



**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER QR 22-305  
QUOTATION REQUEST**

**MULTI-SITE TUB AND SOLID SURFACE TOPS GLAZING**

**Advertised:** January 27, 2022  
**Site Visit:** February 10, 2022 2:00 PM, EST  
**Questions Due:** February 14, 2022 8:30 AM, EST  
**Last Addendum Issued:** February 18, 2022  
**Quote Due Date:** **February 25, 2022 2:00 PM, EST**

*Please check BCHA's web site for addenda and changes before submitting your quote.*

**CONTACT: JOE RICARDO  
PROCUREMENT MANAGER  
BROWARD COUNTY HOUSING AUTHORITY  
4780 NORTH STATE ROAD 7  
LAUDERDALE LAKES, FL 33319  
TELEPHONE: 954-739-1114, EXTENSION 1513  
E-MAIL: [PURCHASING@BCHAFL.ORG](mailto:PURCHASING@BCHAFL.ORG)**

**1. INTRODUCTION**

The Broward County Housing Authority (herein after, "BCHA") is a Public Housing Agency established in June 1969 under the U.S. Housing Act of 1937 and Chapter 421 of the Florida Statutes and is an Independent Special District of the State of Florida.

The mission of Broward County Housing Authority, its affiliates and instrumentalities (hereinafter, jointly referred to as "BCHA") is to create, provide and increase high quality housing opportunities for Broward County residents through effective and responsive management and responsible stewardship of public and private funds.

The United States Department of Housing and Urban Development ("HUD"), a federal agency, partially funds and monitors operations of the BCHA. Nothing contained in this Quotation Request (QR) or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful Bidder and HUD.

BCHA maintains a website at <http://www.bchaf1.org> with information for clients, landlords, prospective business partners, and the public at large.

**2. STATEMENT OF WORK**

The Broward County Housing Authority (BCHA) as a Public Housing Authority existing under Florida statutes, and on behalf of related instrumentalities and single asset affiliated entities are actively soliciting quotations from qualified, licensed and insured contractors to provide **Multi-Site Tub and Solid Surface Tops Glazing** for various properties located in Broward County Florida, in accordance with the specifications as set forth in this quotation request.

Quotations are hereby requested on an open-end basis to provide **Multi-Site Tub and Solid Surface Tops Glazing** services for the Broward County Housing Authority in accordance with the specifications as set forth in this quotation request.

The initial contract period shall start on date of Execution of Attachment F, Form of Contract (sample and subject to change), and shall terminate one year from that date. The Contracting Officer may renew this contract for an additional two (2), one (1) year periods, subject to satisfactory performance, vendor acceptance and determination that the renewal is in the best interest of the Broward County Housing Authority.

BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten (10) days written notice to the successful proposer(s).

**All prices, terms, conditions and specifications shall remain for the initial contract period. In addition, all price, terms, conditions and specifications shall remain fixed for the renewal of the contract. There will be no allowable price escalations for fuel**

or any other type escalation throughout any contract periods (s), unless otherwise specified in this document.

### 3. CONTRACTOR RESPONSIBILITIES

3.1 **Standard Service Requirements:** Except as specifically excluded, contractor shall be responsible for providing all services, permits (if required), licenses, materials, labor, supplies, tools and equipment necessary to meet the service requirements contained within this solicitation. The awarded contractor shall be familiar with all laws and regulations that may in any way affect the work.

- 3.1.1 The Contractor must cordon off work area as needed for safe operation of equipment.
- 3.1.2 Contractor may not leave any holes or trenches uncovered after work hours.
- 3.1.3 Contractor will report any ensuing damage to property directly to the Property Manager or Contact Person.
- 3.1.4 Contractor will remove any and all construction debris from BCHA sites daily. BCHA dumpsters and trash receptacles **MUST NOT** be used for this purpose.
- 3.1.5 Contractor must provide competent supervision.
- 3.1.6 Contractor must provide qualified and experienced staff to perform all work.
- 3.1.7 Contractor will perform work between the hours of 8:30AM and 5:00PM Monday through Friday.
- 3.1.8 Contractor must furnish all tools and materials and will operate, maintain, and repair all equipment necessary to perform work required within this solicitation.
- 3.1.9 Contractor **MUST NOT** store equipment or materials at any BCHA site without permission.
- 3.1.10 All employees of the Contractor shall be considered to be, at all times the sole employees of the Contractor, under his sole direction and not an employee or agent of BCHA. BCHA may require the Contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on BCHA property is not in the best interest of BCHA.
- 3.1.11 At least one employee of the Contractor, assigned to any BCHA site must be able to fluently speak, read and communicate in the English

language or the Contractor must provide a translator for communication at the Contractor's expense.

3.1.12 Contractor will perform tasks specified within Scope of Work above at location below.

3.1.13 **All work performed must meet industry standards.**

3.2 **Personnel:** All employees of the contractor shall be considered to be, at all times the sole employees of the Contractor, under his sole direction and not an employee or agent of BCHA. BCHA may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on BCHA property is not in the best interest of BCHA.

3.3 **Employee Identification:** Contractor's personnel must be appropriately attired, courteous and conduct themselves in a professional manner consistent with Uniform Physical Condition Standard (UPCS) requirements. While working on BCHA property, all contractors' inspectors shall wear clearly displayed photo identification badges at shirt pocket height showing they are employees of the contractor. The badges shall be provided by the contractor at the contractor's expense.

3.4 Contractor shall be responsible for informing their personnel that under no circumstances are they permitted to accept anything including but not limited to food or drink from any tenant.

3.5 Smoking is **NOT** permitted in any BCHA residential unit or facility.

3.6 Contractor's employees must call Property Manager to check in and provide them with the following information: Company name, building name and nature of work to be performed.

3.7 **Davis Bacon Wages are applicable for this project**

3.8 Contractor shall fully complete the work within **30 days** from the issue date of the permit. No grace period shall be honored unless previously established and written authorization is granted by the Project Manager.

3.9 In the event the contractor fails to complete the work within the timeframe set forth, and in compliance with the specifications and requirements contained within this solicitation, BCHA reserves the right to pursue alternate remedies which may include the termination of the contract for default.

#### 4. LICENSING AND INSURANCE INFORMATION

4.1 Before a contract pursuant to this Quotation Request (QR) is executed, the apparent successful Contractor must hold all necessary, applicable professional licenses required by the State of Florida and all regulatory agencies necessary to complete the Service. The Contractor shall obtain, at the Contractor's expense, any permits,

certificates and licenses as may be required in the performance of work specified. All required licenses/insurances shall remain active and valid during the entire duration of the subsequent contract. BCHA may require any or all Contractors to submit evidence of proper licensure and insurance(s). With its quote, the contractor shall submit:

- 4.1.1 A **copy of the contractor's business license** allowing the contractor to provide such services within Broward County, Florida;
  - 4.1.2 An **original certificate** evidencing the contractor's **current worker's compensation carrier and coverage amount**. BCHA will not accept state waiver of worker's compensation insurance liability;
  - 4.1.3 An **original certificate evidencing General Liability coverage** evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000 with a deductible of not greater than \$1,000;
  - 4.1.4 An original certificate showing the contractor's **vehicle insurance coverage** in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of vehicle insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 must each be furnished with the Bidder's response.
- 4.2 Contractor agrees, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with potential recovery in excess of twenty percent (20%) of available coverage. BCHA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change;
  - 4.3 The premium cost of all insurance purchased by the Contractor for protection against risks assumed by virtue of the contract shall be borne by the Contractor and is not reimbursable by BCHA;
  - 4.4 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BCHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein;
  - 4.5 Prior to award but not as a part of the quote submission, the successful vendor will be required to provide an original certificate evidencing insurance coverage as described above, **naming BCHA as an additional insured**, together **with the appropriate endorsement to said policy reflecting the addition of BCHA as an**

**additional insured** under said policy. BCHA shall be named as the Certificate Holder using the following name address:

**Broward County Housing Authority  
4780 N. State Road 7  
Lauderdale Lakes, FL 33319**

There shall be a 30-day notification to BCHA in the event of cancellation or modification of any stipulated insurance coverage. Licensing and insurance requirements will be examined and approved by the BCHA Vice President of Human Resources and Risk Management prior to contract award.

## **5. Compliance with Law**

While conducting business with BCHA, Bidder shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements, applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms. It is the policy of BCHA that all Bidders that conduct business with BCHA must be authorized and/or licensed to do business in Florida. Bidder is responsible for contacting their local city and county authorities and the State of Florida to ensure that Bidder has complied with all laws and is authorized and/or licensed to do business in Florida. All applicable fees associated therewith are the responsibility of Bidder.

- 5.1 Bidders are subject to Table 5.1 Mandatory Clauses for Small Purchases Other Than Construction attached hereto and made part of.
- 5.2 Bidders are subject to General Contract Conditions – Non-Construction, HUD Form 5370-C, at [https://www.hud.gov/sites/documents/DOC\\_12588.PDF](https://www.hud.gov/sites/documents/DOC_12588.PDF)
- 5.3 Proposers are subject to 24 CFR 75, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3, at <https://www.ecfr.gov/current/title-24/subtitle-A/part-75>. The proposer shall be required to, as detailed therein, “to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons,” meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.
- 5.4 Bidders are subject to *Maintenance Wage Rate Determination for Routine Maintenance*, HUD Form 52158, included as an attachment to this solicitation document, for work classifications of as appropriate to the work being performed. Bidder acknowledges that he/she will not pay his/her employees at rates less than detailed on the applicable Wage Rate Determination (Davis-Bacon). The contractor will be required to submit certified payrolls; the contractor must make its payroll records available to BCHA or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due its employees. **See Attachment C** for the Wage Rate Determination currently in effect. Future

Wage Rate Determinations will apply and will be provided to the contractor as available.

- 5.5 Bidders are subjected to Section 287.135, Florida Statutes, that prohibits the BCHA from contracting or renewing an agreement for goods and services with companies who fail to certify that they are not on the Scrutinized Companies that Boycott Israel or that are engaged in a boycott of Israel (“the Israel List”), the Scrutinized Companies with Activities in Sudan List; or, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (collectively known as the “Scrutinized Companies”) in any amount. **See Attachment D** that must be completed, signed and returned with the vendor’s bid.
- 5.6 Per Florida Statute 448.095(2)(a) - Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- 5.7 This solicitation is subject to the BCHA Procurement Policy, as revised April 21, 2020, a copy of which is available at: <https://bchafl.org>.
- 5.8 This solicitation is subject to the Procurement Handbook for Public Housing Agencies (7460.8 Rev-2), available at: [https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/pihh/74608](https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608)

## **6. Public Access to Procurement Record**

The BCHA is a public agency subjected to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida’s Public Records Law. Specifically, the awarded Vendor shall:

- 6.1 Keep and maintain public records required by BCHA in order to perform the service.
- 6.2 Upon request from BCHA’s custodian of public records, provide the public agency with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.
- 6.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to BCHA.
- 6.4 Upon completion of the contract, transfer, at no cost to BCHA, all public records in possession of the Vendor, or keep and maintain public records BCHA upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.

- 6.5 During the term of the contract, the Vendor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subjected to the approval of BCHA. The Vendor agrees to make available to BCHA, during normal business hours and in Broward, Dade or Palm Beach Counties, all books or account, reports and records relating to this contract.
- 6.6 Provide all records stored electronically to BCHA in a format that is compatible with the information technology systems of BCHA.
- 6.7 Provide all records stored electronically to BCHA in a format that is compatible with the information technology systems of BCHA.
- 6.8 **PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**PUBLIC RECORDS**  
**Attn: Noah Szugajew**  
**4780 North State Road 7**  
**Lauderdale Lakes, FL 33319**  
**(954) 739-1114 ext. 2350**  
**PUBLICRECORDS@BCHAFL.ORG**

**7. QUESTIONS:**

Send all questions regarding the commodities/services listed in this quote request and/or the bidding process, in writing, to Joe Ricardo by email at: [Purchasing@bchafl.org](mailto:Purchasing@bchafl.org). When sending questions, please reference the solicitation number and title:

QR 22-305, Multi-Site Tub and Solid Surface Tops Glazing

**8. CONTRACT SERVICE STANDARD**

All work performed pursuant to this solicitation must conform and comply with all applicable federal, state, and local laws, statutes, and regulations.

Work shall be authorized via the issuance of a Purchase Order. In addition to the terms and conditions of this solicitation and its references/attachments, all work shall be subject to the BCHA's Purchase Order Terms & Conditions, as amended, available at [www.bchafl.org](http://www.bchafl.org). The current version of the BCHA's Purchase Order Terms & Conditions is attached for reference.



## 9. CONTRACT PAYMENT

- 9.1 Following the performance of work, the contractor will submit an invoice to Accounts Payable Department, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319 or by email at [payments@bchaf1.org](mailto:payments@bchaf1.org).
- 9.2 BCHA will make no advance payments for the goods and/or services that are subject of this RFP, unless otherwise noted in the contract. Invoices may be submitted on no more than a monthly basis.
- 9.3 Contractor's invoices shall reflect the prices established for the items on this Contract for all orders placed by BCHA even though the Contract number and/or correct prices may not be referenced on each order. Only properly submitted invoices will be officially processed for payment. Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.
- 9.4 All invoices must be itemized showing: Contractor's name, remit to address, purchase order number, service location, site name and prices per the contract, itemized in order to facilitate contract auditing.
- 9.5 Each invoice must detail the service and location at which performed, accompanied by a copy of the work order signed by the BCHA Contact Person indicating satisfactory completion of work.
- 9.6 BCHA will pay the properly completed and authorized invoice within thirty (30) days of receipt. BCHA will pay invoices by check.
- 9.7 BCHA will pay invoices by check or ACH.

## 10. SCOPE OF WORK

### 10.1 General Requirements

- The Broward County Housing Authority (BCHA) is actively soliciting quotes from qualified, experienced, licensed and insured contractors to provide Multi-Site Tub and Hard Surface Glazing for various properties located in Broward County Florida. Prices quoted shall include all labor, materials and any costs associated with tub and countertop glazing for the various BCHA property sites as needed. *All work shall meet the latest requirements of the South Florida Building Code, as well as adhering to all state, county and municipal codes, guidelines and regulations.*

**The BCHA intends to retain the services of a contractor to complete the work stated below on an as needed basis:**

1. Refurbish tubs using the glazing process
2. Sand, refinish, and spray countertops and cupboards, including minor repairs.
3. Sand, refinish, and spray vanities, including minor repairs.
4. Prepare, refinish, and spray tub surround (tile, fiberglass, etc.)

5. When required and authorized by BCHA, provide extensive repairs necessary to prepare tubs, countertops/cupboards, and/or vanities for glazing/resurfacing process.

The above is a summary of the proposed work and is not intended to be a listing of every detail of all the work necessary. Please confirm work conditions in the field.

**Or Approved Equal Specifications**

- a) Any and all references to brand names and numbers in this solicitation are strictly for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition, unless otherwise specified.
- b) All offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the offer clearly describes the article being offered and states how it differs from the referenced brands. Unless the contractor specifies otherwise, it shall be understood by BCHA that the contractor is offering a referenced brand item as specified in the solicitation.
- c) If items requested have quality guidelines of brand name or equal; the items offered must be equal to or better than the brands or model numbers specified as determined by BCHA.
- d) BCHA will determine whether a substitute offer is equivalent to and whether it meets the standards of quality indicated by the brand name referenced. Substantially equivalent products to those referenced may be considered for award.
- e) “Or Equal” submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use.

**11. SITE VISIT**

It is strongly advised that Bidders visit the project site. BCHA will not be held responsible for incorrect fee proposals due to contractor’s misunderstanding of requirements, measurements, and services required. BCHA staff will only be available to show the site at the time listed below.

Should bidder not visit site, BCHA will not be held responsible for incorrect fee bids due to contractor’s misunderstanding of requirements, size and services required at the site.

Location	Date & Time	Site Contact
Highland Gardens 331 NE 48 Street Deerfield Beach, FL 33064	February 10, 2022 @ 2:00P.M.	Edith Galloza Tel: 954-847-9567

**12. BID SUBMISSION:**

**Bidders shall submit their proposed fees on Attachment G.**

Bid submission should include **Attachments A, B, D, E, and G** of this solicitation; and a copy of the **contractor's business license** and their **certificate(s) of insurance meeting the requirements of section 4.1.2 through 4.1.4** of this solicitation.

**Do not submit Attachments C or F. All required sections should be completed. Bidder is responsible for the completeness of all forms and the submission of the required documents.** Bids may be submitted by email at [Purchasing@bchafl.org](mailto:Purchasing@bchafl.org).

**13. BID EVALUATION DOCUMENTATION AND MEETING:**

In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder shall, upon request of the Owner, promptly make available for the Owner's review a complete itemization and breakdown of its Total Bid amount, a description of the Bidder's understanding of the Work, and a proposed schedule. Prior to award, upon request of the Owner, the Bidder and proposed subcontractors and suppliers shall attend a bid evaluation meeting with the Owner, and shall bring to the meeting any documents requested by the Owner to assist the Owner in evaluating the bid and the Bidder's understanding of the Project. In the event the Bidder refuses to provide the requested information or attend the bid evaluation meeting, the Owner may reject the bid as non-responsive.



***Building on Success***

4780 North State Road 7, Lauderdale Lakes, Florida 33319 • (954) 739-1114 • Fax (954) 535-0407 • TRS/Florida Relay Service 711 • www.bchaf.org

**FORM OF CONTRACT**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_ in the year \_\_\_ by and between \_\_\_\_\_ Hereinafter called the "Contractor", and the BROWARD COUNTY HOUSING AUTHORITY, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes and hereinafter called the "PHA".

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agree as follows:

**Article I - Statement of Work:** The Contractor shall furnish all labor, material, permit, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for **QR 22-303 Multi-Site Tub and Solid Surface Tops Glazing** performed as specified, at thirteen (13) residential apartment complexes and one (1) office building located in Broward County.

In strict accordance with the specifications dated xx-xx-xxx as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for one (1) year, expiring on \_\_\_\_\_; with two (2) one (1) year renewal option periods.

**Article II - Contract Price:** The PHA shall pay the Contractor for the performance of the contract, in current funds, subject to additions and deductions as provided for in the specifications, at the rates established in the Contractor's quote for work completed.

**Article III - Contract Documents:** The Contract shall consist of the following component parts:

- a) This instrument
- b) Specifications, Terms and Conditions contained in QR 22-303
- c) Vendor's Quote
- d) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- e) Licenses
- f) HUD Maintenance Wage Rate Determination

This instrument together with the other documents enumerated in this Article III, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article III shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts as of the day and year first above written.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
SS#

\_\_\_\_\_  
ATTEST

**CONTRACTOR:**

\_\_\_\_\_

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

Name/Title \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**BROWARD COUNTY HOUSING AUTHORITY**

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

## TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

### Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any



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

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

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

## BCHA's Purchase Order Terms & Conditions

The following terms, conditions and instructions apply to all Broward County Housing Authority ("BCHA") purchase orders. The fulfillment of a purchase order means that the vendor understands and agrees with BCHA's "Purchase Order Terms & Conditions." Any amendment to the BCHA Purchase Order Terms & Conditions is to be discussed and decided with BCHA prior to fulfillment of a purchase order.

### TERMS AND CONDITIONS, OBLIGATIONS, RIGHTS AND REMEDIES

**ACCEPTANCE:** This purchase order is BCHA's offer to purchase the goods and/or services described on the purchase order from the vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the vendor of the purchase order, its terms and conditions and applicable law.

**ALTERATIONS OR AMENDMENTS:** Alterations, amendments, changes, modifications or additions to the Purchase Order shall not be binding without the prior written approval of BCHA.

**APPROPRIATION:** In the event funds are not appropriated by BCHA for the goods or services in any fiscal year or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Purchase Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**ASSIGNMENTS:** Vendor shall not assign the agreement its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of BCHA.

**BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under the Purchase Contract and make such materials available at its offices at all reasonable times during the contract period and for three years from the date of the final payment under the agreement for inspection by BCHA or by any other governmental entity or agency participating in the funding of the agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by the agreement.

**CHILD LABOR:** Vendor agrees that no products will be provided under the Purchase Contract which have been manufactured or assembled by child labor.

**COMPLIANCE WITH ALL LAWS:** Vendor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits.

### **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION**

The vendor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the vendor in furtherance of this contract shall be the property of BCHA. The vendor shall take such action as is necessary under law to preserve such property rights of BCHA while such property is within the control and/or custody of the vendor. By this contract, the vendor specifically waives and/or releases to BCHA

any cognizable property right of the vendor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.

The vendor understands and agrees that data, materials, and information disclosed to vendor may contain confidential and protected data. Therefore, the vendor promises and assures that data, material, and information gathered, based upon or disclosed to the vendor for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the BCHA.

**DEFAULT:** If vendor fails to perform or comply with any provision of the Purchase Order or the terms or conditions of any documents referenced and made a part hereof, BCHA may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. BCHA expressly retains all its rights and remedies provided by law in case of such breach, and no action by BCHA shall constitute a waiver of any such rights or remedies. In the event of termination for default, BCHA reserves the right to purchase its requirements elsewhere, with or without competitive bidding, and vendor agrees to pay any difference in costs above those conditions in the order.

**DEFINITION OF PURCHASE ORDER:** BCHA issues purchase orders as permission for the vendor to ship goods or perform services as indicated on the purchase order and according to the terms and conditions of the Invitation to Bid, Bid Response and attachments thereto (if applicable), Bid Award, and the BCHA Procurement Policy. The terms and conditions of the Invitation to Bid, Bid Response, Bid Award, and the BCHA Procurement Code are incorporated herein and made a part hereof by reference. Vendor shall not supply the goods or services if in disagreement with these terms. Vendor's provision of goods and services pursuant to this Purchase Order is evidence of its agreement with these terms and conditions and shall conform to same.

**DELIVERY:** Delivery of all goods shall be FOB to final destination, paid by the shipper, unless otherwise set forth on the purchase order. If complete deliveries are not made at the time agreed, BCHA reserves the right to cancel the purchase order and/or hold the vendor accountable. If the delivery dates cannot be met, the vendor agrees to notify the Purchasing Department, in writing, of the earliest suggested delivery date. BCHA will then decide whether the proposed delivery date is acceptable.

#### **FEDERALLY REQUIRED ORDERS/DIRECTIVES**

Both parties agree that they will comply with the following laws and directives that BCHA has received from HUD and all other branches of the federal government. Not all of these clauses are applicable. Read each paragraph to ascertain its applicability.

- a. **Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- b. **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- c. **Davis-Bacon-Act:** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon

Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

- d. **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- e. **Clean Air Act:** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- f. **Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- g. **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- h. **Public Law 88-352**, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. BCHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 1901 et.seq.).
- i. **Public Law 90-284**, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the BCHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- j. **The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- k. **Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- l. **HUD Information Bulletin 909-23** which is the following:
  - a. Notice of Assistance Regarding Patent and Copyright Infringement;
  - b. Clean Air and Water Certification; and
  - c. Energy Policy and Conversation Act.

The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive

Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

**FORCE MAJEURE:** If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify BCHA in writing.

**GOVERNING LAW:** The Purchase Contract shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Broward County, Florida. the appropriate state court located in Broward County, Florida, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

**INCORPORATION:** All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the purchase order are deemed incorporated by reference as if set out fully herein.

**INDEMNIFICATION/HOLD HARMLESS:** Vendor shall indemnify, defend, save and hold harmless BCHA, its officers, agents and employees from all suits, claims, actions or damages of any nature, including any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

**INDEPENDENT CONTRACTOR:** Vendor shall acknowledge that it and its employees serve as independent contractors and that BCHA shall not be responsible for any payment, insurance or incurred liability.

**INSPECTION AND ACCEPTANCE:** Final inspection of any goods or services delivered or performed hereunder shall be made at final destination, the receiving department. BCHA reserves the right to reject any or all items not in conformance with applicable specifications, and vendor assumes the costs associated with such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances. BCHA reserves the right to inspect the goods at a reasonable time subsequent to deliver.

**INVOICING:** Vendors are required to submit invoices within 90 days of the date the goods or services were delivered to BCHA. BCHA reserves the right to not pay invoices submitted after the 90 day threshold.

**MATERIAL SAFETY DATA SHEETS:** The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to BCHA at the time of purchase.

**NONDISCRIMINATION AND NON-CONFLICT STATEMENT:** Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or

be denied benefits of, or be otherwise subjected to discrimination in the performance of the agreement, or in the employment practices of Vendor. Vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. Vendor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services.

**NON-WAIVER OF RIGHTS:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

**OFFICIALS NOT TO BENEFIT:** Employees or officials of BCHA shall not be permitted to any share or part of the Purchase Order or any benefit that may arise therefrom. Vendor agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of BCHA, with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of any contract.

**ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of the Purchase Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Bid Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

**PACKING LISTS:** An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

**PATENTS AND COPYRIGHTS:** If an article sold and delivered to BCHA hereunder shall be protected by any applicable patent or copyright, the vendor agrees to indemnify and save harmless BCHA, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by BCHA in violation or right under such patent or copyright.

**PAYMENTS:** Payments shall be made by BCHA upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each purchase order shall be covered by separate invoice(s). Invoices are to be addressed to BCHA Accounts Payable at 4780 North State Road 7 in Lauderdale Lakes, FL 33319. The BCHA Accounts Payable may accept e-mailed invoices. If you desire this option, contact Accounts Payable.

**REMEDIES:** BCHA shall have all rights and remedies afforded under the U.C.C. and Florida law in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

**RIGHT TO INSPECT:** BCHA reserves the right to make periodic inspection of the manner and means the service is performed or the goods are supplied.

**SEVERABILITY:** If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

**SUB-CONTRACTING:** Vendor shall not sub-contract the purchase order to any other vendor without the expressed written consent of BCHA.

**TAXES:** All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. BCHA is exempt from sales tax and federal excise taxes.

**TERMINATION:** BCHA may terminate this agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. BCHA shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to BCHA all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

If the termination is for the convenience of BCHA, BCHA shall only be liable for payment for services rendered before the effective date of the termination.

If the termination is due to the failure of the vendor to fulfill its obligations under the contract, BCHA may:

1. Require the vendor to deliver any work described in the Notice of Termination.
2. Take over and prosecute the same to completion by contract or otherwise and the vendor shall be liable for any additional cost incurred by BCHA.
3. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by BCHA to the vendor.

In the event of termination for cause, BCHA shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination. Any dispute shall be decided by BCHA's Chief Executive Officer.

**VARIATION IN QUANTITY:** Variation in the quantity of any item called for by the purchase order shall not be allowed, unless such variation is caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

**WARRANTY:** Vendor warrants to BCHA that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to BCHA all warranties allowed under the U.C.C.

Vendor shall provide copies of warranties to BCHA with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.