



**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-287  
REQUEST FOR PROPOSAL(RFP)  
PEST CONTROL SERVICES**

**Date of Issue: Friday, November 06, 2020**

**Site Visits: From November 18, 2020 to November 19, 2020**

**Pre-Proposal Meeting: Wednesday, December 2, 2020 at 10:00 am**

**Questions Due: Wednesday, December 9, 2020 at 2:00 pm (Est)**

**Proposals Due: Tuesday, December 22, 2020 at 2:00 pm (Est)**

**CONTACT:  
Emmarie Yavneh  
Purchasing Office  
Broward County Housing Authority  
4780 North State Road 7  
Lauderdale Lakes, FL 33319  
Telephone: 954-739-1114, Extension 1513  
E-mail: [Purchasing@bchaf1.org](mailto:Purchasing@bchaf1.org)**

---

TABLE OF CONTENTS

1.0 Introduction..... 3  
2.0 Solicitation Background and Anticipated Schedule .....3  
3.0 Reservation of Rights .....4  
4.0 Purpose .....5  
5.0 Scope of Work.....6  
6.0 Pre-Proposal Meeting and Site Visit ..... 6  
7.0 Price Information and Contract Periods ..... 8  
8.0 Licensing and Insurance Information ..... 8  
9.0 Response Submission – Proposal ..... 9  
10.0 Proposal Preparation and Submission Outline ..... 10  
11.0 Evaluation Criteria – Technical Proposal and Price Proposal ..... 12  
12.0 Administrative Terms and Conditions..... 15  
13.0 Miscellaneous Provisions and Requirements..... 16  
    13.1. Notices..... 16  
    13.2. Protests..... 16  
    13.3. Costs ..... 16  
    13.4. Amendments to Solicitation ..... 17  
    13.5. Direct or Indirect Conflicts of Interest ..... 17  
    13.6. Prohibition Against Gifts/Favors/Anything of Monetary Value ..... 17  
    13.7. Compliance with Law ..... 17  
    13.8. Instruction to Offerors ..... 18  
    13.9. General Contract Conditions ..... 18  
    13.10. Economic Opportunities ..... 18  
    13.11. Maintenance Wage Rates ..... 18  
    13.12. E-Verify ..... 18  
    13.13. Public Access to Procurement Record ..... 18  
    13.14. Ownership of Documents ..... 19  
    13.15. Advertising..... 19  
    13.16. Government Restrictions..... 19  
14.0 Contract Award ..... 19  
    14.1 BCHA Authorized Procurement Authority ..... 20  
    14.2 Contracting Officer and Contracting Officer’s Designee ..... 20  
    14.3. Contract Document ..... 20  
    14.4 Contract Clauses ..... 20  
    14.5. Contract Terms and Conditions..... 21  
    14.6. Unauthorized Sub-Contracting..... 21  
    14.7 Right to Negotiate Fees ..... 21  
15.0 Attachments

---

## 1.0 Introduction

Broward County Housing Authority (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, and identity of interest affiliates and instrumentalities 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.

In addition to the provision of housing and housing assistance to low income families, BCHA acting through instrumentalities and single asset entities opted to expand, redevelop and sustain former public housing assets via HUD's Rental Assistance Demonstration program (RAD) and public/private partnerships. The instrumentalities are established not-for-profit enterprises and the single asset entities are considered affiliates. Both the BCHA, the not-for-profit enterprises, and affiliates have been used for acquisition and development of affordable housing units.

As of the issuance of this solicitation, BCHA manages 373 multi-family units; administers over 6,200 vouchers under the Housing Choice Voucher and similar programs; and operates 121 unsubsidized rental units. Through two not-for-profit enterprises (Building Better Communities and MCCAN Communities) in conjunction with private development companies, the BCHA jointly developed 801 low income housing tax credit units, which are privately managed by an independent third-party management company. Current plans anticipate multifamily workforce housing and senior housing on two distinct sites in Broward County under the control of the BCHA and a third, small, single family development. All anticipated developments necessitate experience with the entitlement process associated with new development.

The BCHA is governed by a 5-member Board of Commissioners appointed to staggered 4-year terms by the Governor of Florida. It is subject to the requirements of Title 2 of the Code of Federal Regulations (herein after, "CFR") and BCHA's procurement policy. Board members are responsible for setting policy, representing the community interest, and hiring the Chief Executive Officer (CEO) who is responsible for agency operations. The affiliates and instrumentalities are governed by a 5-member Board of Directors.

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 RFP or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful Proposer and HUD.**

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

## 2.0 Solicitation Background and Anticipated Schedule.

BCHA is seeking proposals from firms qualified to perform services as described within

---

this Request for Proposal and the attached Exhibit A – Specification, at the locations listed in the Exhibit A – Specifications.

BCHA intends to award a contract for a term of two (2) years with three (3), one-year renewal option periods.

This solicitation is subject to the BCHA Procurement Policy, as revised April 21, 2020, a copy of which is available at <https://bchafl.org>.

Every effort will be made to maintain this schedule below. However, all dates are subject to change if such change is deemed to be in the best interest of BCHA.

Anticipated Solicitation Schedule Event	Date (and Time)
Advertised Date	November 6, 2020
Site Visits	November 18-19, 2020
Pre-Proposal Meeting	December 2, 2020
Deadline for Receipt of Questions and/or Comments via E-Mail	December 9, 2020 at 2:00 PM EST
Last date of issuance of addendum	December 16, 2020 (4 business days before proposal submission deadline)
Deadline for Proposal Submissions	December 22, 2020 at 2:00 PM EST
Evaluation Committee Meeting - Review of Proposals	January 20, 2021
Interviews, if needed.	January 26-28, 2021
Approval by Board of Commissioners – Anticipated	February 16, 2021

### **3.0 Reservation of Rights**

- 3.1. BCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time if deemed to be in BCHA's best interest.
- 3.2. BCHA reserves the right not to award a contract pursuant to this solicitation.
- 3.3. BCHA reserves the right to award separate agreements based on criteria that BCHA determines to be appropriate. BCHA reserves the right to name a secondary or backup contractor to be utilized based on criteria that BCHA determines to be appropriate.
- 3.4. 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 days written notice.
- 3.5. BCHA reserves the right to increase or delete any scheduled items, to increase or reduce the quantity of any scheduled item as deemed necessary, and change or modify the terms and conditions of this RFP and vendor agreement consistent with BCHA's policies and the laws and regulations governing HUD programs.
- 3.6. BCHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.
- 3.7. BCHA reserves the right to retain all responses submitted and to not permit withdrawal of any responses for a period of 60 days subsequent to the deadline for

---

receiving proposals without the written consent of the contracting officer (CO).

- 3.8. BCHA reserves the right to negotiate the fees submitted.
- 3.9. BCHA reserves the right to reject and not consider any response that fails to meet the requirements of this solicitation, including, but not limited to, the following:
  - a. failure to provide complete responses or including responses which offer alternate or non-requested services;
  - b. failure to use BCHA and HUD provided forms in the response;
  - c. failure of the proposer to check for addenda or corrections; or
  - d. failure of the proposer to adhere to any revised requirements.
- 3.10. BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 3.11. BCHA reserves its right to a trial by jury in the event of legal action arising from this solicitation or any contract entered into pursuant to this solicitation.
- 3.12. BCHA at its sole discretion will select a venue for any legal proceedings arising from any contract entered into pursuant to this solicitation.
- 3.13. This request for proposal and any subsequent contract supersedes any prior or existing agreement with a contractor or vendor.

#### **4.0 Purpose**

BCHA is soliciting proposals from a qualified, licensed and experienced vendor to provide pest control services on an annual basis in accordance with the specifications detailed herein.

The vendor shall provide all materials, labor and equipment needed to perform work as required under this solicitation. Prices quoted shall include all labor, materials, and any other costs associated with the vendor's services necessary to fulfill the pest control services identified herein.

No guarantee is expressed or implied as to the total quantity of commodities or services BCHA will purchase under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BCHA reserves the right to issue purchase orders as and when required; issue a blanket purchase order for individual BCHA sites and establish the release partial quantities only; issue instructions through BCHA work orders specific to various BCHA sites; conduct random, open market purchases for any service or item on any open-end contract; or perform any combination of the preceding actions. No delivery of the required services or items under this solicitation shall become due or be acceptable without a written BCHA order unless otherwise provided for in the executed contract. Such orders will contain the quantity of the services or items to be delivered, the time of such delivery and any other pertinent information the vendor might require to effectuate the services under this solicitation. However, in emergency situations or under urgent conditions, BCHA may telephonically notify the vendor to deliver services required under this solicitation, which telephonic notice shall be confirmed in writing at BCHA's earliest convenience.

All measurements and quantities specified in this solicitation are approximations and must be verified by the vendor prior to a proposal submission. Vendors are strongly encouraged to visit the BCHA sites at the scheduled dates prior to submitting their proposals to become familiar with the scope of work and to verify all existing field conditions.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of any contract. No price escalations for fuel costs throughout any contract period will be allowed unless otherwise specified in this document.

## 5.0 Scope of Work

Details of the services, information and items to be furnished by the Vendor are described in Exhibit A - Specifications, attached hereto and made a part hereof.

## 6.0 Pre-proposal Meeting and Site Visit

6.1 Site visits are strongly suggested and recommended. BCHA staff will only be available to show the property at the times listed on the schedule below. Should bidder not visit the sites, BCHA will not be held responsible for incorrect fee proposed due to vendor's misunderstanding of requirements, size and services required at the site.

#	Location	Site Visit Date and Time	Site Contact	
1	Highland Gardens 331 NE 48th Street Deerfield Beach, FL 33064	Wednesday, November 18, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchafll.org">egalloza@bchafll.org</a>	North
2	Everglades Heights 2400 NW 22nd Street Fort Lauderdale, FL 33311	Wednesday, November 18, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchafll.org">egalloza@bchafll.org</a>	North
3	Park Ridge Court 5200 NE 5th Terrace Deerfield Beach, FL 33064	Wednesday, November 18, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchafll.org">egalloza@bchafll.org</a>	North
4	Ocean Drive Estates 101, 105 & 111 SE 9th Ave Pompano Beach, FL 33060	Wednesday, November 18, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cljackson@bchafll.org">cljackson@bchafll.org</a>	North
5	Twin Oaks 4370 NW 29th Street Lauderdale Lakes, FL 33313	Wednesday, November 18, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cljackson@bchafll.org">cljackson@bchafll.org</a>	North
6	Manors of Middle River 1716-1416 N Dixie Hwy. Fort Lauderdale, FL 33305	Wednesday, November 18, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cljackson@bchafll.org">cljackson@bchafll.org</a>	North
7	Villas of Pompano 113-117 SE 11th Ave. Pompano Beach, FL 33060	Wednesday, November 18, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cljackson@bchafll.org">cljackson@bchafll.org</a>	North
8	Meyers Estates 2411 NW 7th Street Fort Lauderdale, FL 33311	Thursday, November 19, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchafll.org">egalloza@bchafll.org</a>	South

#	Location	Site Visit Date and Time	Site Contact	
9	College Gardens 1555 SW 12 <sup>th</sup> Avenue Dania Beach, FL 33304	Thursday, November 19, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cljackson@bchafl.org">cljackson@bchafl.org</a>	South
10	LES Building 3220 N. 24 <sup>th</sup> Avenue Hollywood, FL 33020	Thursday, November 19, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cljackson@bchafl.org">cljackson@bchafl.org</a>	South
11	Crystal Lake Townhouse 2700 N. 24 <sup>th</sup> Ave. Hollywood, FL 33020	Thursday, November 19, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cljackson@bchafl.org">cljackson@bchafl.org</a>	South
12	Griffin Gardens 4881 Griffin Road Davie, FL 33314	Thursday, November 19, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchafl.org">egalloza@bchafl.org</a>	South
13	Roosevelt Glen NW 12th Ct & NW 28 <sup>th</sup> Ave Fort Lauderdale, FL 33311	Thursday, November 19, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchafl.org">egalloza@bchafl.org</a>	South
14	Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	Thursday, November 19, 2020 From 8:30am to 11:00am Or From 1:00pm to 4:00 pm	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchafl.org">egalloza@bchafl.org</a>	South

6.2 The scheduled pre-proposal meeting is pursuant to HUD regulation and not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-bid meeting. Typically, such meetings last one hour or less, though such is not guaranteed. The purpose of this meeting is to assist prospective proposers to have a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference BCHA will conduct a brief overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though BCHA may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this meeting is to review the RFP documents, attendees should bring a copy of the RFP documents to this meeting. **BCHA will not distribute any copies of the RFP documents at this meeting.**

**Pre-bid Meeting Location: Via Zoom**

**Date: Wednesday, December 2, 2020 at 10:00 am (EST)**

<https://us02web.zoom.us/j/87453660552?pwd=d1JNVXp6MEp3WEYzRitKOU1kMGpTUT09>

Meeting ID: 874 5366 0552

Passcode: 523422

One tap mobile

+13017158592,,87453660552# US (Washington D.C) 13126266799,,87453660552#

+US (Chicago)

Dial by your location

+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/j/kp38U12DY>

---

## **7.0 Price Information and Contract Periods**

BCHA is requesting that the Proposer provide cost/pricing for service requirements as outlined in the Exhibit A - Specifications. The proposer shall also refer to the Exhibit B – Fee Schedule of this solicitation for additional details regarding price.

- 7.1. Prices proposed will include all labor, materials, and any other costs associated with the project.
- 7.2. The initial contract period shall commence on date of the award or the date the contract was executed, whichever is later, and shall terminate two years from that date. The vendor shall complete delivery and BCHA shall receive delivery on any orders submitted to the vendor prior to the contract expiration date.

## **8. Licensing and Insurance Information**

8.1 Proposers must hold all necessary and applicable professional licenses required by the State of Florida and all other regulatory agencies necessary to complete any service required under this solicitation. The Pest Control Business License from the Florida Department of Agriculture and Consumer Services (FDACS) and the Pest Control Operator's Certificate.

8.2 BCHA requires any or all proposers to submit evidence of proper licensure. A copy and evidence of such licensure must be submitted by the proposer with the proposal.

8.3 The vendor shall obtain, at the vendor's own expense, any permits, certificates and licenses as may be required in the performance of the specified work. All required licenses shall remain active and valid during the entire contract period.

8.4 Proof of insurance will be provided to BCHA within 10 business days after notification of award, prior to the execution of any contract. Unless otherwise stated in writing by BCHA, the successful proposer(s) will be required to obtain and maintain the insurance coverage identified below during the entire contract period.

8.5 The vendor will be required to obtain and maintain the insurance coverage identified below during the entire contract period:

- General Liability coverage for 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.
- Worker's Compensation carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability. Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
- Comprehensive Automobile Liability coverage, including – as applicable - owned, non-owned and hired autos, in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence basis. If vendor owns no vehicle, this requirement may be satisfied by non-owned auto endorsement to the general liability



---

policy described above. If the vendor or vendor's employee will use their personal automobiles in any way in performing services, vendor shall provide evidence of personal automobile liability coverage for each person upon request.

- 8.6 Vendor agrees, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of twenty percent of available coverage. BCHA shall be notified at least 30 days in advance of such cancellation, non-renewal or adverse change.
- 8.7 The premium cost of all insurance purchased by the vendor for protection against risks assumed by virtue of a contract between the vendor and BCHA shall be borne by the vendor and such cost is not reimbursable by BCHA.
- 8.8 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.
- 8.9 Insurance Requirements:  
Prior to the execution of the contract and within 10 business days of notification of award, the successful vendor will be required to provide an original certificate evidencing insurance coverage. Such certificate shall be named BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA. 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**

Licensing and insurance requirements will be examined and approved by BCHA prior to a contract award.

## **9. Response Submission - Proposal**

BCHA will receive submittals of proposals electronically through DemandStar at [www.demandstar.com](http://www.demandstar.com).

In order to submit proposal electronically through DemandStar, the vendor must be registered with DemandStar. All vendor participation on DemandStar is free to parties interested in viewing and downloading documents as well as submitting proposals. Bid documents may be obtained electronically on demand star at <https://network.demandstar.com/agencies/florida/broward-county/housingauthority/procurement-opportunities/41951b11-ecf0-4d19-8fc2-778b0dbc5714/> and on Vendor Registry through the following link: <https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=fa7c46a4-0264-4ed8-a964-aa745868d2ca>

---

Instruction on the “DemandStar ebid” is attached to this document.

Proposers are requested to submit SEPARATE Adobe PDF files attachments and be marked as follows:

- ✓ File 1 - Part 1 – Technical Proposal
  - ✓ File 2 - Part 2 – Fee Schedule – Exhibit B
  - ✓ Other Files - Part 3 – Forms, Licenses and Addendums (if any)
- Limit the size of the digital proposal to no larger than 100 MB for each submission;
  - Format and enable file submissions for printing in page letter size only;
  - Follow the attached instructions on “Responding to an Electronic Bid” on DemandStar.
  - Contact DemandStar support at [support@demandstar.com](mailto:support@demandstar.com) or call technical assistance at (206) 940-0305 in the event of technical difficulties when submitting documents.

**Note: BCHA will not be responsible for delays in a vendor’s submission caused by any occurrence or technical issue.**

All responses submitted pursuant to this solicitation shall be formatted in accordance with the following table.

Vendors must include in the proposal all information requested herein.

File 1	Content
Part 1	Technical Proposal – Section 1, Section 2 and resumes.
File 2	Content
Part 2	Price Proposal – Exhibit B, Fee Schedule
Other Files	Content
Part 3	Forms, Licenses, and Addendums (if any) Forms: Form A – Proposal Submission Checklist Form B – Profile of Firm Form C – Form HUD-5369-C Form D – Sworn Statement Under Section 287.133(3)(A) Form E – Certification Pursuant to Florida Statute 287.135 Form F – Client References

### **10.0 Proposal Preparation and Submission Outline:**

10.1 Firms shall submit proposals that respond to factors listed in Section 11 for a maximum score of 100 points. Responses which fail to address an evaluation factor below will be awarded zero points.

10.2 Responses to each evaluation factor should be submitted as Part 1 - Technical Proposal and Part 2 – Fee Schedule.

---

### 10.3 Presenting the Proposal.

- Technical Proposals (Part 1, Section 1 and 2) must not exceed five (5) pages in length, excluding resumes, certificates, licenses, organization chart, and/or references when printed. If a Technical Proposal exceeds 5 pages, excluding resumes, certificates, licenses, organization chart, and indexes, the pages over 5 will not be provided to the Evaluation Committee for evaluation. The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Double-sided pages shall be counted as two pages. Type size shall not be less than 11-point font.
- The Proposer shall limit the resumes to one (1) page per person. Pages of individual resumes in excess of one (1) page will not be supplied to the Evaluation Committee. The proposals should be indexed and all pages sequentially numbered.
- Unnecessarily elaborate special brochures, art work, and expensive visual and other presentation aids are neither necessary nor desired.
- It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

10.4. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information the vendor provides which does not meet these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

10.5. All information presented in response to this RFP must be included in the submitted response. No information may be linked to a website that requires reviewers to access such website for consideration of the information. Any information which requires a reviewer to access such links will not be considered as part of the vendor's proposal. BCHA may award a contract without discussions on the basis of the initial offers received; therefore, each initial offer should contain the vendor's best terms from a price and technical standpoint.

10.6. The vendor shall ensure that the response is received by the time and date indicated on the first page of this solicitation. The submittal shall clearly indicate the solicitation number and title. Submissions received after the submission deadline will not be accepted. The official US time at <https://www.time.gov> shall be used to determine if receipt of the submission was within the deadline.

10.7 Vendors shall not change any requirements or forms contained herein, either by marking or entering onto these documents or the documents submitted any revisions or additions; if such additional marks, notations, or requirements are entered on any of the documents submitted, such changes may invalidate that response.

10.8. By virtue of completing, signing, and submitting documents in response to this solicitation, the vendor hereby agrees to comply with all of the conditions and requirements set forth within those documents.

---

## **11.0 Evaluation Criteria – Technical Proposal and Price Proposal (100 points)**

The proposed evaluation is an initial process designed to elicit a short list of vendors; with the contract awarded not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes (that is, qualifications and experience, technical approach, and cost) based upon the evaluation factors specifically established for this solicitation. *The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of BCHA.*

Vendors must provide all information outlined in the evaluation factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the vendor's information to the evaluation factors which will demonstrate the vendor's understanding of the evaluation factors and capacity to perform the required services under this RFP. The maximum points that shall be awarded for each of the evaluation factors are detailed and described below. An award of points will be based on the information contained within the vendor's submission.

A committee will evaluate the proposals received under this solicitation in accordance with the service requirements under this RFP and the Proposal Preparation and Submission Outline below. The evaluation process will be based on a weighted point system with the evaluation factor or sub-factor's relative weight listed immediately following each factor or sub-factor. BCHA urges all interested respondents to carefully review the requirements of this RFP.

The evaluation committee will be comprised of BCHA staff and/or BCHA consultants. Proposals containing the requested information will serve as the initial basis for selection of short-listed finalists, if necessary. Each proposal will be evaluated based on a possible score of one-hundred points as set forth below.

Interviews may be conducted with the short-listed finalists at the discretion of BCHA. The evaluation committee may use the same point system as described below to identify the top-rated respondent. The short-listed finalists may be required to present their qualifications to the BCHA Board of Commissioners.

All proposals will be ranked in accordance with the point system below and contract negotiations will be initiated, if necessary, with the highest ranked respondent. If negotiations between BCHA and the highest ranked respondent fail to produce a mutual agreement, BCHA will terminate those negotiations and proceed with contract negotiations with the second highest ranked Respondent. At BCHA's own discretion, BCHA may continue that process until a mutual agreement is reached between the BCHA and a respondent.

The BCHA reserves the right to reject any or all proposals.

BCHA further reserves the right to negotiate with the respondent selected and to accept the proposal which is in the best interest of BCHA.

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

Factor/ Section	Points	Description
1	30	<b>Factor 1 -Organizational Overview / Qualifications (Section 1)</b> Experience, Strength, and Statement of Qualifications of Firm as it relates to this solicitation.
2	30	<b>Factor 2 - Technical Approach /Strategy Capacity / Success Record (Section 2)</b> Firm’s Technical Response to RFP’s Scope of Services and Capacity; Customer Service. Approach and Problem Resolution Methods and Proposed Timeline
3	40	<b>Factor 3 - Fee Proposal, Exhibit B – Fee Schedule (Part II)</b>
<b>Total</b>	<b>100</b>	

**11.1. Evaluation Factor 1 – Organizational Overview/Qualifications – Section 1**

For each numbered item in this section, please provide a statement regarding the firm’s ability to meet the criteria.

- a. Provide a brief history of the firm, length of time in business and its past experience as it relates to the requirements of this solicitation.
- b. Describe your organizational structure. Provide the number of full-time employees and describe in detail the team that will be involved with the project on a routine basis. Describe each person’s role.
- c. Include as a separate item from this section, a one (1) page resume with the qualifications and experience of personnel assigned to this project. The summary should highlight staff training, if any.
- d. Also, include as a separate item from this section, a minimum of three (3) references from your current client list for which similar services are being performed. Please, use Form E – Client References. Include company name, address, phone number, e-mail addresses, contact person and services being performed. It should be noted that these clients will be contacted for verification of satisfactory work completion and obtain an appraisal of project performance.

**(30 points)**

**11.2. Evaluation Factor 2 – Technical Approach /Strategy Capacity / Success Record (Section 2)**

- a. Describe the firm’s methodology/technical approach and capacity to perform services as described in the Scope of Work section above.
- b. Propose a timeline and frequency schedule that ensures buildings are professionally maintained.
- c. Describe the firm’s approach to customer service and problem resolution. Please provide your client retention rate.
- d. Describe how you measure client satisfaction. Include innovative and creative approaches that were successful in achieving a client’s objectives.

**(30 points)**

---

**11.3. Evaluation Factor 3 – Proposed Cost/Fee Schedule (Exhibit B)**

- a. Provide in the attached Exhibit B – Fee Schedule, the cost the vendor would be compensated for the requested services under this solicitation. Please only use Form Exhibit B – Fee Schedule, to state the fees.
- b. The Optional Services prices will not be considered as an evaluation factor.
- c. Proposed Cost Evaluation – Conversion of price to points.

The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. Divide the lowest cost proposal received by the cost of the proposal being rated, and multiply the results by the maximum points. The result is the awarded points.

This is determined by applying the following formula:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Maximum points available} = \text{Awarded Price Points}$$

Example: The total point available for cost in the RFP was forty (40) points. The cost of the lowest acceptable proposal is \$100,000. Therefore, the lowest proposal cost of \$100,000 would be awarded forty (40) points. The second lowest acceptable proposal submitted a cost of \$125,000. The second lowest proposal cost of \$125,000 would be awarded thirty-two (32) points.

$$\frac{\$100,000}{\$125,000} = .80 \times 40 = 32 \text{ points}$$

The points awarded for cost are added with the total points awarded for the technical proposal to determine the successful proposal.

**(40 points)**

**11.4. Evaluation Method and Award Process**

Each proposal will first be evaluated for responsiveness (that is, meets the minimum of the published requirements). BCHA reserves the right to reject any proposals deemed as not minimally responsive.

- I. BCHA will form an Evaluation Review Committee to review proposals and make recommendation to the Board of Commissioners for selection based on, but not limited to, the evaluation factors set forth above. Factors not specified in the RFP will not be considered. BCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirements stated in the RFP.
- II. After the evaluations, if they considered it necessary, the Evaluation Committee will determine the top proposals that have a reasonable chance of being selected for award considering both the submission's technical aspects and fee proposal. These short-listed vendors will be chosen for an onsite interview. The final award will be approved by BCHA's Board of Commissioners. Contract negotiations may, at BCHA's option, be conducted

---

prior to or after the Board of Commissioners' award.

- III. BCHA, in its sole discretion, will determine whether a vendor is capable of performing the scope of work delineated within this RFP in a satisfactory manner. BCHA will award a contract only to a responsible vendor that has the ability to successfully perform the services required under this RFP. BCHA's determination includes an assessment of the vendor's technical resources and abilities to perform the scope of work in accordance with the RFP requirements. The determination also includes consideration of a vendor's integrity, compliance with public policy, past performance with BCHA (if any), and eligibility to perform scopes of work that are funded by the federal, state or local government (for example, debarment or suspension by any federal, state or local government).

11.5A vendor shall not contact any evaluation committee member should the individual members of the evaluation committee be made known to the vendor in any manner prior to the proposal submission or during BCHA's review of the vendor's submitted proposal. At the sole discretion of BCHA, a vendor who contacts a member of the evaluation committee may result in BCHA's rejection of that vendor's proposal.

11.6 All persons having familial (including in-law) relationships with principals or employees of a vendor will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in or contract with a proposer will be excluded from participation in the evaluation committee.

11.7 In the event of scoring ties, determination of the top-ranked vendor will be made in accordance with BCHA procurement policies and HUD guidelines.

11.8 Notification of the results of the evaluation including the name of the successful vendor will be posted on BCHA's website and on the DemandStar website.

## **12.0 Administrative Terms and Conditions**

In order to maintain a fair and impartial competitive process, BCHA shall avoid private communication concerning this procurement with prospective vendors during the entire procurement process. From the issuance date of this RFP until the final award is announced, vendors will not communicate about this RFP for any reason with any BCHA staff except through BCHA Procurement Office, during the pre-bid meeting (if any), as otherwise defined in this RFP, or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including, but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. BCHA reserves the right to reject any vendor's proposal for a violation of this provision.

*Per 287.057(23) F.S., "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided*

---

*in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”*

- 12.1. Proposers will address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet. Vendors shall not direct an inquiry to or communicate with any other BCHA staff member or official, including the Audit Committee and the Board of Commissioners, pertaining to this solicitation. Failure to comply with this requirement may result in the disqualification of the vendor’s submittal to this solicitation.
- 12.2. All questions shall be submitted through the e-mail mentioned on the cover sheet of this solicitation. No questions will be accepted by telephone. Responses to such e-mailed questions shall be issued through addenda which will be posted on the BCHA website and/or on Demandstar.
- 12.3. Unless BCHA provides an answer or information in writing as part of an addendum, such information, however obtained, shall have no effect and may not be relied upon.
- 12.4. All questions, requests for information or clarifications pertaining to this solicitation must be addressed by email to the contact mentioned on the cover page of this solicitation.

### **13.0 Miscellaneous Provisions and Requirements**

- 13.1. All notices, demands, requests, and claims pertaining to this solicitation and an award of this contract must be addressed in writing to:  
Emmarie Yavneh  
[Purchasing@bchafl.org](mailto:Purchasing@bchafl.org)
- 13.2. Any actual or prospective vendor may protest the solicitation or award of a contract for serious violations of the principles of the BCHA Procurement Policy. Any protest against a solicitation must be received before the due date for the receipt of bid proposals, and any protest against the award of a contract must be received within ten calendar days after the contract award is posted on BCHA’s website. Failure to meet the time limitations above will result in the protest not being considered. All bid protests shall be in writing, submitted to the contracting officer (CO) or the CO’s designee, who shall issue a written decision on the matter no later than ten working days following the receipt of the bid protest or award protest. The CO may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. Following the issuance of the written decision, the actual or prospective vendor may appeal the initial decision to BCHAs' chief financial officer (CEO). BCHA's CEO shall then issue a decision on the appeal no later than ten working days following receipt of the request of the appeal. The decision of BCHA's CEO shall be final, and no further appeal shall be authorized within BCHA.
- 13.3. All costs incurred, directly or indirectly, in response to this solicitation, which costs



---

to include the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the vendor. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the vendor. BCHA will provide no reimbursement for such costs.

- 13.4. If BCHA amends this solicitation, all terms and conditions which are not amended remain unchanged. The vendor is solely responsible for monitoring BCHA's website for any addenda issued. Vendors must acknowledge at the proposal submittal all addenda issued on BCHA's website to ensure that such addenda are considered in their submitted proposals. **All Vendors are encouraged to frequently check BCHA's website for additional information.**
- 13.5. Vendor shall certify that, except as otherwise disclosed, neither it nor any of its subcontractors include persons who have an interest, direct or indirect, in this proposed contract and who during his or her tenure or for one year thereafter
- a) Is a present or former member of BCHA's Board of Commissioners or is immediate family of a present or former member of the Board of Commissioners;
  - b) Is a BCHA employee who formulates policy or who influences decisions with respect to any BCHA project connected to this proposed contract, or is immediate family of a BCHA employee, or is a partner with a BCHA employee;
  - c) Is a public official, member of the local governing body, or a state or local legislator (including members of the Broward County Board of Commissioners or the Florida legislature), or is immediate family of said public official, member of the local governing body, or a state or local legislator; and
  - d) Is a member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or is a resident commissioner.

**NOTE:** Immediate family means the spouse, mother, father, brother, sister, or child of the above list of members, employees, officials, legislators, or delegates whether related as a full blood relative or as a "half" or "step" relative (for example, a half-brother or a stepchild).

- 13.6. No BCHA employee may accept or solicit for themselves or for others anything of value from a vendor or any person, corporation, or other entity doing business with or attempting to do business with BCHA.
- 13.7. While conducting business with BCHA, a vendor shall comply with all applicable federal, state and local laws, regulations, ordinances, administrative rules, 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, equal opportunity for businesses and unemployed and underemployed persons as referenced in Section 3 of The

---

Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and shall provide for such compliance in the contract documents as required. It is the policy of BCHA that all vendors that conduct business with BCHA must be authorized and/or licensed to do business in Florida. Vendor is responsible for contacting their local city and county authorities and the State of Florida to ensure that Vendor 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 Vendor.

- 13.8. Proposers are subject to Instructions to Offerors – Non-Construction, HUD Form 5369-B, at <https://www.hud.gov/sites/documents/5369-B.PDF>. Attached to this document.
- 13.9. Proposers are subject to General Contract Conditions – Non-Construction, HUD Form 5370-C, at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf> and <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf>. Attached to this document.
- 13.10. Proposers are subject to 24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3, at <https://files.hudexchange.info/resources/documents/24-Cfr-Part-135-Section-3-Regulations.pdf>. As detailed therein, “[E]conomic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, . . . be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing. . .” 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.
- 13.11. Proposers are subject to *Maintenance Wage Rate Determination for Routine Maintenance*, HUD Form 52158, attached to this solicitation document. Proposer acknowledges that he/she will not pay his/her employees at rates less than detailed on the applicable Wage Rate Determination (Davis-Bacon). The proposer will be required to submit certified payrolls; the proposer must make its payroll records available to BCHA or HUD on request, and failure on the part of the proposer to comply with this requirement will be the sole responsibility of the proposer, including any ensuing penalties, court costs, or wages due its employees. See **below** for the Wage Rate Determination currently in effect. Future Wage Rate Determinations will apply and will be provided to the proposer as available.
- 13.12. 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.
- 13.13. Florida statutes and applicable administrative codes, including the Florida Open Records Act, require procurement records and other records to be made public unless otherwise provided by law. The awarded vendor shall comply in all respects with

---

Florida's Public Records Law. Specifically, the awarded vendor shall:

- Keep and maintain public records that ordinarily and necessarily would be required by BCHA in order to perform the service;
- Provide the public with access to such public records on the same terms and conditions that BCHA would provide the records and at a cost that complies with Chapter 119, Florida Statutes, or as otherwise provided by law or administrative code;
- Ensure that lawfully exempt information, records and documents and confidential information, records and documents exempt from public record requirements are not disclosed except as authorized by law;
- Meet all requirements for retaining public records; transfer to BCHA, at no cost, all such public records in the vendor's possession upon termination of the contract; and destroy any duplicate public records that are exempt or confidential and exempt; and
- Provide all records stored electronically to BCHA in a format that is compatible with the information technology systems of BCHA.

13.14. All documents and information generated, prepared, assembled or encountered by or provided to BCHA pursuant to this RFP are the property of BCHA. Vendors shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BCHA as a result of this RFP.

13.15. In submitting a proposal, each vendor agrees not to use the results from this solicitation or any information contained in any proposal submitted in response to this solicitation as a part of any commercial advertising. BCHA specifically prohibits a vendor from advertising or promoting the fact of a vendor relationship with BCHA in the course of a vendor's marketing efforts unless BCHA specifically agrees otherwise in writing.

13.16. In the event of an imposed governmental regulation, rule, requirement or restriction which would necessitate alteration of the material, quality, workmanship or performance of the goods or services the vendor is offering BCHA, the contracted vendor shall immediately notify BCHA in writing specifying such regulation, rule, requirement or restriction which would necessitate an alteration to the contract. BCHA reserves the right to accept any such alteration to the contract, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to BCHA.

## **14.0 Contract Award**

Contract award of this RFP will be based on the responsiveness of the vendor's information to the evaluation factors, which responses will demonstrate the vendor's understanding of said factors and the vendor's capacity to perform the required services under this RFP.

By completing, executing and submitting through Demandstar the Part 1 – Technical Proposal and Part 2 – Price Proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by BCHA. The contract clauses attached Maintenance Wage Rate Determination for Routine Maintenance, Form C - Form HUD

---

5369-C, as well as Section I and Section II of Form HUD-5370-C, also apply to the vendor's above agreement. Accordingly, BCHA has no responsibility after the submittal deadline to conduct any negotiations pertaining to the contract clauses already published; and, in any case, BCHA has no power or authority to negotiate any clauses contained within any attached HUD document.

**14.1. BCHA Authorized Procurement Authority**

All contracts where the base contract amount or any option exceeds \$100,000 are required to be approved by the BCHA Board of Commissioners. In addition, all contract modifications in excess of \$100,000 require the approval by the BCHA Board of Commissioners.

**14.2. Contracting Officer and Contracting Officer's Designee**

Acceptance of services will be the responsibility of the CO, who also serves as BCHA's CEO, or the CO's designee. The CO is responsible for final approval and acceptance of all services rendered.

While the CEO is responsible for ensuring that BCHA's procurements comply with BCHA's Procurement Policy, the CEO may delegate all procurement authority as is necessary and appropriate to achieve BCHA's business and procurement goals.

**14.3. Contract Document**

BCHA and the successful vendor will execute BCHA's standard contract. See Form of Contract Sample of this document. Under no circumstances will BCHA execute a contract on the successful proposer's forms. Contracts will only be executed on BCHA's form. By submitting a proposal, the successful proposer agrees to abide by the contract form restrictions and further acknowledges BCHA's right to amend this contract form as BCHA deems necessary or appropriate. During the solicitation process but prior to the submittal deadline, however, BCHA will consider any contract clauses that the proposer wishes to include in the submission provided the proposer submits said contract clauses in writing to BCHA. BCHA reserves the right to accept or reject the proposer's contract clauses, but the failure of BCHA to include such clauses in an agreement does not give the successful proposer the right to refuse to execute BCHA's contract form.

**14.4. Contract Clauses**

Each prospective proposer must notify BCHA in writing and prior to submitting a proposal of any contract clause that the proposer is not willing to include or abide by in the final and executed contract. BCHA will consider and respond to any such written notification via issuance of an addendum. BCHA reserves the right to accept or reject the exclusion of any contract clause identified in said written notification. If the prospective proposer is unwilling to accept BCHA's decision to retain any such contract clause identified in the written notification, however, then that prospective proposer shall be deemed ineligible to submit a proposal.

All provisions within this solicitation are included in the terms of the contract by reference.

---

14.5. **Contract Terms and Conditions**

The contract that BCHA expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the proposal submitted by the successful vendor and any subsequent revisions to the vendor's proposal regarding the contract terms and conditions which result from negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed to be in the best interest of BCHA or be a necessary component of an agreement between the successful bidder and BCHA, except that no objection or amendment by a vendor to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless BCHA has explicitly accepted the vendor's objection or amendment in writing.

14.6. **Unauthorized Sub-Contracting**

The successful vendor shall not assign any right nor delegate any duty for the work required pursuant to this solicitation document (including, but not limited to, selling or transferring the contract or any right or duty under the terms of the contract) without the prior written consent of BCHA. Any purported assignment of any right or interest or any delegation of duty without the prior written consent of BCHA shall be void and, at the discretion of BCHA, may result in the cancellation of the contract between the successful proposer and BCHA and may result in the full or partial forfeiture of funds paid to the successful proposer arising from the contract.

14.7. **Right to Negotiate Fees**

BCHA shall retain the right to negotiate any fee proposed by the successful vendor for the required services. Any fee proposed by the top-rated vendor may, at BCHA's option, be considered a basis for negotiations. Such negotiations shall begin as soon as practicable after BCHA has chosen the top-rated vendor. In BCHA's sole opinion, if such negotiations become stalemated or have not successfully concluded within twenty business days following the commencement of negotiations, BCHA shall retain the right to end negotiations with the vendor and begin negotiations with the next highest rated vendor.

**LAST PAGE OF DOCUMENT**



# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]





# Responding to an Electronic Bid

5 Step Instructions

# Step 1

- Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to an eBid.
- Click on the solicitation.

The screenshot shows a web interface for a procurement system. At the top, there are navigation tabs: 'Dashboard', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there is a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of active bids. A red arrow points to the first bid entry.

Bid ID	Description	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL					Active

## Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations.

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”.

**Bid Details**

Agency Name [Redacted]  
Bid Writer [Redacted]  
Bid ID ITB-20B-  
Bid Type ITB - Invitation to Bid  
Broadcast Date 07/08/2020 4:00 AM Eastern  
Fiscal Year 2020  
Due 08/11/2020 3:00 PM Eastern  
Bid Status Text None

**Scope of Work**

The Development Districts is requesting bids for:

**Documents**

[Download all documents](#)

Filename	Type	Date Modified	Status
Addendum 1	Addendum	07/08/2020	Complete
ITB 20B-019	Bid Document / Specifications	07/07/2020	Complete
Word Bid Docs	Bid Document / Specifications	07/07/2020	Complete

**Distribution Info**

Bid Bond NO  
Plan (blueprint) None

# Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”.

If there is not a total bid amount in your submission, please put “0”.

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”.

DEMANDSTAR Dashboard Bids Quotes Coming Soon! Activities Messages Responses Robyn Gallardi

Home > Bids > 113780 > My Ebid Response Save & Finish Later Cancel

### Bid Details

Agency Name agency2.0  
Bid Number EBID-123456-0-2020/AD  
Bid Due Date 02/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining  
Bid Name TESTBID

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name  
Calgon Carbon Corporation

Address 1  
P. O. Box 717

Address 2  
Address 2 (optional)

City  
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension Extension (optional)

Bid Amount 127,000 (invalid) Alternate Bid Amount Alternate Bid Amount (optional)

Notes  
For the full 6 month contract (optional)

Next

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR web application interface for an E-Bid Response. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The breadcrumb trail shows 'Home > Bids > TESTBID > My Ebid Response'. The main content area is divided into two columns. The left column contains 'Bid Details' with the following information: Agency Name: agency2.0, Bid Number: EBID-123456-0-2020/AD, Bid Due Date: 02/29/2020 (PST), Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining, and Bid Name: TESTBID. Below this is 'E-Bid Progress' with a vertical flow of steps: Contact Information (completed), Documents Upload (current step), and Review Bid (pending). The right column is titled 'E-Bid Response' and contains 'Required Documents' and 'Agency Accepted File Formats'. The 'Required Documents' section lists 'Service Doc agency2.0' with a 'Submission Option' of 'None' and an 'Uploaded Document' field with a 'Choose a file' button. The 'Agency Accepted File Formats' section lists various file types such as Adobe Acrobat (.PDF), AutoCAD Drawing (.DWG), Microsoft Excel (.XLS), etc. At the bottom, there are 'Previous' and 'Next' buttons.

# Step 4 continued

## TIP:

There is a place for you to add "Supplemental", i.e. non-required, documents.

The screenshot displays the 'E-Bid Response' interface. On the left, the 'Bid Details' section shows: Agency Name: z z agencydtest2.0 TEST; Bid Number: Ebid-DSTESTB04 29-06-2020-0-2020/sdS; Bid Due Date: 07/21/2020 11:00 AM (Pacific); Bid Opening: 13 days 00 hour, 19 minutes, 55 seconds Remaining; Bid Name: DSTESTB04 29-06-2020. Below this is the 'E-Bid Progress' section with steps: Contact Information, Documents Upload, and Review Bid. A red arrow points from the 'Documents Upload' step to the main content area.

The main content area is titled 'E-Bid Response' and contains the following sections:

- Required Documents:** A note states: "The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline)." Below this is a list of 'Agency Accepted File Formats' including Adobe Acrobat (\*.PDF), AutoCAD Drawing (\*.DWG), GIF Image (\*.GIF), JPEG Image (\*.JPG), Microsoft Excel (\*.XLS), Microsoft Excel (\*.XLSX), Microsoft PowerPoint (\*.PPT), Microsoft PowerPoint (\*.PPTX), Microsoft Word (\*.DOC), Microsoft Word (\*.DOCX), Plain Text (\*.TXT), Plot File (\*.PLT), Rich Text Format (\*.RTF), TIFF Image (\*.TIF), WordPerfect (\*.WPD), and ZIP Compressed Archive (\*.ZIP).
- Required Document Table:**

Required Document	Submission Option	Uploaded Document
Bid Proposal	Online/Electronic	RFB2020-3239.PDF
Insurance Certificate	Online/Electronic	Insurance Certificate.docx
- Supplemental Documents:** A note says "You can upload additional documents here." Below is a form with a 'Document Title' input field and an 'Add Document' button.
- Supplemental Document Table:**

Supplemental Document	Submission Option	Uploaded Document
References	Online/Electronic	References.docx

At the bottom, there are 'Previous' and 'Upload All' buttons.

# Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”.

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

DEMANDSTAR

Dashboard Bids Quotes Activities Messages Responses

Robyn Gallardi

Home > Bids > 113180 > My E-Bid Response

Submit Response View & Finish Label Cancel

### Bid Details

Agency Name agency2.0  
Bid Number ESD-123456-0-2020/AD  
Bid Due Date 01/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 10 minutes, 47 seconds Remaining  
Bid Name TEST80

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### Review Your E-Bid Response

#### Contact Info

Company Name Calgon Carbon Corporation  
Address 1 P.O. Box 717  
Address 2  
City Pittsburgh  
State Pennsylvania  
Country United States of America  
Postal Code 15220-0717  
Phone Number 4127876810  
Fax  
Bid Amount \$127,000.00  
Alternate Bid Amount  
Notes For the full 6 month contract

#### Agency Required Documents

- Service Doc agency2.0(Electronic/Online)

#### Supplemental Documents

- References(Electronic/Online)

After clicking "Submit Response" the following process will begin:  
1. We will verify that your response is complete as entered.  
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.  
3. You will receive a confirmation e-mail indicating a successful response submittal.  
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

Previous Submit Response

For more help in responding to an eBid, please call (206) 940-0305 or email: [support@demandstar.com](mailto:support@demandstar.com)

# CONFIRMATION

You will receive an email confirming that you have successfully submitted a response to an eBid solicitation.

Note that you can *update* your eBid response until the Bid Due Date and Time.

eBid Submission Confirmation - EBID-DSTEST01 01042020-0-2020/DB Σ Inbox x

supplierservices@demandstar.com  
to me ▾

9:59 AM (1 minute ago)

## RESPONSE CONFIRMATION

Dear

Congratulations! You just successfully submitted a response to Z Demandstar Agency's bid, DSTEST01 01042020. Your confirmation number is 21050.

Here are the details of your response, for your records:

Agency: Z Demandstar Agency  
Bid Identifier: EBID-DSTEST01 01042020-0-2020/DB  
Bid Name: DSTEST01 01042020  
Bid Amount: \$25000  
Alt Bid Amount: \$18000

Required documents submitted:

1	DS Agency Ebid 1	Electronic/Online
2	DS Agency Ebid3	Electronic/Online

Supplemental documents submitted:

1	Test document	Electronic/Online
2	Part Inventory	Electronic/Online

You may [update your eBid response](#) up until the Bid Due Date and Time, which is 10/31/2020 at 15:30 (Pacific).

You may also update your responses by logging into [www.demandstar.com](http://www.demandstar.com) and clicking on the "Responses" tab.

Sincerely,  
The DemandStar Team



# CONFIRMATION

You may change information and re-upload documents until the due date.

[NOTE: make sure you are doing this well before the **time** of the opening! ]

There are two ways of confirming your activity and responses:

1. Look at *all* your eBid Responses under Activities
2. View History per each solicitation to which you responded

DEMANDSTAR Dashboard Bids Quotes Activities Messages Responses

Home > Activities > eBid Responses

Notifications Watch List Planholders eBid Responses Quotes

eBid Responses (8)

Bid Name	Agency	ID	Activity	Date / Time
TEST FOR NOTIFICATIONS - ONLY - no...	Z Demandstar Agency	RFP-TEST-ONLY-0-2020/LW	Bid response submitted by Steve Tran.	09/18/2020 7:30 PM Eastern
DSTEST01 01042020	Z Demandstar Agency	EBID-DSTE		
DSTESTB02 01-07-2020 TEST BID PLE...	Z Z agencydstest2.0	Ebid-DSTE		
DSTESTB01 01-07-2020 TEST BID PLE...	Z Z agencydstest2.0	Ebid-DSTE		
The Duluth Playhouse Reroof & Tuck...	St. Louis County, MN - Purchasing Division	RFB-5468A		
IFB 090-2020 INDUSTRIAL STATIONAR...	City of Springfield, MO - Division of Purchases	IFB-IFB 090		
Re-Bid SLC Courthouse - Duluth Rest...	St. Louis County, MN - Purchasing Division	RFB-090		
123 Testing Sample Bid	Clark County Regional Flood Control District	RFP-123te		

DEMANDSTAR Dashboard Bids Quotes Activities Messages Responses

Home > My Bid Responses

Responses

Bids

Reminder Date: 09/22/2020

WATER MAIN & FORCE MAIN REPLA...  
Response Date: 09/22/2020  
Status: Incomplete

supplier updating eBid response d...  
Response Date: 09/21/2020  
Status: Incomplete

TEST FOR NOTIFICATIONS - ONLY - ...  
Response Date: 09/18/2020  
Status: Complete

DSTEST01 01042020  
Response Date: 09/18/2020  
Status: Updated

IFB 006-2021 BUILDING DEMOLITIO...  
Response Date: 09/02/2020  
Status: Incomplete

Potable Water and Wastewater Pol...  
Response Date: 08/11/2020  
Status: Incomplete

Response Details

View History

Agency Name: Town of Callahan  
Bid Number: ITB-0W450201-0-2020/MW  
Bid Name: WATER MAIN & FORCE MAIN REPLACEMENTS/ EXTENSIONS  
Bid Due Date: 10/22/2020 2:30 PM Eastern  
Response Submitted On: 09/22/2020 12:35 PM Eastern  
Countdown to Bid Due Date: 30 days, 01 hour, 31 minutes, 07 seconds Remaining  
Date: 09/22/2020 12:35 PM Eastern  
State: Florida  
Status: Incomplete

Contact Information

Company Name: Best Painting Company (TEST ACCOUNT)  
Address 1: 1411 Fourth Ave  
Address 2: Seattle  
City: Seattle  
State: Washington  
Postal Code: 98101  
Response Number: 21824  
Phone Number: 206-889-4485

For more help in responding to an eBid, please call (206) 940-0305 or email: [support@demandstar.com](mailto:support@demandstar.com)



4780 North State Road 7 • Lauderdale Lakes, Florida 33319 • 954-739-1114 • 954-535-0407 fax • 954-735-4371 TDD • www.bchaf.org

## FORM OF CONTRACT

**THIS AGREEMENT** made this XXX day of TBD in the year XXX by and between TBD. 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 RFP 20-287: Pest Control Services.

This is in strict accordance with the specifications dated XXXX 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 two years, expiring on XXXX; with three (3), 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, the sum of XXXX Dollars (\$xx,xxx.xx).

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

- a) This instrument
- b) Specifications - Exhibit A
- c) Addendums (if applicable): \_\_\_\_\_
- d) Vendor's Fee Schedule - Exhibit B
- e) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- f) Licenses, if applicable
- g) Board Resolution Number \_\_\_\_\_, if applicable. (To be ratified at the Month XX, 2020 Board of Commissioners Meeting)
- h) HUD Maintenance Wage Rate Determination
- i) Form HUD-5370-C, Section I and II

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.

**Article IV - Conditions inconsistent with Contract Drawings of Original Project:** The PHA does not represent that the contract documents accurately represent the conditions which exist on the project site. The Contractor agrees, however, that in the event conditions are inconsistent with these contract documents that (it) (he) will make no claim for extra compensation or for an extension of time in light of said inconsistencies.

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.



4780 North State Road 7 • Lauderdale Lakes, Florida 33319 • 954-739-1114 • 954-535-0407 fax • 954-735-4371 TDD • www.bchaf.org

**CONTRACTOR:**

TBD

\_\_\_\_\_

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

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

FEIN: \_\_\_\_\_

Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST

\_\_\_\_\_

**BROWARD COUNTY HOUSING AUTHORITY**

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

Ann Deibert, Chief Executive Officer

Date:

\_\_\_\_\_

# General Conditions for Non-Construction Contracts

## Section I – (With or without 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. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **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 I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 this Contract.

#### 6. 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.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

---

## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of



---

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. 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.

# 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. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**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 \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – 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) A 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

---

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.

<b>Maintenance Wage Rate Determination</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>	<b>HUD FORM 52158 (04/2005)</b>
--	---	-------------------------------------

Agency Name: <b>BROWARD COUNTY HOUSING AUTHORITY</b>	LR 2000 Agency ID No: <b>FL010A</b>	Wage Decision Type: <input checked="" type="checkbox"/> <b>Routine Maintenance</b> <input type="checkbox"/> <b>Nonroutine Maintenance</b>
	Effective Date: <b>10/01/2019</b>	Expiration Date: <b>09/30/2021</b>

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

**Steven A. Bales** /s/ *Steven A. Bales*

**Labor Relations Specialist**

HUD Labor Relations  
(Name, Title, Signature)

**08/01/2019**

Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Repair Person	\$14.81	
Maintenance Assistant	\$13.28	
Janitor	\$9.37	
Grounds Worker – unskilled	\$8.56	
<b>TRADES FOR MAINTENANCE CONTRACTS</b>		
Elevator Installer/Repairer	\$41.95	
Electrician	\$19.24	
Grounds Worker – Unskilled	\$8.68	
HVAC Mechanic	\$17.83	
Landscaper/Groundskeeper	\$10.95	
Painter	\$14.57	
Plumber	\$18.76	
Tree Trimmer/Pruner	\$10.95	
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.  <small>(HUD Labor Relations: If applicable, check box and initial below.)</small>  _____ LR Staff Initial

**FOR HUD USE ONLY  
LR2000:**

**Log in:**

**Log out:**

**Broward County Housing Authority  
RFP 20-287 Pest Control Services  
Exhibit A - Specifications**

**1.0 Scope of Work:**

- 1.1 **General Requirements:** To provide the Broward County Housing Authority (BCHA) Pest Control Services, as defined in section 482.021(22), Florida Statutes, for multiple Facilities to include indoor treatment and outdoor perimeter treatment as well as additional treatments on an as needed basis in accordance with these specifications.
- 1.2 **Initial Service:**

Within 30 days after execution of the contract, the vendor will perform a thorough inspection and treatment of the units, common areas, perimeter and exterior of the BCHA sites listed in this document for pest control. An intensive treatment must follow to assure a 10-day resolution to eliminate all existing infestations.
- 1.3 The vendor will coordinate an Initial Service for each unit with the site staff to ensure proper notice to the residents. During the Initial Service the vendor will apply pesticides to the interior of the structures, including the units' interior, common areas and the exterior perimeter of the structures of all premises. This Initial Service will include the inspection's intensive treatment resolution and communicated to the site staff immediately.
- 1.4 **Monthly Services:**

The vendor will establish a monthly routine pest treatment cycle to inspect, maintain and service the common areas, perimeter and exterior of the BCHA sites listed in this document for pest control. Such routine pest treatment cycles shall include, but not be limited to, the common areas, lunchrooms, entrance ways, hallways, stairways, trash rooms, mechanical and utility rooms, elevators, restrooms and offices.
- 1.5 **Triannual Services (3 times a year):**

The vendor will establish a triannual routine pest treatment cycle to inspect, maintain and service the interior of all the units of the BCHA sites listed in this document for pest control. Such routine pest treatment cycles shall include, but not be limited to, living rooms, hallways, kitchen, bedrooms, and bathrooms of each unit.
- 1.6 **Unit Service:**

The vendor will service the interior of a unit(s) as required by the BCHA management during the Monthly Services. Such unit(s) will be indicated in the pest control information log. Compensation for each unit service is reflected in the Contract's Fee Schedule- Exhibit B.
- 1.7 The vendor will establish a comprehensive pest control program that brings quality, prompt and professional services to the residents of properties under BCHA's management. To assist BCHA in achieving these service goals, the vendor must sign in and out with site staff on service days so that BCHA is able to monitor accurately the vendor's commitment to the high degree of professionalism and responsiveness BCHA requires.
- 1.8 The vendor will supply and maintain, in conjunction with BCHA, a pest control information

log at each property. The log shall contain the following information:

- a) Applicator licenses
  - b) Award and service agreements
  - c) Educational materials for staff and residents
  - d) Focus Apartment List
  - e) Potential notifications/preparation instructions
  - f) Product labels (or links to product labels) and material safety data sheets for all pesticide
  - g) Service log (containing the Routine Service Forms and Unit Service Tickets/requests)
  - h) Service schedule
- 1.9 The initial contract period shall start on date of execution and shall terminate two years from that date. The vendor will complete delivery and BCHA will receive delivery on any orders submitted to the vendor prior to the date of expiration.
- 1.10 BCHA may renew this contract for up to three, one-year periods subject to vendor acceptance, satisfactory performance and BCHA's determination that renewal will be in its best interest. A notification of the intent to renew a contract will be sent no later than sixty (60) calendar days before the expiration date of the existing contract.
- 1.11 Prices established in the Fee Schedule – Exhibit B will include all labor, materials, equipment, supplies, tools, travel, transportation, overhead, general and administrative expenses, incidental expenses, operating margin, inspections, interior and exterior spraying, subcontractors' costs (if any), and any other costs associated with the delivery of the required services.
- 1.12 All prices, terms and conditions will remain fixed for the period of the contract. In addition, all prices, terms and conditions will remain fixed for the renewal period of the contract. No price escalations for fuel costs throughout any contract period will be allowed unless otherwise specified in this document.
- 1.13 All work shall be performed according to the best standards of workmanship and comply with all legal requirements, including, but not limited to, all applicable, state, county and municipal codes, guidelines and pesticide regulations.
- 1.14 The vendor shall respond to all call backs within 24 hours of notification at no extra charge to BCHA.
- 1.15 Routine pest treatment cycles will include all labor and materials required for the control and extermination of pests as defined in section 482.021(21), Florida Statutes, except for Termites and Bedbugs, including, but not limited to:
- (a) All ants (interior)
  - (b) Cockroaches
  - (c) Lady bugs
  - (d) Beetles
  - (e) Crickets
  - (f) Earwigs
  - (g) Fleas
  - (h) Flies including whiteflies
  - (i) Flying insects in the bee family

- (j) Spiders
- (k) Mites
- (l) Moths
- (m) Silverfish
- (n) Rodents
- (o) Any other related insect

- 1.16 Within 24 hours of any pest control service, the vendor shall provide BCHA documentation of the service(s) provided. At a minimum, the documentation will include the following:
- a) The units that were inspected and treated (total number and specific apartments);
  - b) The pesticide application records in compliance with state and federal reporting requirements;
  - c) A list of apartments with active pest infestation (with specific pests noted);
  - d) A list of apartments with housekeeping issues including clutter (note, the vendor shall become familiar with BCHA's housekeeping inspection policy, See Attachment 1 – General Health & Safety Conditions & Housekeeping Standards) and recommend remedial actions in line with BCHA lease requirements;
  - e) A list of apartments with maintenance issues that contribute to the pest problem or would/may allow pests to enter the apartment;
  - f) Follow-up treatment plans and any treatment schedule; and
  - g) Other information the vendor considers important for proper pest control.
- 1.17 The vendor will be responsible for fully complying with all applicable federal, state and local pesticide laws and regulations. The vendor will apply all toxicants in accordance with the manufacturer's published instructions and applicable laws. Vendor will only use products in any manner consistent with its labeling. The vendor will only use pesticides for the indicated pests and the vendor will follow the label instructions.
- 1.18 The vendor shall discuss all unit conditions with BCHA property managers or designated staff only and shall not discuss any unit conditions with any resident or discuss any unit conditions in the presence of any resident.
- 1.19 If the vendor determines that an urgent condition exists which will negatively impact pest control and extermination, the vendor shall notify within 24 hours the BCHA property manager or designated staff by phone and/or email of such condition. After notification, the vendor shall provide the BCHA property manager with written documentation that specifies the urgent condition and the treatment plan within 24 hours of such notification.
- 1.20 Under no circumstances may the vendor store or dispose any pesticide product on BCHA managed property.
- 1.21 The vendor shall comply in all respects with all laws and regulations governing pest control operators and applicators of restricted use pesticides; with the Structural Pest Control Act, Chapter 482, Florida Statutes; with associated Florida administrative rules (including, but not limited to, Chapter 5E-14, Florida Administrative Code); and with the Florida Bureau



of Entomology and Pest Control's record keeping requirements for commercial pest control operators and commercial applicators.

- 1.22 At the request of the BCHA management, the vendor will conduct call back visits, at no additional cost to the BCHA, to reapply pesticides as is necessary to control for and mitigate against infestations of the pests covered in this Specification document which may occur between regularly scheduled services visits.
- 1.23 The vendor will respond within 24 hours of notification for requests for pests' treatments.
- 1.24 The vendor will leave post treatment notices in each occupied apartment that is treated.
- 1.25 The vendor will leave post treatment notices for vacant units in the BCHA management office.
- 1.26 At the vendor's expense, the vendor will use properly registered pesticides and contractor's labor, tools, materials and equipment necessary to accomplish the pest control services for all areas and buildings specified herein. Such materials and equipment include, but are not limited to, tools used for non-chemical pest management treatments, for example, HEPA vacuums and sealants. The vendor will work with BCHA to solve maintenance-type issues. The vendor will identify structural conditions that negatively impact effective pest control and eradication (including, but not limited to, identification of cracks, gaps, and crevices less than ¼" wide and 5" long) to assist BCHA management in addressing or repairing such conditions.
- 1.27 For every property location requiring pest control services identified in this scope, the vendor shall address pest control service issues indicated on a BCHA maintained log. In advance of the service date, property managers will send to the vendor said log. However, the vendor is to verify upon arrival the pest control service issues reported in the log for newly added requests which can be addressed while the vendor's personnel are on site.
- 1.28 The vendor will provide to BCHA reports (monthly or quarterly at BCHA's discretion) that reflect the pest control services provided and any infestation patterns. Such reports shall be specific to the site locations.
- 1.29 Vendor shall provide a work order for the required services and such work order must be signed by a BCHA authorized person indicating completion and satisfaction of work performed. A copy of the work order shall remain on site, and a copy of the work order is to be submitted with invoices.
- 1.30 The vendor will address requests for treatment of pests with the proper treatment and any necessary follow-up. Service will follow pest control industry current best practices.
- 1.31 If the conditions of a unit or apartment contributes to infestation, or resident refusal, the vendor shall immediately report in writing such condition to the property manager within 24 hours.
- 1.32 As a critical matter to BCHA, vacant apartments must be ready for occupancy as soon as possible. Therefore, the vendor will service vacant apartments within one business day after notification of the need for treatment. The vendor acknowledges that multiple treatments to

vacant apartments may be required to achieve the desired pest control effect.

- 1.33 The vendor shall inspect apartments for pests as part of the routine pest control services. Such inspection is to include appropriate and effective monitoring devices and the observation of the visible surfaces of upholstered furniture and beds. Such inspection does not include the removal of furniture.
- 1.34 The successful vendor will respond to pest infestations requests within 24 hours after notification of the need for treatment provided that the unit is ready for treatment. If the unit is not ready for treatment, the vendor will notify management.
- 1.35 Vendor will treat the apartment(s) as appropriate in relation to infestation level. Vendors should propose services for treating both low-level infestations and medium to high levels of infestations. After 10 to 14 days, the vendors will reinspect the apartment and repeat the process if needed.
- 1.36 BCHA reserves the right to negotiate with any vendor for the purchase of related pest control services, and to add (or delete) apartments, buildings or parts of buildings to (or from) the agreement. BCHA reserves the right to solicit these services from other vendors at its discretion.
- 1.37 BCHA shall notify the vendor of any unit that cannot be treated due to a physician's stated health situation that would prohibit pesticide service.

## **2.0 Optional Services – Termites and/or Bed bugs**

- 2.1 Vendors will propose a service for termites and/or bed bugs management that is consistent with integrated pest management best practices, including monitoring. The successful vendor shall use "Termidor" (or an approved equal) and bait stations.
- 2.2 Within 24 hours of a request for an estimate, the vendor will submit the written quotation(s). The vendor must visit the job site, apartment(s) or infested areas and submit accurate quotations prior to BCHA staff authorizing such termite and /or bed bug treatment. In no instance shall the contractor's invoice exceed the vendor's submitted quote.
- 2.3 The vendor's termite and/or bed bug control or treatment program shall use properly registered pesticides and approved equipment to protect BCHA properties from damage. The vendor's treatment shall follow the principles of integrated pest management, including both chemical and non-chemical controls. Such treatment plan shall include a warranty provision that allows for call back services for one year.
- 2.4 The written treatment plan must include recommendation for the need of dispose items.
- 2.5 If the vendor reports the presence of bed bugs, the vendor shall schedule a service with the manager and with the resident(s) in the affected unit, the units with adjacent walls, and the units across the hall (where applicable). Treatments are to be minimally burdensome on BCHA staff and residents. Disposal of residents' belongings should be regarded as a last-resort option, not a routine option.
- 2.6 In BCHA's sole discretion and at BCHA's direction, the vendor shall perform remedial

- treatment of a specific or localized area of a building, an apartment, or unit.
- 2.7 The Vendor must conduct termite inspection services of covered facilities and report to BCHA property managers or designated staff evidence of any termite infestation.
  - 2.8 The vendor's termite control or treatment program must provide the costs per linear foot, the number of linear feet included in the treatment, and a detailed diagram depicting the treatment area(s).
  - 2.9 The vendor's quotation(s) for termite control treatment must include a list of any proposed subcontractors.
  - 2.10 Any penetration or any drilling of access ports to effectuate any pest control treatment of the BCHA facilities must be coordinated with management. All encounters must meet appropriate governmental policies, including, but not limited to, rules and regulations of the Environmental Protection Agency, the Asbestos Hazard Emergency Response Act, Broward County and respective city rules and regulations.
  - 2.11 After treatment, the vendor shall patch any access ports caused by the drilling with the manufacturer's recommended product and to BCHA standards, and the vendor shall inform management of the completed work so that BCHA management may inspect the quality of the work.
  - 2.12 Once per year, the successful vendor will inspect each apartment that has been treated for bedbugs / termites and warranted pursuant to this scope. Further, such inspection is not required if BCHA has not paid the renewal fee. This inspection will be a standard examination for evidence of termites and or bed bugs. Vendor will also inspect the termite bait stations and replace them as necessary.
  - 2.13 The vendor shall provide BCHA all warranty documents which must indicate
    - a) The apartment where the installation occurred;
    - b) The treatment area (floor, wing, etc.);
    - c) A detailed diagram indicating the specific area(s) covered under the warranty;
    - d) The date the warranty commences and expires.

### **3.0 Vendor's Responsibilities**

- 3.1 The vendor shall be solely responsible for the professional quality, accuracy, timely completion, and coordination of all services required under this solicitation that are furnished by the vendor, its principals and employees. In performing such services, the vendor shall follow practices consistent with generally accepted professional standards.
- 3.2 Vendor shall have in its employ, or under its control, sufficient, qualified, experienced and competent personnel to perform the required services promptly and in accordance with a schedule or work program as approved by BCHA. Vendor shall employ only such workers as are skilled in the tasks to which they are assigned. Vendor's employees shall perform all work in a skilled, professional and safe manner. Vendor shall be responsible for overseeing the work of all workers.
- 3.3 All employees of the vendor shall be considered to be, at all times, the sole employees of

the vendor, under the vendor's sole direction and not an employee or agent of BCHA. BCHA may require the vendor to remove an employee if BCHA 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.

- 3.4 Each crewmember shall wear an identification card with a photograph or a uniform that identifies him or her as a member of the vendor's workforce. Vendor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any BCHA site.
- 3.5 At least one employee of the vendor assigned to any BCHA site must be able to fluently speak, read and communicate in English or the vendor must provide a translator for communication at the vendor's expense.
- 3.6 BCHA reserves the right to demand and receive a change in personnel assigned to the work if BCHA believes that such change is in its best interest and in the completion of the assigned work.
- 3.7 All deficiencies in the provided service shall be immediately corrected by the vendor. All corrections shall be made within two business days after such deficiencies are reported orally or in writing to the vendor by BCHA personnel.
- 3.8 Vendor shall be solely and completely responsible for initiating and supervising all safety precautions and programs in connection with the work. Furthermore, the vendor is responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site, tenants, and other persons, including, but not limited to, the general public who may be affected thereby. All work is to be performed in accordance with and as required by OSHA, EPA and AHERA regulations.
- 3.9 All buildings, appurtenances and furnishings shall be protected by the vendor from damage which might be done or caused by work performed under this solicitation. Such damages to the foregoing shall be repaired or replaced at the vendor's expense by approved methods so as to restore the damaged areas to their original condition.
- 3.10 Vendor shall be responsible for informing their workers that under no circumstances are they permitted to accept any items including food or drink from any tenant.
- 3.11 Vendor, its principles and employees shall not smoke in any BCHA residential unit or facility.
- 3.12 Vendor shall obtain keys from an authorized BCHA representative only. Neither the vendor nor its employees shall admit anyone except other vendor employees to areas secured or controlled by a key in their possession. If the vendor or the vendor's employees are unable to return said keys, the vendor shall reimburse BCHA for the actual cost of the replacement and/or rekeying including master key, replacement keys, cores, locks and labor.
- 3.13 Vendor shall remove daily all debris from BCHA sites. BCHA dumpsters and trash receptacles shall not be used for debris removal. Vendor shall thoroughly clean all areas

where work has been performed.

- 3.14 Vendor shall perform work during BCHA's regular business hours of Monday through Friday from 8:30 a.m. to 5:00 p.m. Permission to perform the work required shall be obtained prior to the start of work and supervised by a property manager or designee. The vendor must receive BCHA's approval in advance to perform work on Saturdays, Sundays or holidays.
- 3.15 Florida statutes and applicable administrative codes, including the Florida Open Records Act, require procurement records and other records to be made public unless otherwise provided by law. The awarded vendor shall comply in all respects with Florida's Public Records Law. Specifically, the awarded vendor shall:
- a) Keep and maintain public records that ordinarily and necessarily would be required by BCHA in order to perform the service;
  - b) Provide the public with access to such public records on the same terms and conditions that BCHA would provide the records and at a cost that complies with Chapter 119, Florida Statutes, or as otherwise provided by law or administrative code;
  - c) Ensure that lawfully exempt information, records and documents and confidential information, records and documents exempt from public record requirements are not disclosed except as authorized by law;
  - d) Meet all requirements for retaining public records; transfer to BCHA, at no cost, all such public records in the vendor's possession upon termination of the contract; and destroy any duplicate public records that are exempt or confidential and exempt; and
  - e) Provide all records stored electronically to BCHA in a format that is compatible with the information technology systems of BCHA.
- 3.16 In the event of an imposed governmental regulation, rule, requirement or restriction which would necessitate alteration of the material, quality, workmanship or performance of the goods or services the vendor is offering BCHA, the contracted vendor shall immediately notify BCHA in writing specifying such regulation, rule, requirement or restriction which would necessitate an alteration to the contract. BCHA reserves the right to accept any such alteration to the contract, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to BCHA.
- 3.17 **Unauthorized Sub-Contracting:** The successful vendor shall not assign any right nor delegate any duty for the work required pursuant to this solicitation document (including, but not limited to, selling or transferring the contract or any right or duty under the terms of the contract) without the prior written consent of BCHA. Any purported assignment of any right or interest or any delegation of duty without the prior written consent of BCHA shall be void and, at the discretion of BCHA, may result in the cancellation of the contract between the successful proposer and BCHA and may result in the full or partial forfeiture of funds paid to the successful proposer arising from the contract.

#### **4.0 Licensing and Insurance:**

- 4.1 Vendor must hold all necessary and applicable professional licenses required by the State of Florida and all other regulatory agencies necessary to complete any service required under this Scope of Work, Pest Control Business License from Florida Department of Agriculture and Consumer Services (FDACS) and the Pest Control Operator's Certificate.
- 4.2 All required licenses shall remain active and valid during the entire contract period.
- 4.3 The vendor shall obtain, at the vendor's own expense, any permits, certificates and licenses as may be required in the performance of the specified work.
- 4.4 The vendor will be required to obtain and maintain the insurance coverage identified below during the entire contract period:
  - General Liability coverage for 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.
  - Worker's Compensation carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability. Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
  - Comprehensive Automobile Liability coverage, including – as applicable - owned, non-owned and hired autos, in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence basis. If vendor owns no vehicle, this requirement may be satisfied by non-owned auto endorsement to the general liability policy described above. If the vendor or vendor's employee will use their personal automobiles in any way in performing services, vendor shall provide evidence of personal automobile liability coverage for each person upon request.
- 4.5 Vendor agrees, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of twenty percent of available coverage. BCHA shall be notified at least 30 days in advance of such cancellation, non-renewal or adverse change.
- 4.6 The premium cost of all insurance purchased by the vendor for protection against risks assumed by virtue of a contract between the vendor and BCHA shall be borne by the vendor and such cost is not reimbursable by BCHA.
- 4.7 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.

## **5.0 Payments and Invoicing Requirements**

- 5.1 Contract Payment:
  - 5.1.1 In accordance with payment schedules, vendor will submit invoices to Accounts Payable Department and Property Manager, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319.
- 5.2 Vendor invoices shall reflect the prices established for the contracted items for all orders placed by BCHA even though a contract number or a correct price may not be referenced on a BCHA purchase or work order.
- 5.3 Only properly submitted invoices will be processed for payment. Invoices submitted for goods or services which lack information necessary to fully audit the invoiced charges or invoices submitted for unauthorized goods or services will be returned unpaid to the vendor.
- 5.4 The vendor is solely responsible for providing BCHA any missing or incomplete information on an invoice and, when requested, for providing proof of BCHA's authorization for invoiced goods or services. The vendor will be paid when such information or proof is provided.
- 5.5 All invoices must be itemized showing: Vendor's name, remit to address, Contract number, purchase order number, service location (site name) and unit number (if applicable), and prices per the contract, itemized in order to facilitate contract auditing.
- 5.6 Each invoice must detail the service and location at which performed accompanied by a copy of the work order signed by the designated Manager or Contact Person indicating satisfactory completion of work. A separate invoice must be submitted for each date and location.
- 5.7 BCHA will pay the properly completed and authorized invoice within thirty days of receipt.
- 5.8 Vendor will provide BCHA the vendor's direct deposit information for ACH payments.
- 5.9 Vendor must have all work orders signed by site staff on the day of service or no later than 24 hours after the date of service. Failure to comply with this requirement will delay the processing of any payment for such services until the appropriate signatures are obtained.

## **6.0 Advanced Payments**

- 6.1 BCHA will make no advance payments for the goods and/or services that are subject of this project, unless otherwise noted in the contract. Invoices may be submitted on no more than a monthly basis.

## 7.0 Contract Period

- 7.1 The initial contract period shall start with the expiration date of the previous contract or with the date of the execution of the contract, whichever is the latest, and shall terminate two years from that date. The Contracting Officer (CO) may renew such contract for up to three (3), one (1) year periods subject to the vendor’s acceptance, the vendor’s satisfactory performance and BCHA’s determination that renewal will be in BCHA’s best interest.
- 7.2 A Notification of Intent to Renew will be mailed no later than sixty calendar days in advance of the expiration date of the contract. All prices, terms and conditions shall remain firm for the initial period unless subject to price adjustment specified as a “special condition” hereto.
- 7.3 In the event services are scheduled to end because of the expiration of this contract, the vendor shall continue the service upon the sole request of the CO. The extension period shall in no instance extend for more than ninety days beyond the expiration date of the existing contract. The vendor shall be compensated for the required services at the rate in effect when this extension clause is invoked by BCHA.

## 8.0 Locations:

- 8.1 Vendor will perform pest control services specified within Scope of Work at the locations below:

Location	Property Manager	# of Units	Size of Units	Unit Breakdown	Building Description
Highland Gardens 331 NE 48th Street Deerfield Beach, FL 33064	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchaf1.org">egalloza@bchaf1.org</a>	100	631 sq. ft.	1/BR	3 Story Mid-Rise
Griffin Gardens 4881 Griffin Road Davie, FL 33314	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchaf1.org">egalloza@bchaf1.org</a>	100	1/BR, 617 sq. ft 2 BR, 830 sq. ft	90 - 1/BR 10 - 2/BR	4 Story Hi-Rise
Roosevelt Glen NW 12th Ct & NW 28 <sup>th</sup> Ave Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchaf1.org">egalloza@bchaf1.org</a>	9	989 sq. ft.	3/ BR	Single Family Homes
Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchaf1.org">egalloza@bchaf1.org</a>	24	2/BR, 734 sq. ft. 3 BR, 909 sq. ft	12 - 2/BR 12 - 3/BR	1 & 2 Story Town Homes
Everglades Heights 2400 NW 22nd Street Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchaf1.org">egalloza@bchaf1.org</a>	53	2/BR, 711 sq. ft 3BR, 1055 sq. ft	45 - 2/BR 8 - 3/ BR	2 Story Walk-Up Apartments
Park Ridge Court 5200 NE 5th Terrace Deerfield Beach, FL 33064	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchaf1.org">egalloza@bchaf1.org</a>	37	911 sq. ft	3/ BR	Single Story Duplexes



Meyers Estates 2411 NW 7th Street Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 E-mail: <a href="mailto:egalloza@bchafll.org">egalloza@bchafll.org</a>	50	911 sq. ft.	3 - 2/BR 47 - 3/BR	2 Story Walk-Up Apartments
College Gardens 1555 SW 12 <sup>th</sup> Avenue Dania Beach, FL 33304	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cjackson@bchafll.org">cjackson@bchafll.org</a>	64	2/BR, 929 sq. ft. 3/BR, 1120 sq. ft.	40 - 2/BR 24 - 3/BR	2 Story Walk-Up Apartments
Ocean Drive Estates 101, 105 & 111 SE 9 <sup>th</sup> Ave Pompano Beach, FL 33060	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cjackson@bchafll.org">cjackson@bchafll.org</a>	12	2/BR, 775 sq. ft.	12 - 2BR	Quadplexes
LES Building 3220 N. 24 <sup>th</sup> Avenue Hollywood, FL 33020	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cjackson@bchafll.org">cjackson@bchafll.org</a>	N/A	2000 sq. ft	N/A	Office Building
Twin Oaks 4370 NW 29 <sup>th</sup> Street Lauderdale Lakes, FL 33313	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cjackson@bchafll.org">cjackson@bchafll.org</a>	16	737 sq. ft.	1/BR	Single Story
Manors of Middle River 1716-1416 N Dixie Hwy. Fort Lauderdale, FL 33305	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cjackson@bchafll.org">cjackson@bchafll.org</a>	12	2/BR, 1200 sq. ft  3/BR 1500 sq. ft	8 - 2BR 4 - 3BR	Townhouses
Villas of Pompano 113-117 SE 11 <sup>th</sup> Ave. Pompano Beach, FL 33060	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cjackson@bchafll.org">cjackson@bchafll.org</a>	8	1/BR 600 sq. ft  2/BR 800 sq. ft	2 - 1BR 6 - 2BR	Quadplexes
Crystal Lake Townhouse 2700 N. 24 <sup>th</sup> Ave. Hollywood, FL 33020	Curvis Jackson Tel: 954-325-3692 E-mail: <a href="mailto:cjackson@bchafll.org">cjackson@bchafll.org</a>	10	2/BR 1350 sq. ft  3/BR 1530 sq. ft	4 - 2BR 6 - 3BR	Townhouse

## 9.0 Financial Consequences for Nonperformance:

9.1 BCHA reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Vendor has failed to perform under or comply with the provisions of this contract. When or if the Vendor fails to perform under or comply with provisions of this contract, the Vendor has ten (10) calendar days from receipt of Complaint Notice to comply as instructed within the notice. An amount of \$1,000.00 may be assessed for each day the Vendor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Vendor's invoice. The rights and remedies of BCHA in this paragraph is not considered penalties and are in addition to any other rights and remedies provided by law.

## 10.0 Warranty:

10.1 The vendor shall provide BCHA all warranty documents which must indicate:

- a) The location where the treatment occurred;
- b) The treatment area (floor, wing, etc.);
- c) A detailed diagram indicating the specific area(s) covered under the warranty;
- d) The date the warranty commences and expires.

**GENERAL HEALTH & SAFETY CONDITIONS  
& HOUSEKEEPING STANDARDS**

Residents must abide by necessary and reasonable regulations promulgated by Meyers Parkridge Apartments, LLC for the benefit and well-being of all residents as well as comply with all obligations imposed upon residents by applicable provisions of building and housing codes that materially affect health and safety, including but not limited to the conditions listed below:

1. The interior of the premises must be kept in a clean and safe condition.
2. Resident is not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives, including fire works.
3. Resident is not to block egress in any room of the premises.
4. Resident is not to block call for aide cord in any room of the premises.
5. The toilet, sink, tub, and floor of the bathrooms will be kept in a clean condition.
6. Dishes, pots, pans and other utensils used in food preparation and consumption will be washed soon after use and stored when not in use.
7. The stove, microwave, refrigerator, and kitchen sink will be cleaned regularly and kept free from food (food spills) and grease; to prevent the accumulations of dirt.
8. Food must be put in proper containers with lids before storing in the refrigerator and/or cabinets (no pots and pans or plastic shopping bags) as this will prevent damage to the refrigerator and infestation of bugs.
9. The cabinets and floors throughout the premises will be cleaned regularly and kept free from food and accumulations of dirt.
10. Prepare premises for monthly extermination of insects as required and report infestation immediately.
11. The front door and hallway area will be cleaned of all debris, trash, and litter.
12. Dispose of all garbage, rubbish and other waste from the premises in a sanitary Manner (properly bagged and disposed inside waste chutes or dumpsters as applicable).

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Adult Signature

\_\_\_\_\_  
Adult Signature

\_\_\_\_\_  
Adult Signature

\_\_\_\_\_  
Meyers Parkridge Apartments, LLC Representative

\_\_\_\_\_  
Date

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-287  
REQUEST FOR PROPOSAL  
PEST CONTROL SERVICES**

**FEE SCHEDULE – EXHIBIT B**

**Price for Pest Control Services**

Item No.	Location	Total Number of Units	Building Description	Number of Buildings	*Estimated Total Square Footage of Building(s)	Services	*Estimated Number of Units per Month	Cost/Fee	*Estimated Annual Costs
1	Highland Gardens 331 NE 48th St Deerfield Beach, FL 33064	100	3 Story Mid-Rise	1	63,100	Initial Service	23		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
2	Griffin Gardens 4881 Griffin Rd Davie, FL 33314	100	4 Story Hi-Rise	1	63,830	Initial Service	23		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
3	Roosevelt Glen NW 12th Ct & NW 28th Ave Fort Lauderdale, FL 33311	9	Single Family Homes	9	8,901	Initial Service	2		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
4	Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	24	1 & 2 Story Town Homes	12	19,716	Initial Service	5		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
5	Everglades Heights 2400 NW 22nd St Fort Lauderdale, FL 33311	53	2 Story Walk-Up Apartments	7	40,435	Initial Service	11		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
6	Park Ridge Court 5200 NE 5th Terrace Deerfield Beach, FL 33064	37	Single Story Duplexes	20	33,707	Initial Service	11		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
7	Meyers Estates 2411 NW 7th St Fort Lauderdale, FL 33311	50	2 Story Walk-Up Apartments	9	45,550	Initial Service	11		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
8	College Gardens 1555 SW 12 <sup>th</sup> Avenue Dania Beach, FL 33304	64	2 Story Walk-Up Apartments	8	64,040	Initial Service	10		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
9	Ocean Drive Estates 101, 105 & 111 SE 9 <sup>th</sup> Ave Pompano Beach, FL 33060	12	Quadplexes	3	9,300	Initial Service	7		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
10	LES Building 3220 N. 24 <sup>th</sup> Avenue Hollywood, FL 33020	N/A	Office Building	1	2,000	Initial Service	N/A		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
11	Twin Oaks 4370 NW 29 <sup>th</sup> Street Lauderdale Lakes, FL 33313	16	Single Story	2	11,792	Initial Service	8		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			
12	Manors of Middle River 1716-1416 N Dixie Hwy. Fort Lauderdale, FL 33305	12	Townhouses	2	15,600	Initial Service	7		\$0.00
						Monthly Service			
						Triannual Service			
						Unit Service			

13	Villas of Pompano 113-117 SE 11 <sup>th</sup> Ave Pompano Beach, FL 33060	8	Quadplexes	2	6,000	Initial Service	6	\$0.00
						Monthly Service		
						Triannual Service		
						Unit Service		
14	Crystal Lake Townhouses 2700 N 24 <sup>th</sup> Ave Hollywood, FL 33020	10	Townhouses	2	14,580	Initial Service	2	\$0.00
						Monthly Service		
						Triannual Service		
						Unit Service		

**Yearly Cost for Pest Control Services:**

**\$0.00**

**Optional Services**

Item No.	Service Description	Unit	Unit Price
16	Bed Bugs Integrated Pest Management	Square Foot	
17	Termites Integrated Pest Management	Square Foot	

Terms and instructions:

- a) Prices shall contain all costs to include labor, materials, equipment, supplies, tools, travel, transportation, overhead, general and administrative expenses, incidental expenses, operating margin, inspections, interior and exterior spraying, subcontractors' costs (if any) and any other costs associated with the delivery of the required services.
- b) These items cover the specifications detailed within Exhibit A - Specifications. In submitting a response, proposers acknowledge they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.
- c) Do not re-create, modify or replace this form with your own version. Alterations to this Fee Schedule - Exhibit B will cause your proposal to become a "Conditional Proposal." Consequently, the proposal will be non-responsive and shall not be considered.
- d) The vendor is advised to provide a price for all items listed in the Fee Schedule. If a "0" is entered, then zero is the fee the vendor will receive to do the work. If a space is left blank, a space is marked N/A , or an un-official form is utilized, the proposal will be deemed non-responsive.
- \*e) The Estimated square footage, the number of units and the annual cost is not to be relied on. The total square footage, number of units and annual cost are estimated for bidding purposes only and is not necessarily a building's actual square footage, the amount of units to be serviced monthly nor the total amount to be compensated to the vendor. Vendors are responsible for verifying each building's actual square footage.
- f) Services are defined in the Exhibit A - Specifications.
- g) Proposers must fill this form electronically, except for the "Signature and Date" field. Proposers shall print the filled form, sign and date, scan the signed form and submit it as a PDF form with your Proposal. (See Section 9.0 of the RFP 20-287 (Request for Proposal).

<b>The undersigned certifies that he/she has the authority to sign and bind the firm or company to the services to be performed within the fees proposed.</b>	
Signature	
Printed Name	
Title	
Firm or Company	
Date	
FEID #	

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-287  
REQUEST FOR PROPOSAL  
PEST CONTROL SERVICES**

<b>PROPOSAL SUBMISSION CHECKLIST - FORM A</b>
---

Instructions: The items listed below must be completed and included in the Proposal submission. Complete this form by marking an “X” where provided to verify that the referenced completed form or information has been included within the hard copy proposal submission.

X=Included	Part	Contents
	1	Technical Proposal – Section 1 and Section 2 (5 Pages). Additional pages to include: Resumes, and/or organizational charts.
	2	Exhibit B - Fee Schedule
	3	Proposal’s Forms Package of this solicitation:
		Vendor’s Licenses
		Proposal Submission Checklist – Form A
		Profile of Firm - Form B (Include IRS Form W-9 and Licenses)
		Form HUD-5369-C (Form C): Certifications and Representations of Offerors, Non-Construction Contract found at <a href="http://www.hud.gov/offices/cpo/forms/hud5369c.pdf">http://www.hud.gov/offices/cpo/forms/hud5369c.pdf</a> .
		SWORN STATEMENT UNDER SECTION 287.133(3)(A), Form D
		Certification Pursuant to Florida Statute 287.135, Form E
		Client References – Form F

<p><b>CHECK <input type="checkbox"/> BELOW IF YOU HAVE SUBMITTED THE REQUIRED:</b></p> <p><b>_____ File 1, _____ File 2 and _____ Other Files</b></p>
---

By completing and submitting this form and all other documents within this proposal submission, the undersigned proposer hereby certifies and understands that:

1. he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if BCHA discovers that any information entered herein to be false, such shall entitle BCHA to not consider or make award of to cancel any award with the undersigned party;
2. as described within the Reservation of Rights section of the RFP, BCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to incomplete responses and/or responses offering alternate or non-requested services, failure to use BCHA and HUD provided forms, or failure of the proposer to check for addenda or corrections and adhere to any revised requirements;
3. he/she is agreeing to abide by all terms and conditions pertaining to this solicitation document as issued by BCHA including an agreement to execute a contract form; and

**BROWARD COUNTY HOUSING AUTHORITY**

**SOLICITATION NUMBER RFP 20-287**

**REQUEST FOR PROPOSAL**

**PEST CONTROL SERVICES**

4. he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-287  
REQUEST FOR PROPOSAL  
PEST CONTROL SERVICES**

<b>PROFILE OF FIRM - FORM B</b>
---------------------------------

**1. Proposer Information**

Name of Firm	
Address	
City, State, Zip	
Telephone	
Fax	
E-Mail Address	
Year Established	
Year Established in Florida	
Former Names (if applicable)	
Parent Company and Date Acquired (if applicable)	

2. Complete and attach IRS Form W-9, found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> . This completed form should be submitted with the proposal, or must be submitted within three (3) working days of the BCHA's request.

3. Debarred Statement: Has the firm, or any principal(s) ever been debarred from providing any services to the federal government, any state government, or any local government agency?

Yes     No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner or Officer of BCHA?

Yes     No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

5. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal fee of affiant or of any other proposer, to fix overhead, profit, or cost element of said proposal fee, or that of any other proposer or to secure any advantage against BCHA or any person interested in the proposed contract; and that all statements in said proposal are true.

Continue on next page.

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-287  
REQUEST FOR PROPOSAL  
PEST CONTROL SERVICES**

<b>PROFILE OF FIRM - FORM B</b>
---------------------------------

6. Licensing and Insurance Information

Business License Jurisdiction, Number, and Expiration Date	
Worker's Comp Carrier, Policy Number, and Expiration Date	
General Liability Carrier, Policy Number, and Expiration Date	
Professional Liability Carrier, Policy Number, and Expiration Date	<b>NOT APPLICABLE (N/A)</b>
Vehicle Insurance Carrier, Policy Number, and Expiration Date	

7. Copies of licenses must be submitted with the proposal, and insurance certificates must be submitted within ten (10) business days of the BCHA's request.

8. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if BCHA discovers that any information entered herein to be false, such shall entitle BCHA to not consider or make award of to cancel any award with the undersigned party.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	
FEIN	



# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:



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

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

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 Offeror or business) is.
  
2. My relationship to \_\_\_\_\_ (name of Offeror or business) 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 political subdivision of any state or with the United States, including, but not limited to, any proposal 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 Florida Statutes to mean a finding of guilt or 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 jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
  
5. I understand that “affiliate” is defined by the Florida Statutes 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 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.

# Form D

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror 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 Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or 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 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.)

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

\_\_\_\_\_  
(Print name)

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who

has produced \_\_\_\_\_ as identification and who did take an oath.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)



## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The BCHA shall provide notice, in writing, to the Contractor of the BCHA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the BCHA's determination of false certification was made in error then the BCHA shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the BCHA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the

## Form E

company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the BCHA for goods or services may be terminated at the option of the BCHA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

---

COMPANY NAME

---

SIGNATURE

---

PRINT NAME

---

TITLE

**Must be executed and returned with attached proposal to be considered.**

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-287  
PEST CONTROL SERVICES**

**CLIENT REFERENCES – FORM F**

**Instructions: Complete this form.**

**List at least three (3) clients for whom similar services are being performed currently or within the past two (2) years.**

**Attach additional sheets if necessary. Failure to list previous experience and/or poor references may result in a non-responsive bid.**

Company Name and Address	Services Performed	Contact Person	Contact Phone & Email