



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER IFB 23-318
INVITATION FOR BID (IFB)**

ELECTRICAL SERVICES

**DATE OF ISSUE: Thursday, July 20, 2023
PRE-BID MEETING: Tuesday, August 2, 2023;10:00 A.M. EST
BID DUE DATE: Tuesday, August 29, 2023;2:00 P.M. EST**

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

**Procurement Department
Broward County Housing Authority (BCHA)
4780 North State Road 7
Lauderdale Lakes, FL 33319**

**Contact person for the above IFB: Teisha Palmer
Email: purchasing@bchafl.org
954-739-1114 x 1038**

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1. Introduction

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

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

The United States Department of Housing and Urban Development ("HUD"), a federal agency, partially funds and monitors operations of the BCHA. Nothing contained in this 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.bchafll.org> with information for clients, landlords, prospective business partners, and the public at large.

2. Solicitation Background and Anticipated Schedule

BCHA is seeking to obtain bids from firms qualified to perform services as described within the Scope of Work below at the locations listed herein.

It is the intention of BCHA to award a contract for a term of two (2) years with three (3) one (1) year renewal option periods.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by BCHA.

This solicitation is subject to the BCHA Procurement Policy, as revised February 21, 2023, a copy of which is available at the BCHA website site link below <https://bchafll.org/wp-content/uploads/2018/08/BCHA-Procurement-Policy-rev-2-21-23-Final.pdf>; and subject to the Procurement Handbook for Public Housing Agencies (7460.8 Rev-2), available at the below link https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608

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

Anticipated Solicitation Schedule Event	Date (and Time)
IFB Published to BCHA Website and Demandstar	July 20, 2023
Site Visits	July 28, 2023 - 10:00 AM EST
Pre-Bid Meeting	August 2, 2023 - 10:00 AM EST
Deadline for Receipt of Questions via E-Mail	August 7 2023 - 2:00 PM EST
Date of Addendum for Response to Questions	August 14, 2023
Deadline for Bid Submissions	August 29, 2023 - 2:00 PM EST
Public Bid Opening	August 29, 2023 - 2:05 PM EST
Approval by Board of Commissioners	September 19, 2023

3. Reservation of Rights

BCHA reserves the right to reject any or all bids, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BCHA to be in its best interest.

- 3.1 BCHA reserves the right not to award a contract pursuant to this solicitation.
- 3.2 BCHA reserves the right to award separate agreements based on criteria that BCHA determines to be appropriate. As the best interest of the BCHA may require, the right is reserved to make award(s) by individual item, group of items, all or none or any combination thereof.
- 3.3 BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten (10) days written notice to the successful contractor (s).
- 3.4 BCHA reserves the right to determine the days, hours, and locations that the successful contractor (s) shall provide the services called for in this solicitation.
- 3.5 BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of **ninety (90)** days subsequent to the deadline for receiving bids without the written consent of the Contracting Officer.
- 3.6 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 provided forms, or
 - failure of the bidder to check for addenda or corrections and adhere to any revised requirements.
- 3.7 BCHA shall have no obligation to compensate any bidder for any costs incurred in preparing the response to this solicitation.

- 3.8 In the event of legal action BCHA will not waive trial by jury.
- 3.9 BCHA at its sole discretion will select a venue for any legal proceedings arising from this contract.
- 3.10 This invitation to bid and any subsequent contract supersedes any other agreement with contractor/vendor.
- 3.11 BCHA reserves the right to remove or add locations, as needed. Pricing of added locations shall be consistent with existing rates.

4. Scope of Work

- 4.1. **General Requirements:** as a Public Housing Authority existing under Florida statutes, and on behalf of related instrumentalities and single asset affiliated entities are actively soliciting proposals from qualified, licensed, insured and experienced electrical contractors to supply electrical repair, maintenance, and emergency electrical services to thirteen (13) residential apartment complexes and two (2) office building; all are located in Broward County, Florida.
- 4.2. The Contractor will provide all labor and basic parts/supplies needed to repair electrical related issues in the Broward County Housing Authority (BCHA) sites as specified within this solicitation.
- 4.3. Broward County Housing Authority intends to contract with one (1) primary vendor and one (1) secondary vendor to serve in an emergency situation in which the primary vendor cannot respond.
- 4.4. An emergency comprises of, but is not limited to: power outages, electrical shorts, inoperable site lights and damages caused by hurricanes and other destructive weather.
- 4.5. The Contractor will provide vehicles, equipment, basic parts/materials and supplies and labor necessary to perform the work as stated within these specifications.
- 4.6. Any vehicle and/or equipment breakdown will not be grounds for delays in service. If such circumstances occur, the vendor is required to obtain the necessary equipment to perform the work within the contract specifications at no additional costs to the Broward County Housing Authority. If there are any delays due to equipment breakdown, the contractor is required to communicate with the BCHA's designated staff.
- 4.7. New and manufacturer authorized replacement parts will be used in the repair of electrical systems.
- 4.8. The Contractor shall provide the following miscellaneous basic parts/materials and supplies to BCHA at no additional cost: cleaners, rags, nuts, screws, bolts, sand cloth,

solder, wire nuts, wire connectors, electrical tape, and other standard items to the trade. All other parts and materials shall be invoiced at cost plus a fixed markup as stated in the Fee Schedule. The markup will not apply to any sales taxes paid or freight. All freight charges must be approved by BCHA prior to ordering parts and materials.

- 4.9. All parts, materials and work furnished shall be of good quality and free from defects.
- 4.10. All work shall be authorized in writing and/or confirmed by BCHA via purchase orders.
- 4.11. Work will be subject to BCHA's inspection and approval; but neither BCHA's inspection or failure to inspect will relieve the vendor of any obligation hereunder.
- 4.12. Upon completion of repairs, if in BCHA's reasonable opinion, any part, or work fails to conform to specifications, or is otherwise defective or unsatisfactory, the vendor will promptly replace the same at vendor's expense.
- 4.13. Examples of electrical services required on an "as needed" basis are, but not limited to:
 - 4.13.1. replacement of faulty wiring;
 - 4.13.2. replacement and wiring of breakers and breaker boxes;
 - 4.13.3. moving and/or repairing existing electrical outlets and/or furnishing and installing new outlets;
 - 4.13.4. furnishing and installing new timer controls for lighting;
 - 4.13.5. repair or replacement of faulty emergency exit lights and back-up emergency lights;
 - 4.13.6. replacement of faulty interior and exterior lighting fixtures (fixtures may be supplied by BCHA);
 - 4.13.7. upgrade to code obsolete wiring, fixtures, breakers, controls, etc.;
 - 4.13.8. other electrical issues that may arise.
- 4.14. The acceptance of work or payment for services by BCHA will not constitute a waiver of the foregoing and nothing herein will exclude or limit any warranties implied by law.
- 4.15. The work performed will be in conformity with and meet all industry standards.
- 4.16. The Contractor will provide services at the contracted hourly rate Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m. except for Broward County Housing Authority holidays. Work performed before, after, or on weekends and or legal holidays will be billed at the contracted "after hours" rates.
- 4.17. The Contractor will bill for actual time spent on site. Travel time, mobilization fees etc., are not billable.
- 4.18. **Service Calls (Non-emergency):** Repair calls will be placed by the Property Manager or designee and charged at the contracted hourly rate. Expected service calls response time will be same day if call is placed prior to 12:00 noon; and next day before noon if call is

placed after 12:00 noon. Service is permitted during BCHA business hours from 8:30am to 5:00pm Monday through Friday only, except for emergencies.

4.19. **Emergency Response Time:** Expected emergency response time is within two (2) hours from the time of call. In the event that BCHA is faced with an emergency situation, the contractor will arrive on-site within two (2) hours from the time notified by the Property Manager or designee.

4.20. Contractor will be available and ready for calls with qualified electrical technicians and apprentices able to perform the work required at the award of the contract.

4.21. Contractor or his employees shall perform all work in a skilled, professional and safe manner.

4.22. If a major electrical problem is discovered and the cost is expected to be over \$10,000, a detailed quote shall be provided to the Broward County Housing Authority's Property Manager to determine reasonability and provide authority to proceed. Notwithstanding the forgoing, BCHA reserves the right to obtain quotes from other vendors and award the project to the lowest most responsive bidder.

4.23. **BCHA's Responsibilities**

4.23.1. BCHA will provide documents needed for the contractor to obtain work permits, if required.

4.23.2. BCHA will bear no responsibility for damage to Contractor's equipment regardless of circumstances

4.23.3. BCHA may provide contractor with a designated area, if available **such storage is only for the duration of the contract and at the contractor's own risk**

4.23.4. BCHA will provide contractor's employees with access to restroom facilities during our regular business hours 8:30 AM to 5:00 PM Monday through Friday, if restroom facilities are available.

4.24. **The Contractor's Responsibilities:**

4.24.1. The Contractor is responsible for obtaining all necessary permits, inspections and licenses. The cost and fees for all necessary permits shall be paid by the contractor, then reimbursed to the vendor after providing paid copies of the cost and fees.

4.24.2. The Contractor shall purchase materials at the most favorable market rate. All cost for material is subjected to BCHA's verification and audit. **Markup for materials shall not exceed 20% of the prevailing market rate.**

- 4.24.3. The Contractor shall be familiar with all laws and regulations that may in any way affect the work.
- 4.24.4. **Warranty:** The vendor will expressly agree, represent, and warrant all goods, equipment, machinery, materials, services, or work provided or performed on or off BCHA premises.
- 4.24.5. The Contractor is responsible for the cost of repairs resulting from negligent acts by his employees. The vendor will report directly to the Property Manager or assigned representative of any ensuing damage to furniture and/or appliances within 7 calendar days.
- 4.24.6. **Dispatch:** Vendor must have telephone service coverage 24 hours per day; 7 days per week, and 365 days a year, to receive service calls from an authorized BCHA representative and dispatch those calls to their staff to enable them to be on site within two hours of BCHA's call.
- 4.24.7. Contractor will furnish all equipment and basic supplies and will operate, maintain, and repair all equipment necessary to perform work required within this contract.
- 4.24.8. The Contractor will provide a work order for each location with the unit number on a per service basis and have it signed by a BCHA authorized person indicating completion and satisfaction of work performed. A copy of the work order is to be left on site and a copy is to be submitted with invoices.
- 4.24.9. Each crewmember shall wear an identification card with a photograph or 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.
- 4.24.10. Contractor's personnel shall maintain, insofar as possible, a neat appearance and conduct work in a professional manner with minimal disturbance to the employees of BCHA and the general public.
- 4.24.11. Smoking is NOT permitted in any BCHA residential unit or facility.
- 4.24.12. Contractor shall be responsible for informing their workmen that under no circumstances are they permitted to accept food or drink from any tenant.
- 4.24.13. All employees of the vendor are considered to be, at all times, the sole employees of the vendor, under his sole direction and not an employee or agent of BCHA. BCHA may require the vendor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on BCHA property is not in the best interest of BCHA.

4.24.14. At least one employee of the Contractor, assigned to any BCHA site must be able to fluently speak, read and communicate in the English language or the vendor must provide a translator for communication at the vendor's expense.

4.24.15. Contractor will perform tasks specified within this Scope of Work at locations below:

#	Location	Site Contact	# of Units
1	Highland Gardens Phase 1 331 NE 48th St Deerfield Beach, FL 33064	Edith Galloza Tel: 954-847-9567 Fax: 954-571-7825	100
2	Griffin Gardens 4881 Griffin Rd Davie, FL 33314	Edith Galloza Tel: 954-847-9567 Fax: 954-321-1351	100
3	Roosevelt Glen NW 12th Ct & NW 28th Ave Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203	9
4	Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203	24
5	Everglades Heights 2400 NW 22nd St Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203	53
6	Park Ridge Court 5200 NE 5th Ter Deerfield Beach, FL 33064	Edith Galloza Tel: 954-847-9567 Fax: 954-571-7825	37
7	Meyers Estates 2411 NW 7th St Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203	50
8	College Gardens 1555 SW 12 th Avenue Dania Beach, FL 33304	Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574	64
9	Ocean Drive Estates 101, 105 & 111 SE 9th Ave Pompano Beach, FL 33060	Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574	12
10	LES Building 3220 N. 24th Avenue Hollywood, FL 33020	Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574	1 building
11	Twin Oaks 4370 NW 29th Street Lauderdale Lakes, FL 33313	Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574	16
12	Villas of Pompano Beach 113 & 117 SE 11th Avenue Pompano Beach, FL 33060	Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574	8
13	Manors at Middle River 1716-1416 N. Dixie Highway Fort Lauderdale, FL 33305	Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574	12
14	BCHA Central Office 4780 North State Road 7 Lauderdale Lakes, FL 33319	Derick Morgan Tel: 954-275-6408 Fax: 954-535-0407	1 Building
15	Crystal Lake Townhomes 2700 N. 24 th Avenue Hollywood, FL 33020	Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574	10

5. Response

5.1 Licensing and Insurance Requirements

Before a contract pursuant to this IFB is executed, the apparent successful bidder must hold all necessary, applicable professional licenses required by the State of Florida and all other regulatory agencies necessary to complete the services. The bidder shall obtain, at the bidder's expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. BCHA may require any or all bidders to submit evidence of proper licensure. Prior to award (but not as a part of the bid submission) the successful bidder will be required to provide BCHA with the following within three (3) business days from date of request:

- 5.1.1 A copy of the bidder's business license allowing the bidder to provide such services within Broward County, Florida;
- 5.1.2 If applicable, a copy of the bidder's license issued by the State of Florida licensing authority allowing the bidder to provide the services detailed herein;
- 5.1.3 The successful bidder agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the contract the following insurance coverage, limits, including endorsements described herein.
- 5.1.4 Bidder agrees to provide an original certificate evidencing the bidder's current worker's compensation carrier and coverage amount. Elective exemptions or coverage through an employee leasing arrangement will **NOT** satisfy this requirement.
- 5.1.5 An original certificate evidencing Commercial General Liability coverage, naming BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy, evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000 with a deductible of not greater than \$1,000. Bidder agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. Coverage must also include premises and/or Operations Coverage.
- 5.1.6 Bidder agrees to provide an original certificate showing the bidder's vehicle insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each

vehicle must have evidence of vehicle insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000; each must be furnished with the bidder's response.

- 5.1.7 Bidder agrees to provide BCHA with certificate(s) of insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect.
- 5.1.8 The requirements contained herein, as well as BCHA's review or acceptance shall not in any manner limit or qualify the liabilities or obligations assumed by the successful bidder under this agreement.
- 5.1.9 Bidder agrees, and hereby authorizes its insurers, 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 claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage.
- 5.1.10 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverage 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.

5.2 **Bid Guaranty (Bid Bond)**

Not Applicable

5.3 **Proposed Services (Attachment C)**

- 5.3.1 Describe the methodology, equipment, and supplies to be utilized to perform services as described in the Scope of Work section above.
- 5.3.2 Describe the experience of the company and staff expected to be assigned to this contract.
- 5.3.3 Provided the materials Safety Data Sheets for any hazardous material to be used as described in the Scope of Work section above.

5.4 **Client References (Attachment D)**

List the name, addresses, services performed, contact persons as well as contact phone numbers, fax numbers and e-mail addresses of at least three clients for whom similar services are being performed currently or within the past two years.

- 5.4.1 Include information specifying if the clients are past or current.

5.4.2 Advise clients being submitted as references that they may be contacted by BCHA staff in the evaluation of the response.

5.4.3 Failure to list previous experience and/or poor references may result in rejection of your bid.

5.5 Site Visits N/A

5.6 Pre-Bid Meeting

The scheduled pre-bid meeting is not mandatory. Many prospective bidders have previously responded to an IFB 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 bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference BCHA will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though BCHA may require that such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this meeting is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference. **BCHA will not distribute any copies of the IFB documents at this meeting.**

5.6.1 Pre-bid Meeting Location:

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

5.7 Bid Submission

All bid responses submitted pursuant to this solicitation shall be formatted in accordance with the sequence noted following. Each category should be separated by numbered index dividers (which number extends so that each tab can be located without opening the response) and labeled with the corresponding tab reference also noted below.

Tab	Contents
1	Bid Submission Form: Attachment A of this solicitation document.
2	Profile of Firm Form: Attachment B of this solicitation document with IRS Form W-9, license, and insurance certificates.
3	Proposed Services: Attachment C of this solicitation document and MSDS. See Section 5.3 above.
4	Client References: Attachment D of this solicitation document. See Section 5.4 above.
5	Fee Information: Attachment E of this solicitation document. See Section 4 above.
6	Form HUD-5369-A, Representation, Certifications, and other Statement of Bidders Public and Indian Housing Programs: Complete the form, See Attachment G
7	Forms: Scrutinized Companies Section 287.135 Florida Statutes - Attachment I , and Sworn Statement Section 287.133 (3) (A) Florida Statutes - Attachment H , must be executed and returned with attached proposal to be considered.
8	Addenda, If any

- 5.7.1 It is preferable and recommended that the response be bound in such a manner that BCHA can, if needed, remove the binding to make copies then return the response to its original condition. BCHA suggests that either comb type binding or three ring binding be used.
- 5.7.2 All bid responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.
- 5.7.3 **The bidder shall submit one (1) original signature copy (marked “ORIGINAL”) and one (1) exact copy.** They shall be placed **unfolded** in a sealed package and addressed to:

**Broward County Housing Authority
Attn: Teisha Palmer, Procurement Manager
4780 North State Road 7
Lauderdale Lakes, FL 33319**

5.8 Submission Responsibilities

The bidder should ensure that the response is received by the time and date indicated on the first page of this solicitation document. **The package shall clearly indicate the solicitation/bid number and title.** Submissions received after the noted deadline will not be considered. The official US time at <http://www.time.gov> shall determine receipt within deadline.

- 5.8.1 Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if such additional marks, notations, or requirements are entered on any of the documents submitted, such may invalidate that response.
- 5.8.2 Bidders shall address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet of this document. Bidders shall not make inquiry 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 be cause for BCHA to disqualify from consideration a response submitted by the bidder doing so.
- 5.8.3 All questions shall be submitted via e-mail to the contact person named on the cover sheet of this document. Questions will not be accepted via telephone. Responses to questions shall be made via the form of addenda and/or a Questions and Answers (Q&A) format which will be posted on the BCHA website and on Demandstar.

5.9 Compliance with Law

While conducting business with BCHA, Vendor shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements, applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, 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.

- 5.9.1 Bidders are subject to *Instructions to Bidders for Contracts, Public and Indian Housing Programs*, HUD Form 5369-B, at <https://www.hud.gov/sites/documents/5369-B.PDF>., also See **Attachment J**
- 5.9.2 Bidder are subject to Representations, Certification, and Other Statements of Bidders. Public and Indian Housing Programs, Form HUD 5369-A at <https://www.hud.gov/sites/documents/5369-A.PDF>, also See **Attachment G**
- 5.9.3 Bidders are subject to *General Conditions for Non-Construction Contracts Public Housing Programs*, HUD Form 5370-C, at https://www.hud.gov/sites/documents/DOC_12588.PDF, also See **Attachment K**
- 5.9.4 Bidders are subject to 24 CFR 75, [Economic Opportunities for Low- and Very Low-Income Persons](#) commonly referred to as Section 3. For additional information, please go to at https://www.hud.gov/program_offices/field_policy_mgt/section3. The bidder shall be required to, as detailed therein, "to the greatest extent feasible provide economic opportunities to low- and very-low income persons," meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.
- 5.9.5 Proposers are subject to Maintenance Wage Rate Determination for Routine Maintenance, HUD Form 52158, included as an attachment to this solicitation document, for work classifications appropriate to the

work being performed. Proposers acknowledge that he/she will not pay his/her employees at rates less than detailed on the applicable Wage Rate Determination. The contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to BCHA or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due its employees. See **Attachment L** for the Wage Rate Determination currently in effect. Future Wage Rate Determinations will apply and will be provided to the contractor as available.

5.9.6 Bidders are subjected to Sections 287.133 and 287.135, Florida Statutes, which prohibit BCHA from contracting or renewing an agreement for goods and services with any persons convicted of a public entity crime and with companies who fail to certify that they are not on the Scrutinized Companies that Boycott Israel or that are engaged in a boycott of Israel (“the Israel List”), the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (collectively known as the “Scrutinized Companies”) in any amount. See **Attachment H and Attachment I** attached to this document, that must be completed, signed and returned with the contractor’s bid.

5.9.7 **E-Verify** As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

5.9.7.1 Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor’s affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

5.9.7.2 BCHA, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

5.9.7.3 BCHA, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

5.9.7.4 Contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the BCHA for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the BCHA as a result of termination of any contract for a violation of this section.

5.9.7.5 Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

5.10 **Bid Evaluation** – Public Bid Opening

At the set date and time, all bids received will be opened and publicly read aloud by the Procurement Manager/BCHA staff, including the company name of the bidder and the total calculated costs proposed. At the bid opening BCHA will only disclose the following information: (a) the company name of each bidder; (b) the calculated total amount bid. The bids will not be made available for inspection by anyone at this time; BCHA will, at a later time, review all bids in detail and will in a timely manner, within thirty (30) days, notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsive.

5.10.1 BCHA reserves the right to, as determined by BCHA, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

5.10.2 **Ties:** In the case of bids, the award shall be decided by “drawing lots or other random means of selection.”

5.11 **Responsive Evaluation**

After the public opening, the bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the published requirements). BCHA reserves the right to reject any bid deemed as not minimally responsive. Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by BCHA in a timely manner; no less than thirty (30) days after such determination is made.

5.12 Responsible Evaluation

BCHA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to BCHA the required services). If BCHA ascertains that such firm has required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services BCHA will proceed with the award. If BCHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by BCHA in a timely manner (in any case, in no less than thirty (30) days after such determination is made); in such case BCHA will proceed with the noted Responsive and Responsible Evaluations with the next apparent lowest bidder.

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

5.12.2 Depending on the amount of the award (typically for awards greater than \$100,000), it is possible that BCHA may take such contract award to the BCHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

5.13 Notices

All notices, demands, requests, and claims pertaining to the award of this contract must be addressed in writing to:

Teisha Palmer, Procurement Manager
Broward County Housing Authority
4780 N State Road 7
Lauderdale Lakes, FL 33319

5.14 Protest

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 proposals, and any protest against the award of a contract must be received within five (5) calendar days after the notice of award is posted on BCHA's website, or the protest will not be considered. All bid protests shall be in writing, submitted to the Procurement Manager or designee, who shall issue a written decision on the matter no later than five (5) working days following receipt of bid protest/award. The Procurement Manager may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

5.15 The Cone of Silence

The Cone of Silence is designed to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award. The Cone of Silence prohibits oral communications between BCHA staff (including BCHA employees, officials, and Commissioners as well as the Directors of BCHA's affiliates) and Proposers regarding this solicitation once this solicitation has been advertised. To be clear, the Cone of Silence begins at the time that this solicitation is advertised. The Cone of Silence terminates at the time when the Contracting Officer issues a written recommendation to the Board of Commissioners.

When the Cone of Silence is in effect, any communication between BCHA staff (including BCHA employees, officials, and Commissioners as well as the Directors of BCHA's affiliates) and Proposers must be in writing. And all such correspondence from proposers shall only be directed to the BCHA contact person identified on the cover page of this solicitation.

A violation of the Cone of Silence by a Proposer (including their representatives) shall render any IFB/contract award to said Proposer voidable.

5.16 Appeals and Remedies

If a protestor is not satisfied with the decision of the Procurement Manager, he or she may appeal to the CEO. Such appeals shall be in writing (see above) and must be submitted within five (5) days after the Procurement Specialist's written decision is released. The written documentation is to include language that details how the written decision of the Procurement Specialist is in error. The decision of BCHA's CEO shall be final, and no further appeal shall be authorized within the Broward County Authority.

5.17 Public Access to Procurement Record

- 5.17.1 The BCHA is a public agency subjected to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida's Public Records Law. Specifically, the awarded Vendor shall:
- 5.17.2 Keep and maintain public records required by BCHA in order to perform the service;
- 5.17.3 Upon request from BCHA's custodian of public records, provide the public agency with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.
- 5.17.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to BCHA;
- 5.17.5 Upon completion of the contract, transfer, at no cost to BCHA, all public records in possession of the Vendor, or keep and maintain public records BCHA upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.
- 5.17.6 During the term of the contract, the Vendor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subjected to the approval of BCHA. The Vendor agrees to make available to BCHA, during normal business hours and in Broward, Dade or Palm Beach Counties, all books or account, reports and records relating to this contract.
- 5.17.7 PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PUBLIC RECORDS
Attention: Noah Szugajew
4780 North State Road 7
Lauderdale Lakes, FL 3339
(954) 739-1114 ext. 1011
PUBLICRECORDS@bchafl.org

5.18 Amendment to Solicitation

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. It is the responsibility of the Vendor to monitor BCHA's website for any addenda issued. Each Vendor must acknowledge all addenda issued on BCHA's website so as to ensure that addenda are considered in their proposal response. **All Vendors are encouraged to frequently check BCHA's website at www.bchafl.org and DemandStar Website at www.demandstar.com for additional information.**

5.19 Restrictions

Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.20 Cost and Price Information

BCHA is requesting that the Bidder provide cost/pricing for service requirements as outlined in the Scope of Work. Prices proposed shall include all labor, materials, and any other costs associated with the project. The initial contract period shall start on date of award and shall terminate two (2) year from that date. The Bidder will complete delivery and BCHA will receive delivery on any orders submitted to the Bidder prior to the date of expiration.

6. Basis for Award

Lowest Responsive and Responsible Bidder: Contract award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

6.1 Contract Award Procedure: By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by BCHA, either in hard copy, via the BCHA website or via Demandstar as well as including an agreement to execute the attached Sample Contract form (**see Attachment F**). Accordingly, BCHA has no responsibility to conduct after the submittal deadline 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.

6.2 BCHA Authorized Procurement Authority

All contracts where the base contract amount or any option exceeds \$100,000 are required to be approved by the Board of Commissioners. In addition, all contract modifications in excess of ten percent (10%) of the original contract amount or \$100,000, whichever is less, require prior approval by the Board of Commissioners.

6.3 Contracting Officer (“CO”) and Contracting Officer’s Designee

Acceptance of services will be the responsibility of the Contracting Officer (“CO”), who also serves as BCHA’s Chief Executive Officer, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered.

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

6.4 Contract Document

BCHA and the successful bidder will execute its standard contract. **See Attachment F** for a sample of this document. BCHA will not execute a contract on the successful bidder's forms. Contracts will only be executed on BCHA’s form, and by submitting a bid the successful bidder agrees to do so (please note that BCHA reserves the right to amend this contract form as BCHA deems necessary). However, BCHA will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for BCHA to do so; but the failure of BCHA to include such clauses does not give the successful bidder the right to refuse to execute BCHA's contract form.

6.4.1 It is the responsibility of each prospective bidder to notify BCHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The BCHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by BCHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

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

6.5 Contract Terms and Conditions

The contract that BCHA expects to award as a result of this IFB will be based upon the IFB, the contract terms and conditions, the Bid submitted by the successful Vendor.

- 6.5.1 **Assignment of Personnel:** BCHA shall reserve 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.
- 6.5.2 **Unauthorized Sub-Contracting:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation document (including, but not limited to selling or transferring the contract) without the prior written consent of BCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BCHA shall be void and may result in the cancellation of the contract with BCHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by BCHA.
- 6.5.3 **Insurance Requirements:** Licensing and insurance requirements will be examined and approved by the BCHA's delegated staff prior to contract award.
- 6.5.4 There shall be a 30-day notification to BCHA in the event of cancellation or modification of any stipulated insurance coverage.
- 6.5.5 Prior to award but not as a part of the proposal submission, the successful vendor will be required to provide an original certificate evidencing insurance coverage as described in Section 5 above, naming BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy. BCHA shall be named as the Certificate Holder using the following name address:

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

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6.6 Contract Service Standards

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

7. Contract Payment

Following the performance of work, the contractor will submit an invoice to Accounts Payable Department, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida 33319.

7.1 A Purchase Order will be issued to the successful bidder after award and after receipt of the documents specified herein.

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

7.3 Contractor invoices shall reflect the prices established for the items on this contract for all orders placed by BCHA even though the Contract number and/or the correct prices may not be referenced on each order. Only properly submitted invoices will be officially processed for payment. Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

7.4 Each invoice must detail the service and location at which performed accompanied by a copy of work order signed by the property manager or contact person indicating satisfactory completion of work. A separate invoice must be submitted for each date and location.

7.5 BCHA will pay the properly completed and authorized invoice within thirty days.

7.6 BCHA will pay invoices by check or ACH.

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**LAST PAGE OF DOCUMENT
PLEASE SEE ATTACHMENTS A – L**

List of Attachments Included in this IFB

Exhibits	Description
A	Bid Submission Form
B	Profile of Firm Form
C	Proposed Services
D	Client References Form
E	Fee Information
F	BCHA'S Form of Contract
G	Form HUD 5369-A – Representations, Certification, and Other Statements of Bidders
H	Sworn Statement Under Section 287.133(3) (A)Florida Statutes on Public Entity Crimes
I	Certification Pursuant of Florida Statute 287-135
J	Form HUD-5369-B Instructions to Offerors Non-Construction
K	Form HUD-5370-C General Conditions for Non-Constructions Contracts
L	HUD Form 52158 – Maintenance Wage Rate Determination

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