



**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER IFB 23-320  
INVITATION FOR BID (IFB)**

**CLOSED CIRCUIT TELEVISION (CCTV)  
INSTALLATION & MAINTENANCE SERVICES**

**DATE OF ISSUE: August 9, 2023  
SITE VISIT: August 17, 2023  
PRE-BID MEETING: August 24, 2023; 10:00 A.M.  
BID DUE DATE: September 12, 2023 at 2:00 P.M.**

*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@bchaf1.org](mailto:purchasing@bchaf1.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 IFB or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful Bidder and HUD.

BCHA maintains a website at <http://www.bchafl.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 three years with two one year renewal option periods.

BCHA intends to award the contract to one firm only.

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://bchafl.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](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	August 9, 2023
Site Visits	August 17, 2023, see page 13, Section 5.5 for time schedule for each site.
Pre-Bid Meeting	August 24, 2023 - 10:00 AM EST
Deadline for Receipt of Questions via E-Mail	August 28, 2023 - 2:00 PM EST
Date of Addendum for Response to Questions	September 1, 2023
Deadline for Bid Submissions	September 12, 2023 - 2:00 PM EST
Public Bid Opening	September 12, 2023 - 2:05 PM EST
Approval by Board of Commissioners	TBD

### 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**

Contractor shall install Internet Protocol (IP) Closed Circuit Television (CCTV) security systems at seven of Broward County Housing Properties which includes; Griffin Gardens Apartments, Highland Gardens Apartments (Phase 1), Everglade Heights Apartments, Myers Estates Apartments, Park Ridge Court Apartments, Roosevelt Glenn Single Family Homes, and Auburn Gardens Townhomes.

##### **4.1. General Requirements:**

- 4.1.1. Safety and Security – The System shall be capable of increasing the safety and security of property, site staff, and residents.
- 4.1.2. Deterrence - The system shall be able to deter criminals.
- 4.1.3. Crime investigation – The system shall be able to provide local police departments access to real time camera views of properties and for viewing recordings and images of good quality in the event of an after the fact incident.

##### **4.2. Systems Requirements:**

- 4.2.1. System shall detect and identify individuals approaching buildings point of entry, property offices, parking lots, and points specified areas within the buildings.
- 4.2.2. System shall detect and observe automobiles and read license plates at specific properties points of entry and exit.
- 4.2.3. System shall have security access code capability to prevent unauthorized access to data.
- 4.2.4. System shall obtain images 24/7 and provide different levels of access for administrators, property managers, and police departments to identify individuals.

##### **4.3. Network Video Recorder (NVR) Requirements**

- 4.3.1. Contractor shall install Network Video Recorders (NVR) with minimum H.264 or H.265 video codec compression format capability, with minimum Intel Core i5 Central Processing Unit (CPU).
- 4.3.2. The NVR's shall have the required number or greater number of channels required for the number of cameras, storage capacity, and function.

- 4.3.3. The CCTV system shall provide a suitable export facility, meaning the ability to export video to an external 'Plug and Play' hard drive via a USB.
- 4.3.4. Desired retention period (minimum 90 days, preferred 120 days).
- 4.3.5. The system shall operate on an uninterrupted power supply (UPS).
- 4.3.6. System shall have security access code capability to prevent unauthorized access to data.
- 4.3.7. Cameras/system shall have remote access capability.
- 4.3.8. NVR shall accommodate multiple user accounts and passwords (Admin, users and guest).
- 4.3.9. System should provide the capability to law enforcement for remote access.

#### 4.4. **Cameras**

- 4.4.1. Contractor shall install, at minimum, Indoor/outdoor (I/O) vandal proof dome cameras and bullet cameras, as designated within the provided drawings with a minimum 5 Mega Pixel Resolution, 2.8 MM lens with Infrared (IR) capabilities for clear viewing range distance up to 30 meters.
- 4.4.2. Contractor shall provide camera licenses for all cameras installed.
- 4.4.3. Cameras shall be fixed and point in their specified directions as provided within the scope of work.

#### 4.5. **Standard Installation**

- 4.5.1. All equipment installed shall be suitable to withstand the prevailing environmental conditions.
- 4.5.2. Contractor shall install wall and/or pole mounting brackets for camera installations.
- 4.5.3. Camera and its supporting hardware shall be securely mounted.
- 4.5.4. The camera mounting bracket or pole shall safely support the weight and windage of the camera and of any associated hardware.
- 4.5.5. Consider that a small amount of deflection in a pole when a camera is fully zoomed in at a distant target, will result in large Degrees of movement in the scene.
- 4.5.6. Protection against malicious damage to cameras either through forceful impact, scratching, burning plastic windows, dome bubbles, or spraying should be addressed by using a combination of housing specification and physical positioning.

#### 4.6. **Cable Installation**

- 4.6.1. All interconnecting cables shall be fixed and supported and installed to conform to good working practices.
- 4.6.2. The cabling shall be underground for the cameras along the perimeter.
- 4.6.3. When metal conduit is used, suitable bushes or grommets shall be fixed to each end to prevent damage to the cable.
- 4.6.4. When conduit is used to carry the cable, it shall terminate as close as possible to the unit to be connected.
- 4.6.5. Where PVC or metal conduit is used to carry the cable, it shall terminate as close as possible to the unit to be connected.

- 4.6.6. When overhead catenary wires with loop holders or plastic buckles are used the supporting wire shall be securely attached to the building. Self-supporting catenary cables shall be used provided they are correctly designed.
- 4.6.7. All cables shall be of a type and size appropriate to the application and shall take account of transmission rate, electrical interference, and voltage drop.
- 4.6.8. Any plastic or PVC component used as part of the installation of cables, shall be suitable for the environment in which it is installed. Externally mounted ties and clips shall be made of UV-resistant material.
- 4.6.9. Any cables used underground shall be suitable for that purpose and have adequate protection from mechanical damage.
- 4.6.10. Underground cables shall provide a high level of resistance to dampness, chemical reactions, corrosion, and rodents.

#### 4.7. **Turnover**

At turnover, the contractor shall:

- 4.7.1. Demonstrate all aspects of the system operation to the customer, including any necessary safety precautions.
- 4.7.2. Ensure that the correct documentation is given to the BCHA to enable the system to be operated, adjusted, and maintained.
- 4.7.3. Train the system user(s) in its correct operation and arrange for any necessary future training.
- 4.7.4. Ensure that users know the procedure for summoning assistance in the event of system malfunction.

#### 4.8. **Maintenance**

- 4.8.1. All equipment should be maintained quarterly.
- 4.8.2. All labor, tools, equipment and supplies necessary to accomplish the requirements and specification of this contract must be furnished and provided by Contractor.
- 4.8.3. Wiring and mounting fixture must be inspected and adjusted as necessary.
- 4.8.4. Effective and regular maintenance of the CCTV surveillance system is essential to ensure that the system remains reliable at all times.
- 4.8.5. All pan/tilt mounting and zoom controls must be tested and adjusted, to manufacturer's specifications. Adjustments must ensure proper operations. All vertical horizontal movements shall be adjusted to operate within specified ranges and movements and zoom limits must be checked for proper limits and operations.
- 4.8.6. LCD/TV monitors must be tested and adjusted to operate within manufacturer's operating specification and must be cleaned as recommended in manufacturer's manuals. All connecting cables used for securing proper wiring mounting must be tested and adjusted for optimum performance.
- 4.8.7. All wall mounts, pole mounts and ceiling/corner wedges armored housing must be tested, adjusted and secured.
- 4.8.8. All DVR units must be adjusted to comply with the manufacturer's operating specifications and must be cleaned as recommended in manufacturer's operating manuals. Cleaning will include the cleaning of all filters, controls, counters and

lights, to ensure functionality and operation is as specified in operating manuals (cleaning material must be compliance with operator's manual.)

- 4.8.9. Computers units must be tested and adjusted as recommended by manufacturer's operational manuals, all cables must be secure and free of tears, rips exposed wires, etc. to ensure proper operation.
- 4.8.10. All power supplies must be tested and adjusted to ensure proper voltage and amperage. Cables and connections must be adjusted to ensure secure connection and proper operation.
- 4.8.11. All mounted pan/tilt, lens and multi-drive units must be tested and adjusted to ensure proper functionality. All controls shall be adjusted or repaired to ensure camera mounts and lens are fully operational and proper functionality is ensured.
- 4.8.12. All equipment shall be cleaned and serviced in accordance with manufacturer's recommendation.
- 4.8.13. Regular Maintenance by the service company and effective Failure Reporting by the user will enable potential problems to be identified at an early stage so that appropriate Emergency Corrective Service action can be taken.
- 4.8.14. The property managers of respective properties shall arrange visits with the installer to do Preventative Maintenance visits.
- 4.8.15. Planned Preventative Maintenance visits shall be carried out on a scheduled basis.
- 4.8.16. Contractor shall install System or Firmware Upgrades as a means of preventative maintenance
- 4.8.17. Emergency Corrective Servicing of a system, or part thereof, shall be carried out in response to the development of a fault in an expeditious manner.
- 4.8.18. The system shall have a guarantee of at least three years upon which the installer shall not charge BCHA for any corrective maintenance.
- 4.8.19. The install must carry a labor warranty of three years

4.9. Broward County Housing Authority intends to contract with one (1) primary vendor

#### 4.10. BCHA's Responsibilities

- 4.10.1. BCHA will provide documents needed for the contractor to obtain work permits, if required.
- 4.10.2. BCHA will bear no responsibility for damage to Contractor's equipment regardless of circumstances
- 4.10.3. 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**
- 4.10.4. 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.



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

- 4.11.1. Contractor shall remove the current CCTV system and hand over to the Resident Security Coordinator.
- 4.11.2. All building materials shall be removed and property shall be kept clean.
- 4.11.3. Areas where work is completed shall be returned to previous condition as before work commenced (pavers, trenches etc.)
- 4.11.4. 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.
  
- 4.11.5. 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 rates.**
  
- 4.11.6. The Contractor shall be familiar with all laws and regulations that may in any way affect the work.
  
- 4.11.7. **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.
  
- 4.11.8. 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.
  
- 4.11.9. **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.
  
- 4.11.10. **Emergency Service:** In the event of an emergency failure, vendor must be on site within 2 hours of an emergency call. Repair of Equipment or replacement of equipment must be completed with 4 hours of responding to an emergency call. If equipment cannot be repaired and returned to service within a 4 hours period, a recommended solution must be provided for review and consideration by BCHA.
  
- 4.11.11. Contractor will furnish all equipment and basic supplies and will operate, maintain, and repair all equipment necessary to perform work required within this contract.
  
- 4.11.12. 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.

- 4.11.13. 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.
- 4.11.14. Smoking is NOT permitted in any BCHA residential unit or facility.
- 4.11.15. Contractor shall be responsible for informing their workmen that under no circumstances are they permitted to accept food, drinks or any other items from any tenant.
- 4.11.16. 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.
- 4.11.17. 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.
- 4.11.18. **See Attachment M – For Site Drawings and Camera locations for each site**
- 4.11.19. The contractor will perform tasks specified within this Scope of Work at locations outlined in table below.

#	Location	Site Contact
1	Griffin Gardens Apartments 4881 Griffin Rd Davie, FL 33314	Edith Galloza Tel: 954-847-9567 Fax: 954-321-1351
2	Highland Gardens Apartments (Phase 1) 331 NE 48th St Deerfield Beach, FL 33064	Edith Galloza Tel: 954-847-9567 Fax: 954-571-7825
3	Everglades Heights Apartments 2400 NW 22nd St Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 Fax: 954-571-7825
4	Meyers Estates Apartments 2411 NW 7th St Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203
5	Park Ridge Court Apartments 5200 NE 5th Ter Deerfield Beach, FL 33064	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203
6	Roosevelt Glen Single Family Homes NW 12th Ct & NW 28th Ave Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203
7	Auburn Gardens Townhomes 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203

## 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 Provide 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

Site visits are strongly recommended. BCHA staff will only be available to show the property at the times listed on the schedule below.

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

#	Location	Site Visits Dates & Time	Site Contact
1	Griffin Gardens Apartments 4881 Griffin Rd Davie, FL 33314	August 17, 2023 9:30 A.M. – 10:00 A.M.	Edith Galloza Tel: 954-847-9567 Fax: 954-321-1351
2	Highland Gardens Apartments (Phase 1) 331 NE 48th St Deerfield Beach, FL 33064	August 17, 2023 10:30 A.M. – 11:00 A.M.	Edith Galloza Tel: 954-847-9567 Fax: 954-571-7825
3	Everglades Heights Apartments 2400 NW 22nd St Fort Lauderdale, FL 33311	August 17, 2023 11:30 A.M. – 12:00 A.M.	Edith Galloza Tel: 954-847-9567 Fax: 954-571-7825
4	Meyers Estates Apartments 2411 NW 7th St Fort Lauderdale, FL 33311	August 17, 2023 12:30 A.M. – 1:00 P.M.	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203
5	Park Ridge Court Apartments 5200 NE 5th Ter Deerfield Beach, FL 33064	August 17, 2023 1:30 P.M. – 2:00 P.M.	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203
6	Roosevelt Glen Single Family Homes NW 12th Ct & NW 28th Ave Fort Lauderdale, FL 33311	August 17, 2023 2:30 P.M. – 3:00 P.M.	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203
7	Auburn Gardens Townhomes 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	August 17, 2023 3:30 P.M. – 4:00 P.M.	Edith Galloza Tel: 954-847-9567 Fax: 954-714-3203

## 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.

<b>Tab</b>	<b>Contents</b>
1	Bid Submission Form: <b>Attachment A</b> of this solicitation document.
2	Profile of Firm Form: <b>Attachment B</b> of this solicitation document with IRS Form W-9, license, and insurance certificates.
3	Proposed Services: <b>Attachment C</b> of this solicitation document and MSDS. See Section 5.3 above.
4	Client References: <b>Attachment D</b> of this solicitation document. See Section 5.4 above.
5	Fee Information: <b>Attachment E</b> of this solicitation document. See Section 4 and 5.20 above.
6	Form HUD-5369-A, Representation, Certifications, and other Statement of Bidders Public and Indian Housing Programs: Complete the form, See <b>Attachment G</b>
7	Forms: Scrutinized Companies Section 287.135 Florida Statutes - <b>Attachment I</b> , and Sworn Statement Section 287.133 (3) (A) Florida Statutes - <b>Attachment H</b> , 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 at [www.bchafll.org](http://www.bchafll.org) and on Demandstar website at [www.demandstar.com](http://www.demandstar.com) .

## 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](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](https://www.hud.gov/program_offices/field_policy_mgt/section3) commonly referred to as Section 3. For additional information, please go to at [https://www.hud.gov/program\\_offices/field\\_policy\\_mgt/section3](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 Bidders are subject to Maintenance Wage Rate Determination for Routine Maintenance, HUD Form 52158, included as an attachment to this solicitation document, for work classifications appropriate to the work being performed. Bidders 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 & Attachment I** attached to this document, that must be completed, signed and returned with the Bidder’s bid submission.

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-responsible.

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 Specialist 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 Specialist, 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 Manager'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](mailto: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 at [www.bchafl.org](http://www.bchafl.org) and Demandstar's website at [www.demandstar.com](http://www.demandstar.com) for any addenda issued. Each Vendor must acknowledge all addenda issued on the websites so as to ensure that addenda are considered in their proposal response. **All Vendors are encouraged to frequently check BCHA and Demandstar websites 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 Pricing Information

- 5.20.1 BCHA is requesting that the Bidder provide cost/pricing for service requirements as outlined in the Scope of Work. Proposed prices 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 three years 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.
- 5.20.2 Prices shall remain firm for the duration of the contract period.
- 5.20.3 Maintenance costs shall not exceed 5% increase in the optional contract renewal periods.
- 5.20.4 **Fee Information – Attachment E** must be fully completed.
- 5.20.5 Quarterly billing for quarterly maintenance costs must be submitted after service is provided.
- 5.20.6 The Contractor shall purchase materials at the most favorable market rate. All cost for materials is subjected to BCHA's verification and audit. Markup for materials must not exceed 20% of the prevailing market rates

## 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 BCHAs 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 Vice President of Human Resources and Risk Management prior to contract award.

6.5.4 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**

6.5.5 There shall be a 30-day notification to BCHA in the event of cancellation or modification of any stipulated insurance coverage.

## **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 – M**

**List of Attachments Included in this IFB**

<b>Attachments</b>	<b>Description</b>
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-Construction Contracts
L	HUD Form 52158 – Maintenance Wage Rate Determination
M	Site Drawings and Camera Locations for each site