



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 19-281
REQUEST FOR PROPOSAL
PLUMBING REPAIRS, MAINTENANCE AND
EMERGENCY PLUMBING SERVICES**

DATE OF ISSUE: OCTOBER 10, 2019

QUESTIONS: OCTOBER 22, 2019, 4:00 PM (EST)

PROPOSALS DUE: NOVEMBER 04, 2019, 4:00 PM (EST)

**CONTACT: STACIE-ANN RICHARDS
PROCUREMENT SPECIALIST
BROWARD COUNTY HOUSING AUTHORITY
4780 NORTH STATE ROAD 7
LAUDERDALE LAKES, FL 33319
TELEPHONE: 954-739-1114, EXTENSION 1513
E-MAIL: srichards@bchaf1.org**

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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 and its affiliates (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.

BCHA manages 373 multi-family units; administers over 6,200 vouchers under the Housing Choice Voucher and similar programs, and operates 101 unsubsidized rental units. Through two not-for-profit enterprises (Building Better Communities and MCCAN Communities) in conjunction with private development companies, the BCHA jointly developed 801 Low Income Housing Tax Credit (LIHTC) units, which are privately managed by an independent third-party management company.

A five (5) member Board of Commissioners appointed to staggered 4-year terms by the Governor of Florida and is subject to the requirements of Title 24 of the Code of Federal Regulations (herein after, “CFR”) and BCHA’s procurement policy. Board members are responsible for setting policy, representing the community interest, and hiring the Chief Executive Officer who is responsible for agency operations. The affiliates and instrumentalities are governed by a 5-member Board of Directors.

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

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

2. Solicitation Background and Anticipated Schedule

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

This solicitation is subject to the BCHA Procurement Policy, as revised September 26, 2017, a copy of which is available at www.bchafl.org. 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.

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)
RFP Published to BCHA website and Demandstar	October 10, 2019
Optional Site Visits	N/A
Deadline for Receipt of Questions via E-Mail	October 22, 2019 4:00 PM (EST)
Date of Addendum for Response to Questions	October 25, 2019
Deadline for Proposal Submissions	November 04, 2019, 4:00 PM (EST)
Evaluation Committee Review of Proposals	November 6 -12, 2019
Approval by Board of Commissioners	November 19, 2019
Effective Date of New Contract (Anticipated Date)	December 1, 2019

3. Reservation of Rights

- 3.1. BCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BCHA to be in its best interest.
- 3.2. BCHA reserves the right not to award a contract pursuant to this solicitation.
- 3.3. BCHA reserves the right to award separate agreements based on criteria that BCHA determines to be appropriate. BCHA reserves the right to name a secondary or backup contractor to be utilized based on criteria that BCHA determines to be appropriate.
- 3.4. BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten (10) days written notice to the successful proposer(s).
- 3.5. BCHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.
- 3.6. BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 3.7. BCHA reserves the right to negotiate the fees submitted.
- 3.8. BCHA reserves the right to negotiate any extraordinary services or hire other professionals at our discretion.
- 3.9. 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
 - 3.9.1. incomplete responses and/or responses offering alternate or non-requested services,
 - 3.9.2. failure to use BCHA and HUD provided forms, or
 - 3.9.3. failure of the proposer to check for addenda or corrections and adhere to any revised requirements.

- 3.10. BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 3.10.1. In the event of legal action BCHA will not waive trial by jury.
- 3.10.2. A venue for any legal proceedings arising from this contract shall be in Broward County, Florida.
- 3.10.3. This request for proposal and any subsequent contract supersedes any other agreement with contractor/vendor.

4. Scope of Work

4.1. General Requirements

The Broward County Housing Authority (BCHA) as a Public Housing Authority existing under Florida statutes, and on behalf of related instrumentalities and single asset affiliated entities are actively soliciting proposals from qualified, licensed, insured and experienced plumbing professionals to supply plumbing repair, maintenance, and emergency plumbing services to thirteen (13) residential apartment complexes and one (1) office building; all are located in Broward County, Florida. Contractor shall provide all labor and materials needed to repair plumbing related issues in all BCHA sites as specified within this solicitation.

- 4.2. Broward County Housing Authority intends to contract with one (1) primary contractor and two (2) secondary contractor to serve in an emergency situation in which the primary contractor cannot respond.
- 4.3. An emergency comprises of, but is not limited to: water leak, sewer overflow, inoperable water lines and damages caused by hurricanes and other destructive weather.
- 4.4. Awarded contractor will provide vehicles, equipment, parts, supplies and labor necessary to perform the work as stated within these specifications. Note: Any vehicle and/or equipment breakdown will not be grounds for delays in service. If such circumstances occur, the awarded contractor is required to obtain the necessary equipment to perform the work within the contract specifications at no additional costs to Broward County Housing Authority.
- 4.5. Only new and manufacturer authorized replacement parts shall be used in the repair of any and all plumbing systems. All parts, materials and work furnished shall be of good quality and free from any defects and shall at all times be subject to BCHA's inspection and approval; but neither BCHA's inspection or failure to inspect shall relieve contractor of any obligation hereunder. 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, contractor shall promptly replace the same at contractor's expense.
- 4.6. The acceptance of work or payment for services by BCHA shall not constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The work performed shall also be in conformity with and meet all industry standards.

- 4.7. Awarded contractor shall provide service Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m. except for legal holidays at the contracted regular hourly rate. Work performed before, after, or on weekends and or legal holidays will be billed at the contracted “after hours” rates.
- 4.8. Awarded contractor may only bill for actual time spent on site. Travel time, mobilization fees etc., are not billable.
- 4.9. **Service Calls:** Repair calls shall be placed by the Property Manager or designee and charged at the contracted regular hourly rate. Expected service calls response time shall 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; unless exception is warranted for emergencies.
- 4.10. **Emergency Response Time:** Expected emergency response time is within two (2) hours from the time of call. In the event that the Housing Authority is faced with an emergency situation, the awarded contractor shall arrive on-site within two hours from the time notified by the Property Manager or designee.
- 4.11. **Performance:** The awarded contractor shall arrive on-site within 24 hours (non-emergency calls) of being notified by the Property Manager or designee.
- 4.12. Contractor shall have available and ready at the award of the contract, qualified plumbing technicians and apprentices able to perform the work required. Contractor or his employees shall perform all work in a skilled, professional and safe manner.
- 4.13. Under the circumstance where any major plumbing problem is discovered, a quote shall be provided to Broward County Housing Authority’s Property Manager. BCHA reserves the right to obtain quotes from other contractors and award the project to the lowest most responsive proposer.
- 4.14. **Contractor’s Responsibility**
The award proposer shall be responsible for obtaining all necessary permits, inspections and licenses. The award proposer shall be familiar with all laws and regulations that may in any way affect the work. The cost/fees for permits must be included in the proposer’s price and paid for by proposer. The proposer shall be responsible for the cost of repairs resulting from negligent acts by his employees. Proposer shall report any ensuing damage to furniture/appliances directly to the Property Manager or Contact Person.
- 4.14.1. **Dispatch:** Contractor must have covered telephone service 24 hours per day; 7 days per week, and 365 days a year, to receive service calls from authorized BCHA representatives and dispatch those calls to their staff to enable them to be on site within two hours of BCHA’s call.

- 4.14.2. Contractor shall furnish all equipment and supplies and will operate, maintain, and repair all equipment necessary to perform work required within this solicitation.
- 4.14.3. Contractor shall 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.
- 4.14.4. Each crewmember shall wear an identification card with a photograph or uniform that identifies him or her as a member of the contractor's workforce. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any BCHA site.
- 4.14.5. Contractor's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of BCHA and the general public.
- 4.14.6. Smoking is **NOT** permitted in any BCHA residential unit or facility.
- 4.14.7. Contractor shall be responsible for informing their workmen that under no circumstances are they permitted to accept food or drink from any tenant.
- 4.14.8. All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an employee or agent of BCHA. BCHA may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on BCHA property is not in the best interest of BCHA.
- 4.14.9. At least one employee of the contractor, assigned to any BCHA site must be able to fluently speak, read and communicate in the English language or the contractor must provide a translator for communication at the contractor's expense.
- 4.14.10. Contractor will be responsible for removal and disposal of all construction debris daily.
- 4.14.11. Contractor is not to use the BCHA's trash containers or dumpsters at the sites.

4.14.10 Contractor will perform tasks specified within Scope of Work above 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	Curvis Jackson Tel: 954-325-3692 Fax: 954-714-3203	9
4	Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	Curvis Jackson Tel: 954-325-3692 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	Curvis Jackson Tel: 954-325-3692 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	12
10	LES Building 3220 N. 24th Avenue Hollywood, FL 33020	Curvis Jackson Tel: 954-325-3692	1 building
11	Twin Oaks 4370 NW 29th Street Lauderdale Lakes, FL 33313	Curvis Jackson Tel: 954-325-3692	16
12	Villas of Pompano Beach 113 & 117 SE 11th Avenue Pompano Beach, FL 33060	Curvis Jackson Tel: 954-325-3692	8
13	Manors at Middle River 1716-1416 N. Dixie Highway Fort Lauderdale, FL 33305	Curvis Jackson Tel: 954-325-3692	12
14	BCHA Central Office 4780 North State Road 7 Lauderdale Lakes, FL 33319	Bill Sipala 954-547-7639	1 building

4.15. BCHA's Responsibilities

- 4.15.1. BCHA will provide documents needed for the contractor to obtain work permits.
- 4.15.2. BCHA will bear no responsibility for damage to contractor's equipment regardless of circumstances.
- 4.15.3. BCHA will provide contractor's employees with access to units and restroom facilities during our regular business hours 8:30AM to 5:00PM Monday through Friday.

5. Response

5.1. Licensing and Insurance Information

Before a contract pursuant to this RFP is executed, the apparent successful Proposer must hold all necessary, applicable professional licenses required by the State of Florida and other regulatory agencies necessary to complete the Services. The Proposer shall obtain, at the Proposer'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 Proposers to submit evidence of proper licensure.

- 5.1.1. Proof of Insurance shall be provided to BCHA prior to the execution of a contract. Unless otherwise stated by BCHA, the successful proposer(s) will be required to obtain and maintain the following insurance coverage during the entire Contract Term.
- 5.1.2. Proposer shall submit an original certificate evidencing the proposer's current Worker's Compensation carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability;
- 5.1.3. An original certificate evidencing General Liability coverage evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000 with a deductible of not greater than \$1,000;
- 5.1.4. An original certificate showing the proposer'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 proposer's response.
- 5.1.5. Proposer agrees, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage or receipt of a claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage. BCHA shall be

notified at least 30 days in advance of cancellation, non-renewal or adverse change.

5.1.6. The premium cost of all insurance purchased by the Proposer for protection against risks assumed by virtue of the contract shall be borne by the Proposer and is not reimbursable by BCHA.

5.1.7. 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 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. Proposed Services (Attachment C)

5.2.1. Describe the methodology, equipment, and supplies to be utilized to perform services as described in the Scope of Work section above.

5.2.2. Describe the experience of the company and staff expected to be assigned to this contract.

5.3. Client References (Attachment D)

5.3.1. 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.

5.3.2. Include information specifying if the clients are past or current.

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

5.4. Fees and Escalation

5.4.1. Prior to sixty days of the end of each contract period the proposer may make a request for a fee escalation. BCHA will consider a request for fee escalation subject to adequate justification provided by contractor, limited to the increase in the Consumer Price Index for Services for the Miami-Fort Lauderdale, Florida market. Failure to request the fee increase before sixty days prior to the end of each contract period will invalidate any subsequent request.

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5.5. Site Visits

Not applicable

5.6. Pre-Bid Meeting

Not applicable

5.7. Response Submission

5.7.1. All responses submitted pursuant to this solicitation shall be formatted in accordance with the sequence noted following. Each category shall 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	Form of Proposal: Attachment A of this solicitation document.
2	Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract: Complete the form found at https://www.hud.gov/sites/documents/DOC_12132.PDF
3	Profile of Firm Form: Attachment B of this solicitation document with IFS Form W-9, license, and insurance certificates.
4	Response to Evaluation Factor 1: Organizational Overview/Qualifications. Submit responses as Attachment C-1 of this solicitation document and MSDS. See Section 5.2 above.
5	Response of Evaluation Factor 2: Capacity and Technical Approach. Submit responses as Attachment C-2 . See Section
5	Response to Evaluation Factor 3: Fee Information: Attachment C-3 of this solicitation document. See Section 4 above.
6	Client References: Attachment D of this solicitation document. See Section 5.3 above.
7	Equipment List: Equipment owned / leased by your company.
8	Forms: Scrutinized Companies Section 287.135 Florida Statutes - Attachment F , and Sworn Statement Section 287.133 (3) (A) Florida Statutes - Attachment G , must be executed and returned with attached proposal to be considered.

5.7.2. 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.

5.7.3. All responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.

5.7.4. **The proposer shall submit one (1) original signature copy (marked “ORIGINAL”) three (3) exact copy.** They shall be places unfolded in a sealed package and addressed to:

**Broward County Housing Authority
Attn: Stacie-Ann Richards, Procurement Specialist
4780 North State Road 7
Lauderdale Lakes, Fl. 33319**

5.8. Submission Responsibilities

- 5.8.1. The proposer shall 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 number and title.** Submissions received after the noted deadline will not be accepted. The official US time at <http://www.time.gov> shall determine receipt within deadline.
- 5.8.2. Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Proposers 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.
- 5.8.3. By virtue of completing, signing, and submitting the completed documents, the proposer is stating agreement to comply with all of the conditions and requirements set forth within those documents.

5.9. Administrative Terms and Conditions

In order to maintain a fair and impartial competitive process, BCHA shall avoid private communication concerning this procurement with prospective Proposers during the entire procurement process. From the issue date of this RFP until the final award is announced. Proposers are not allowed to communicate about this RFP for any reason with any BCHA staff except through the RFP Point of Contact named below, during the Pre-Proposal Conference (if any), as otherwise defines in this RFP or as provided by existing work agreement(s). Prohibited communications includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. BCHA reserves the right to reject the proposal of any Proposer violating this provision.

- 5.9.1 Proposers shall address all communication and correspondence relating to this solicitation to the contact person on the cover sheet of this document. Proposers 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 proper doing so.
- 5.9.2 All questions shall be submitted via email 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 form of addenda which will be posted on the BCHA website and on Demandstar.
- 5.9.3 Unless an answer or information is provided by BCHA in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Proposer.

5.10. Notices

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

**Stacie-Ann Richards, Procurement Specialist
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, Fl. 33319-5860**

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

5.10.2 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 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.

5.10.3 Cost of Proposal

All costs incurred, directly or indirectly, in response to this solicitation, to include the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the Proposer. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Proposer. BCHA will not provide reimbursement for such costs.

5.10.4 Amendments to Solicitation

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

5.10.5 Direct or Indirect Conflicts of Interest

Proposer shall certify that except as otherwise disclosed, neither it nor any of its subcontractors include persons who have an interest, direct or indirect in this proposed contract and who during his or her tenure or for one (1) year thereafter are:

- I. A present or former member of BCHA's Board of Commissioners or any member of the Board of Commissioner's immediate family;
- II. Any BCHA employee who formulates policy or who influences decisions with respect to BCHA's project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner;
- III. Any public official, member of the local government body, or State or local legislator (including members of the Broward County Board of Commissioners, or Florida legislator), or any member of such individuals immediate family;
- IV. A member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or resident commissioner;

NOTE: "*Immediate family*" member means the spouse, mother, father, brother, sister, or child of covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g. half-brother or stepchild).

5.10.6 Prohibition Against Gifts/Favors/Anything of Monetary Value

No BCHA employee can accept or solicit for themselves or for others, anything of value from Proposer or any person, corporation, or other entity doing business with or attempting to do business with BCHA.

5.11. 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 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 responsibility of Vendor.

- 5.11.1. Proposers are subject to *Instructions to Offerors – Non-Construction*, HUD Form 5369-B, at <https://www.hud.gov/sites/documents/5369-B.PDF>.
- 5.11.2. Proposers are subject to *General Contract Conditions – Non-Construction*, HUD Form 5370-C, at https://www.hud.gov/sites/documents/DOC_12587.PDF.
- 5.11.3. Proposers are subject to *24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons* commonly referred to as Section 3, at http://www.access.gpo.gov/nara/cfr/waisidx_98/24cfr135_98.html . The proposer shall be required to, as detailed therein, “to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons,” meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.
- 5.11.4. Proposers are subject to ***Wage Rate Determination for Residential Construction Projects***, General Decision Number FL20190056, included as an attachment to this solicitation document, for work classifications of (1) painter – skilled, (2) journeyman, and (3) laborer, as 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 G for the Wage Rate Determination** currently in effect. Future Wage Rate Determinations will apply and will be provided to the contractor as available.

5.12. Public Access to Procurement Record

- 5.12.1 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:
- 5.12.2 Keep and maintain public records required by BCHA in order to perform the service;
- 5.12.3 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.
- 5.12.4 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;
- 5.12.5 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.
- 5.12.6 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.
- 5.12.7 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 THE CUSTODIAN OF PUBLIC RECORDS AT:

PUBLIC RECORDS
Attn: Noah Szugajew
4780 North State Road 7
Lauderdale Lakes, FL 33319
(954) 739-1114 ext. 2350
PUBLICRECORDS@bchaf1.org

5.13. **Ownership of Documents**

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

5.14. **Advertising**

In submitting a proposal, Proposer agrees not to use the result from it as a part of any commercial advertising. BCHA does not permit Proposers to advertise or promote the fact of your relationship with BCHA in the course of marketing efforts, unless BCHA specifically agrees otherwise.

5.15 **Government Restrictions**

In the event any governmental restriction may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods offered, it shall be the responsibility of the successful Proposer to immediately notify BCHA in writing specifying the regulation which requires an alteration. BCHA reserves the right to accept any such alteration, including any reasonable price adjustment occasioned thereby, or to terminate the contract at no expense to BCHA.

6. Evaluation

6.1. **Evaluation Criteria**

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

Proposers should provide all information outlines in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by BCHA to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission. **Responses to each evaluation factor should be submitted as Attachments C-1, C-2, and C-3.**

A committee will evaluate the proposals received under this solicitation in accordance with the minimum information requirements and the Proposal Preparation and Submission Outline below. The evaluation process will be based on a weighted point system with the evaluation factor or sub-factor's relative weight listed immediately

following each factor/sub-factor. The BCHA urges all interested Proposers to carefully review the requirements of this RFP.

All submission will be evaluated by an Evaluation Committee comprised of consultants and staff. Written submissions containing the requested information will serve as the initial basis for selection of finalists. Each written proposal has a possible score of one hundred (100) points as set forth below.

A short list of finalist will be established based upon the written submissions. Interviews may or may not be conducted with the finalist. These interviews of the finalist may be used to identify the top-rated Proposer utilizing the same point system as described below. The finalist may be required to present their qualifications to the BCHA Board.

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

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

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

6.1.1. Proposal Preparation and Submission Outline

Firms shall submit proposals in accordance with the following outline to receive the maximum points (100) under this solicitation. Items which are not addressed within the proposal will be given a zero (0).

Responses to each evaluation factor should be submitted as Attachments as described below.

Factor	Points	Description
1	30	Organizational Overview/Qualification (Attachment C-1) Experience, Strength and Statement of Qualification of Firms as it relates to this solicitation.
2	40	Technical Approach and Capacity (Attachment C-2) Firm's Technical Response to RFP's Scope of Services and Capacity; Customer Service Approach and Problem Resolution Methods; Proposed Timelines, Equipment and Products.
3	30	Proposed Cost (Attachment C-3) Fee Proposal
Total	100	

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

Scoring Guide:

- 0% - No Response
- 50% - Marginal
- 70% - Acceptable
- 85% - Exceeds Acceptable
- 100% - Outstanding in all Respects

6.2. Evaluation Method

6.2.1. Evaluation Factor 1 - Organizational Overview/Qualifications (Attachment C-1) - 30 points

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

- 6.2.2 Provide a brief history of the firm, length of time in business and its past experience as it relates to the requirements of this solicitation.
- 6.2.3 Describe your organizational structure. Provide the number of full-time employees and describe in detail the team that will be involved with the project on a routine basis.
- 6.2.4 Provide three references from your current client list for which similar services are being performed. Include company name, address, phone number, email addresses and contact person.
- 6.2.5 Copy of State Florida and Occupational Licenses

6.3 Evaluation Factor 2 - Capacity and Technical Approach (Attachment C-2) – 40 points.

- 6.3.1 Describe the firm’s methodology/technical approach and capacity to perform services as describe in the Scope of Work section above.
- 6.3.2 Propose a timeline and frequency schedule that ensures sites are professional maintained.
- 6.3.3 Describe the firm’s approach to customer service and problem resolution. Please provide your client retention rate.
- 6.3.4 Describe how you measure client satisfaction. Include innovative/creative approaches that were successful in achieving a client’s objectives.
- 6.3.5 Provide (if applicable) the Material Safety Data Sheets (MSDS) for any hazardous material to be used as described in the Scope of Work section.

6.4 Evaluation Factor 3 - Proposed Cost/ Fee (Attachment C-3) – 30 points

- 6.4.1 This is expected amount your firm would be compensated for services provided to BCHA. Please use Form Attachment C-3 to state your fees.

- 6.4.2 State if any, all other anticipated services and associated cost as outlined in the Scope of Work. (include additional sheet if needed).

6.5 Evaluation Method and Award Process.

- 6.5.1 Each proposal will first be evaluated for responsiveness (i.e. meets the minimum of the published requirements). BCHA reserves the right to reject any proposals deemed as not minimally responsive.
- 6.5.2 BCHA will form an Evaluation Review Committee to review proposal and make recommendation to the Board of Commissioners for selection based on but not limited to the evaluation factors set forth above. Factors not specified in the RFP will not be considered. BCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirement stated in the RFP.
- 6.5.3 After evaluations, the committee will determine the top proposals that have a reasonable chance of being selected for award considering both the technical aspects and fee proposal. These shortlisted Proposers will be chosen for an onsite interview. Final award will be approved by BCHA Board of Commissioners. Contract negotiations may, at BCHA's option, be conducted prior to or after the Board of Commissioner's award
- 6.5.4 BCHA will make a determination of whether, in the opinion of BCHA, the Proposer is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. BCHA will award a contract only to a responsible Proposer that has the ability to successfully perform under the terms of this RFP. BCHA's determination includes an assessment of the Proposer's technical resources/ability to perform the scope of work in accordance with the RFP requirements. The responsibility determination also includes consideration of a Proposer's integrity, compliance with policy, past performance with BCHA (if any), and eligibility to perform scope of work that are funded by the Federal, State or local government.
- 6.5.5 Should the individual members of the Evaluation Review Committee be made known to the Proposer in any manner prior to submission or during the review process, the Proposer shall not make contact with the committee members, or their proposal may be rejected.
- 6.5.6 All persons having familial (including in-laws) relationships with principals and/or employees of the proposer entity will be excluded from participation in the evaluation committees. Similarly, any persons having ownership interest in and/or contract with a proposer entity will be excluded from participation in the evaluation committees.

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

6.2.8 Notification of the results of the evaluation including the name of the successful Proposer will be posted on BCHA's website at www.bchafl.org and on the DemandStar website at www.demandstar.com.

7. Contract Award

Contract award of this RFP will be based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer understands of the Evaluation Factors and the firm's capacity to perform the required services of this Request for Proposal.

By completing, executing and submitting the Form of Proposal, Attachment A, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by BCHA, either in hard copy, via the BCHA website or via Demandstar, as well as including an agreement to executed the attached Sample Contract form (see Attachment F). The contract clauses already attached as Attachments B, C, D, E, F, G and HUD 5370-C also apply. According, 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.

7.1 BCHA Authorized Procurement Authority

All contracts where the base contract amount or any option exceeds \$100,000 are required to be approved by the 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

7.2 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.

7.3 Contract Document

BCHA and the successful Proposer will execute BCHA's standard contract. See Exhibit F for a sample of this document. BCHA will not execute a contract on the successful proposer's forms. Contracts will only be executed on BCHA's form, and by submitting a proposal the successful proposer 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 RFP process (prior to the submittal deadline) consider any contract clauses that the proposer 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 proposer the right to refuse to execute BCHA' contract form.

It is the responsibility of each prospective proposer to notify BCHA, in writing prior to submitting a proposal, 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 proposer is not willing to abide by BCHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

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

7.4 Contract Terms and Conditions

The contract that BCHA expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Proposal submitted by the successful Proposer and any subsequent revisions to the Proposer's Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provision of the RFP, and any other terms deemed necessary by BCHA, except that no objection or amendment by a Proposer to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless BCHA has explicitly accepted the Proposer's objection or amendment in writing.

7.5 Unauthorized Sub-Contracting: The successful proposer 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 proposer as a result of the proposed contract.

7.6 Insurance Requirements: Prior to award but not as a part of the proposal submission, the successful proposer will be required to provide an original certificate evidencing General Liability coverage as described in Section 5.1.2 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 the Certificate Holder using the following name address:

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

There shall be 30-day notification to BCHA in event of cancellation or modification of any stipulated insurance coverage. Licensing and insurance requirements will be examined and approved by the BCHA Controller prior to contract award.

7.7 Right to Negotiate Fees

7.7.1 BCHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at BCHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after BCHA has chosen the top-rated proposer. If such negotiations are not, in the opinion of BCHA, successfully concluded within five business days, BCHA shall retain the right to begin negotiations with the next highest rated proposer.

7.8 Contract Period

The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is the latest, and shall terminate two (2) years from that date. The Procurement Specialist may renew this contract for a subsequent period subject to Proposer acceptance, satisfactory performance and determination that renewal will be in the best interest of the BCHA.

7.8.1 Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of the expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period unless subject to price adjustment specified as a "special condition" hereto.

7.8.2 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 Specialist. 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.

7.9 Contract Service Standards

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

7.10 Contract Payment

7.10.1 In accordance with payment schedules, Proposer will submit invoices to Accounts Payable Department, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319.

7.11 Invoicing Requirements

7.11.1 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 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.

7.11.2 All invoices must be itemized showing: Proposer's name, remit to address, purchase order number, service location (site name), and prices per the contract, itemized in order to facilitate contract auditing.

- 7.11.3 Each invoice must detail the service and location at which performed accompanied by a copy of the 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.
- 7.11.4 BCHA will pay the properly completed and authorized invoice within thirty days of receipt.
- 7.11.5 BCHA will pay invoices by check or ACH.

**LAST PAGE OF DOCUMENT
PLEASE SEE ATTACHMENTS A, through G**

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 19-281
REQUEST FOR PROPOSAL
PLUMBING REPAIRS, MAINTENANCE AND EMERGENCY PLUMBING SERVICES**

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

X=Included	Tab	Contents
	1	Proposal Submission Form: Attachment A of this solicitation document.
	2	Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract found at https://www.hud.gov/sites/documents/DOC_12132.PDF
	3	Profile of Firm Form: Attachment B of this solicitation document. Note that this document has two pages. Include IRS Form W-9 and licenses.
	4	Response to Evaluation Factor 1: Organizational Overview/Qualifications. Submit responses as Attachment C-1 . See Section 5.2.
	5	Response to Evaluation Factor 2: Capacity and Technical Approach. Submit responses as Attachment C-2 . See Section 6.3
	7	Response to Evaluation Factor 3: Fee Information. Submit responses as Attachment C-3 . (To submit in a separate sealed envelope) . See Section 4
	8	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document. See Section 5.3
	9	Equipment List: Equipment owned/leased by your company
	10	Forms: Scrutinized Companies Section 287.135 Florida Statutes - Attachment F , and Sworn Statement Section 287.133 (3) (A) Florida Statutes - Attachment G , must be executed and returned with attached proposal to be considered.

<p>CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:</p> <p>_____ ONE (1) ORIGINAL AND _____ THREE (3) COPIES OF YOUR PROPOSAL.</p>

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

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 19-281
REQUEST FOR PROPOSAL
PLUMBING REPAIRS, MAINTENANCE AND EMERGENCY PLUMBING SERVICES**

PROFILE OF FIRM FORM – ATTACHMENT B
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1. Proposer Information

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

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

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

Yes No

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

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

Yes No

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

5. This business is owned and operated by persons at least 51% of the following ethnic background:

Asian/Pacific / Black /Hasidic Jew /Hispanic /Native Americans /White

6. This business qualifies as: Section 3 / Small Business / Woman Owned

7. Please indicate the structure of your company.

- | | |
|---|--|
| <input type="checkbox"/> Publicly Held Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Privately Held Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Sole Proprietorship |

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

Continue on next page.

9. Licensing and Insurance Information

Business License Jurisdiction, Number, and Expiration Date	
Worker's Comp Carrier, Policy Number, and Expiration Date	
General Liability Carrier, Policy Number, and Expiration Date	
Professional Liability Carrier, Policy Number, and Expiration Date	
Vehicle Insurance Carrier, Policy Number, and Expiration Date	

10. Copies of insurance certificates in accordance with Section 5 of this proposal should be submitted prior to award but not a part of the proposal submission.

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP-19-281
REQUEST FOR PROPOSAL
PLUMBING REPAIRS, MAINTENANCE AND EMERGENCY PLUMBING SERVICES**

PROPOSED SERVICES – ATTACHMENT C-2

Instructions: Complete this form by indicating the appropriate response or by indicating “N/A” if not applicable. Attach additional sheets if necessary.

1. Describe the methodology, equipment, and supplies to be utilized to perform services as described in the Scope of Work section.

2. Describe the experience of the company and staff expected to be assigned to this contract.

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 19-281
REQUEST FOR PROPOSAL
PLUMBING REPAIRS, MAINTENANCE AND EMERGENCY PLUMBING SERVICES**

FEE INFORMATION – ATTACHMENT C-3

A. Instructions: Please indicate the cost.

ITEM #	PLUMBING CONTRACTOR	REGULAR HOURLY RATE	HOURLY RATE (AFTER HOURS/ WEEKENDS/HOLIDAYS)
1	Tradesman Plumber/Technician for repairs and service calls during regular business hours Mon-Fri 8:30am-5:00pm	\$	
2	Plumber's Apprentice for repairs and service calls during regular business hours Mon-Fri 8:30am-5:00pm	\$	
3	Supervisor regular business hours Mon-Fri 8:30am-5:00pm	\$	
4	MATERIALS Invoiced Cost Plus % Markup	%	

B. Instructions: Using the regular hourly rates entered above; calculate the total price for services based on BCHA's estimated annual usage.

CATEGORY	ESTIMATED 1YR QUANTITY	REGULAR HOURLY RATE	TOTAL PRICE
Plumber/Technician	100 HRS	\$	\$
Apprentice/Laborer	50 HRS	\$	\$
Haben Jetting Machine with Operator	40 HRS	\$	\$
M-100 Cabling Machine With Operator	15 HRS	\$	\$
M-300 Cabling Machine With Operator	20 HRS	\$	\$
Video Inspection	20 HRS	\$	\$
			\$

(Note: Estimated Quantity x Hourly Rate = Total Price)

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the BCHA from:

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

ATTACHMENT E

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

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

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

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

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

ATTACHMENT F



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

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

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

1. The business address of (name of Offeror or business) is.

2. My relationship to _____ (name of Offeror or business) is _____ (Relationship such as sole proprietor, partner, president, vice president).

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

4. I understand that “convicted” or “conviction” is defined by the Florida Statutes to mean a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilt or no contest.

5. I understand that “affiliate” is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime or (2) an entity under the control of any natural person who is active in management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

ATTACHMENT F

- 6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

- 7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted or affiliate is _____ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

 (Signature) _____
 (Print name)

State of Florida
 County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
 20_____, by _____ who is personally known to me or who
 has produced _____ as identification and who did take an
 oath.

WITNESS my hand
 and official seal.

NOTARY PUBLIC

 NOTARY PUBLIC, STATE OF FLORIDA

SEAL OF OFFICE:

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

ATTACHMENT G

"General Decision Number: FL20190056 08/30/2019

Superseded General Decision Number: FL20180099

State: Florida

Construction Type: Residential

County: Broward County in Florida.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the

federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	03/15/2019
3	08/30/2019

ELEC0728-002 03/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 32.63	12.23

ENGI0487-012 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 28.32	8.80

OPERATOR: Crane

All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is

rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes...\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice).....\$ 28.32	8.80
OPERATOR: Oiler.....\$ 22.99	8.80

IRON0272-003 10/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....\$ 24.89	24.89	10.10

LABO1652-002 05/01/2018

	Rates	Fringes
LABORERS		
Common or General.....\$ 21.55	21.55	7.27
Plaster Tender.....\$ 22.05	22.05	7.27

* PAIN0365-005 08/01/2019

	Rates	Fringes
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PAINTER, Includes Brush,
 Roller and Spray (Excludes
 Drywall Finishing/Taping).....\$ 16.21 10.77

SFFL0821-003 01/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 28.38	19.44

SHEE0032-007 12/01/2013

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 23.50	12.18

SUFL2009-095 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Cabinet Installation (Excludes Drywall Hanging).....	\$ 21.17	0.86
CEMENT MASON/CONCRETE FINISHER...	\$ 16.19	0.00
DRYWALL FINISHER/TAPER.....	\$ 19.22	0.00
DRYWALL HANGER.....	\$ 15.69	0.00
FENCE ERECTOR.....	\$ 11.00	0.00

GLAZIER.....	\$ 20.00	0.00
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 13.75	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00
LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15	0.00
OPERATOR: Asphalt Paver.....	\$ 11.63	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Bulldozer.....	\$ 13.67	0.00
OPERATOR: Distributor.....	\$ 11.41	0.00
OPERATOR: Excavator.....	\$ 13.50	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 16.48	0.00

OPERATOR: Roller.....	\$ 10.62	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PLUMBER.....	\$ 25.00	1.17
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 14.50	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
TILE SETTER.....	\$ 16.65	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage
determination. 08/29/2014 indicates the survey completion date
for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of
each year, to reflect a weighted average of the current
negotiated/CBA rate of the union locals from which the rate is
based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISION"

