



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER IFB 19-274
INVITATION FOR BID**

PAINTING FOR HIGHLAND GARDENS

DATE OF ISSUE: July 12, 2019

QUESTIONS: July 25, 2019, 2:00 P.M (EST)

BID DUE DATE: August 6, 2019, 2:00 PM (EST)

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

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BROWARD COUNTY HOUSING AUTHORITY
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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.

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 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 bids from firms qualified to perform services as described within the Scope of Work outlined in this solicitation at its Highland Gardens location 331 NE 48th Street, Deerfield Beach FL 33064.

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

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

Anticipated Solicitation Schedule Event	Date (and Time)
IFB Published to BCHA Website and DemandStar	July 12, 2019
Site Visits	July 17, 2019 10:00 AM EST
Pre-Bid Meeting	July 23, 2019 10:00 AM EST
Deadline for Receipt of Questions via E-Mail	July 25, 2019 2:00 P.M. EST
Date of Addendum for Response to Questions	July 29, 2019 4:00 P.M. EST
Deadline for Bid Submissions	August 6, 2019, 2:00 P.M. EST
Public Bid Opening	August 6, 2019, 2:05 P.M. EST
Approval by Board of Commissioners	August 20, 2019
Effective Date of New Contract	To Be Determined

3. Reservation of Rights

- 3.1 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.
- 3.2 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. 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.
- 3.4 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 contractor (s).
- 3.5 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.
- 3.6 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.
- 3.7 BCHA reserves the right to negotiate the fees submitted.
- 3.8 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:
 - 3.8.1 incomplete responses and/or responses offering alternate or non-requested services;
 - 3.8.2 failure to use BCHA provided forms, or
 - 3.8.3 failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 3.9 BCHA shall have no obligation to compensate any bidder for any costs incurred in preparing the response to this solicitation.
- 3.10 In the event of legal action BCHA will not waive trial by jury.
 - 3.10.1 A venue for any legal proceedings arising from this contract shall be in Broward County, Florida.
 - 3.10.2 This invitation to bid and any subsequent contract supersedes any other agreement with contractor/vendor.

4 **Scope of Work**

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 sealed bids from qualified, licensed and insured contractors to provide Painting Services at its Highland Gardens location, 331 NE 48th Street, Deerfield Beach, Fl. 33064 in Broward County Florida. **The Scope of Work and specifications for this location are detailed in a specially prepared document by Sherwin Williams in Attachment K. All work shall be quoted accordingly and performed as specified in the Scope of Work outlined in Attachment K.**

- 4.1 Contractor shall provide all materials, labor and equipment needed to perform work as specified within this solicitation. **Prices quoted shall include all labor, materials, permit and any other costs associated with the project.**
- 4.2 All measurements and quantities specified in this solicitation are approximations and must be verified by contractor prior to bid submission. Contractor should visit the site prior to bidding to become familiar with the scope of work and verify all existing field conditions.
- 4.3 The awarded contractor shall provide material samples for the BCHA approval.
- 4.4 The awarded contractor shall commence work within five (5) day following the issuance of permit with an expected completion of 90 days. All work shall be performed according to the best standards of workmanship and meet the latest requirements of the South Florida Building Code as well as adhering to all national, state, county and municipal codes, guidelines and regulations.
- 4.5 **Specification:**
Contractor will be required to perform all work and furnish all labor, materials and permits including but not limited to the following:
- 4.6 90 calendar days will be required to complete all work for this project, with a late penalty of \$250 per calendar day unless otherwise agreed in writing.
- 4.7 Provide a “Schedule of Values” detailing all work, including labor and materials, for approval, with proposed pricing.
- 4.8 The Contractor is required to be licensed and insured. All sub-tiered contractors will be insured.
- 4.9 The Contractor will warranty, in writing, all workmanship for a period of one (1) year from acceptance of work, not completion of work.
- 4.10 The Contractor will supply the Owner with any and all manufacturers’ and product warranties.

4.11 The Contractor is to prepare and submit all close-out documents for Owner to review and approve before the final pay application will be processed.

4.12 **Contractor's Responsibility**

See Attachment K for Additional information on Contractor Responsibilities. The awarded contractor shall be responsible for obtaining all necessary permits, inspections and licenses. The awarded contractor 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 contractor's price and paid for by the contractor.

4.12.1 Contractor shall have available and ready at the award of the contract, qualified and experienced staff able to perform the work required. Contractor or his employees shall perform all work in a skilled, professional and safe manner.

4.12.2 Any penalties or fines imposed on BCHA or contractor for failure to obtain required licenses or permits shall be the sole responsibility of the contractor.

4.12.3 Contractor shall fully complete the work within 90 days from the issue date of the permit. No grace period shall be honored unless previously established and written authorization is granted by the purchasing manager.

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

4.12.5 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. Neither BCHA's inspection nor failure to inspect shall relieve contractor of any obligation hereunder. Upon completion of work, if in BCHA's or any inspecting entity's reasonable opinion, any work fails to conform to specifications, or is otherwise defective or unsatisfactory, contractor shall promptly remedy the same at contractor's expense.

4.12.6 All deficiencies in service shall be immediately corrected by the contractor. All corrections shall be made within twenty-four (24) hours after such deficiencies are verbally reported to the contractor by BCHA personnel.

4.12.7 Contractor shall be responsible for the cost of repairs resulting from negligent acts by his employees. Contractor shall report any ensuing damage to furniture/appliances directly to the Property Manager or Contact Person.

4.12.8 **Personnel:** All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an employee or agent of BCHA. BCHA may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise

objectionable and whose continued employment on BCHA property is not in the best interest of BCHA.

- 4.12.9 Contractor shall have in its employ, or under its control, sufficient, qualified, experienced and competent personnel to perform work promptly and in accordance with a schedule or work program as approved by BCHA. Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. Contractor's employees shall perform all work in a skilled, professional and safe manner. Contractor shall be responsible for overseeing the work of all workers.
- 4.12.10 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.
- 4.12.11 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.
- 4.12.12 Changes in personnel assigned to perform services during contract period will require additional approval and registration with BCHA. Only authorized personnel shall be granted access to the facilities.
- 4.12.13 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.
- 4.12.14 Smoking is NOT permitted in any BCHA residential unit or facility.
- 4.12.15 Contractor shall be responsible for informing their workmen that under no circumstances are they permitted to accept food or drink from any tenant.
- 4.12.16 Contractor shall perform from Monday through Friday from 8:30 a.m. until 5:30 p.m. However, additional work hours may become available, if needed. The successful vendor (s) will address this with the Property Managers as necessary.
- 4.12.17 Clean up: Contractor shall remove all debris from BCHA sites daily. BCHA dumpsters and trash receptacles MAY NOT be used for this purpose. Contractor shall thoroughly clean up all areas where work has been involved.
- 4.12.18 Contractor shall not clean work-related equipment on BCHA property. Contractor shall not store equipment at any BCHA site except in areas designated by BCHA.
- 4.12.19 Keys and access to facilities: Contractor shall obtain keys from the authorized BCHA representative as follows: contractor's employees shall not admit anyone (except other contractor employees) to areas controlled by a key in their possession.

If keys are lost, contractor shall reimburse BCHA for the actual cost of replacement keys, cores and labor.

- 4.12.20 The contractor shall submit properly identified products data and shop drawings (if and when required) prior to commencing work.
- 4.12.21 Contractor shall notify the Project Manager and Property Manager no less than forty-eight (48) hours in advance of “start date” and shall take no more than the specified number of days written on the contract after Notice to Proceed (NTP) and the permit are issued.
- 4.12.22 Contractor shall confine operations to work limits of the project, prevent damage to surroundings and restore damaged areas by repairing/replacing to match existing at contractor’s own expense.
- 4.12.23 Any and all items not specifically mentioned in the contract specifications but which are obviously required for a complete working installation during construction, shall be included without additional cost to BCHA.
- 4.12.24 Prior to final payment, all required permit inspections approvals, certificate of completion (CC), manuals, warranties, as-built drawings, required test reports and calculations and final release of claims from all providers, subcontractors and contractor shall be submitted to the Project Manager.
- 4.12.25 When the work is finished and prior to final payment, the Project Manager and Property Manager shall conduct a substantial completion inspection. If there is any work performed that BCHA does not agree with, the Contractor shall comply with the BCHA’s instruction to correct the issue, and re-do the work if needed.
- 4.12.26 Some notes may overlap; should any note be in conflict, the strictest shall prevail.
- 4.12.27 There are no public restroom facilities at this site. The Contractor is responsible to make necessary arrangements.

4.13 BCHA's Responsibilities

- 4.13.1 BCHA will provide documents needed for the contractor to obtain work permits.
- 4.13.2 BCHA will bear no responsibility for damage to contractor's equipment regardless of circumstances.
- 4.13.3 BCHA will provide contractor with a designated storage area; such storage is only for the duration of the contract and at the contractor's own risk.

5 Response

5.1 Licensing and Insurance Requirements

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.

5.2 Bid Guaranty (Bid Bond – Attachment H)

- 5.2.1 All bids shall be accompanied by an original Bid bond executed by a surety company meeting the qualifications for surety companies as specified in Section 5.2.4.6 The Bid bond must be an original, no photocopies will be accepted. In lieu of the Bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, original irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total bid price, payable to the Broward County Housing Authority and conditioned upon the successful Bidder executing the Contract and providing the Performance and Payment Guaranty and evidence of insurance within 15 calendar days after notification of award of the Contract. A personal check or a company check of a Bidder shall not be deemed a valid bid guaranty. Guaranty of the successful Bidder shall be forfeited to the Broward County Housing Authority not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

5.2.2 Performance and Payment Guaranty

- 5.2.2.1 The Performance and Payment Guaranty will be required within approximately seven (7) calendar days after award and prior to issuance of the Purchase Order and Notice to Proceed.

5.2.3 Performance and Payment Bond (Surety - Attachment I)

- 5.2.3.1 A performance and Payment Bond of the form and containing all the provisions of the Performance and Payment Bond attached hereto. (See Attachment I).
- 5.2.3.2 The Bond (s) shall be in the amount of one hundred percent (100%) of the Contract amount guaranteeing to BCHA the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material, men, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety

company which is qualified pursuant to Section 5.2.4., (Qualification of Surety).

5.2.3.3 Such Bond(s) shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the CONTRACTOR will upon notification by BCHA, correct any defective or faulty work or materials which appear within one year after completion of the Contract.

5.2.3.4 Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, CONTRACTOR shall ensure that the bond or bonds referenced above shall be recorded in the public records of Broward County.

5.2.3.5 In lieu of the Performance and Payment Bond, CONTRACTOR may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or irrevocable letter of credit. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by BCHA for one year after completion and acceptance of the work.

5.2.4 Qualifications of Surety

5.2.4.2 A Bid Bond and Performance and Payment Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.

5.2.4.3 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

5.2.4.4 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 233.111). Further, the surety company shall provide BCHA with evidence satisfactory to the BCHA, that such excess risk has been protected in an acceptable manner.

5.2.4.5 BCHA will accept a surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by

Intercom of the Office of the Florida Insurance Commissioner, BCHA shall review and either accept or reject the surety company based on the financial information available to BCHA. A surety company that is rejected by BCHA may be substituted by the bidder or proposer with a surety company acceptable to BCHA, only if the bid amount does not increase.

5.2.4.6 For projects which do not exceed \$500,000.00 BCHA shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

5.2.4.7 The surety company shall have at least the following minimum ratings:

Amount of Bond	Policyholder's Ratings	Financial Category	Size
500,001 to 1,000,000	A-	Class I	
1,000,001 to 2,000,000	A-	Class II	
2,000,001 to 5,000,000	A	Class III	
5,000,001 to 10,000,000	A	Class IV	
10,000,001 to 25,000,000	A	Class V	
25,000,001 to 50,000,000	A	Class VI	
50,000,001 or more	A	Class VII	

5.3 Liquidated Damages

The work to be performed under this Contract shall be commenced upon issuance of Purchase Order, which will not be issued until receipt of all required documents.

5.3.1. The work shall be completed and ready for final payment within 90 calendar days from the date indicated on the Notice to Proceed.

5.3.2. Upon failure of the CONTRACTOR to complete a project awarded pursuant to this contract within the specified period of time (plus approved extensions, if any) the CONTRACTOR shall pay to BCHA and BROWARD COUNTY the sum of Two Hundred Dollars (\$200.00) for each calendar day (plus approved extensions) after the time specified for completion and readiness for final payment. This amount is not a penalty but liquidated damages to the BCHA and BROWARD COUNTY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the BCHA and BROWARD COUNTY as a consequence of such delay. Contractor acknowledges and agrees that damages to

BCHA and BROWARD COUNTY from untimely completion are extremely difficult to determine, and accordingly the Contractor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

5.3.3 The BCHA and BROWARD COUNTY are authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this contract, or as much thereof as the BCHA and BROWARD COUNTY may, at its own option, deem just and reasonable.

5.4 Proposed Services (Attachment C)

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

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

5.4.3. Provided the materials Safety Data Sheets for any hazardous material to be used as described in the Scope of Work section above.

5.5 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.

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

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

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

5.6 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.

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

Location	Site Visit Date & Time	Site Contact
Highland Gardens Apartments 331 NE 48 th Street, Deerfield Beach, Fl. 33064	July 17,2019 at 10:00 A.M. EST	Derick Morgan (Project Mgr.) Tel: 954-275-6408

5.7 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 some 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.**

5.7.1 **Pre-bid Meeting Location:** Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, FL 33319

5.8 Bid Submission

All bid 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	Bid Submission Form: Attachment A of this solicitation document.
2	Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs: Complete the form found at https://www.hud.gov/sites/documents/5369-A.PDF
3	Profile of Firm Form: Attachment B of this solicitation document with IRS Form W-9, license, and insurance certificates.
4	Proposed Services: Attachment C of this solicitation document and MSDS. See Section 5.4 above.
5	Client References: Attachment D of this solicitation document. See Section 5.5 above.
6	Fee Information: Attachment E of this solicitation document. See Section 4 above.
7	Bid Bond: Attachment H of this solicitation document. See Section 5.2 above.
8	Performance and Payment Bond: Attachment I of this solicitation document. See Section 5.2.3 above
9	Form: Scrutinized Companies Section 287.135 Florida Statutes – Attachment J , must be executed and returned with the bid to be considered.
10	Additional Scope of Works - Attachment K
11	Form: Sworn Statement Section 287.133 (3) Florida Statutes – Attachment L , must be executed and returned with the bid to be considered.

5.8.1 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.

5.8.2 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.

- 5.8.3 **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: Stacie-Ann Richards,
Procurement Specialist
4780 North State Road 7
Lauderdale Lakes, FL 33319**

5.9 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 accepted. The official US time at <http://www.time.gov> shall determine receipt within deadline.

- 5.9.1 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.
- 5.9.2 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.
- 5.9.3 All questions shall be submitted via e-mail to the contact person named on the cover sheet of this document. Questions will not be accepted via telephone. Responses to questions shall be made via the form of addenda and/or a Questions and Answers (Q&A) format which will be posted on the BCHA website and on Demandstar.

5.10 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.

- 5.11 Bidders are subject to *Instructions to Bidders for Contracts, Public and Indian Housing Programs*, HUD Form 5369-C, at <http://www.hud.gov/offices/cpo/forms/hud5369c.pdf>.
- 5.12 Bidders are subject to *Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs*, HUD Form 5369-A, at <http://www.hud.gov/offices/cpo/forms/hud5369a.pdf>.
- 5.13 Bidders are subject to *General Conditions for Construction Contracts - Public Housing Programs*, HUD Form 5370-C, at <http://www.hud.gov/offices/cpo/forms/hud5370-C.pdf>.
- 5.14 Bidders 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 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 bidder 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.
- 5.15 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/trades for maintenance contracts, as appropriate to the work being performed. Bidder acknowledges that he/she will not pay his/her employees at rates less than detailed on the applicable Wage Rate Determination (Davis-Bacon). The contractor will be required to submit certified payrolls; the contractor must make its payroll records available to BCHA or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due its employees. **See Attachment G** for the Wage Rate Determination currently in effect. Future Wage Rate Determinations will apply and will be provided to the contractor as available.

5.16 Bid Evaluation – Public Bid Opening

At the set date and time, all bids received will be opened and publicly read aloud by the Purchasing Director/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.

5.16.1 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.

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

5.18 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.

5.19 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 lowest bidder.

5.19.1 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.

5.19.2 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.

5.20 Notices

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

Stacie-Ann Richards, Procurement Specialist
Broward County Housing Authority
4780 N State Road 7
Lauderdale Lakes, FL 33319

5.20.1 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 contract award is posted on BCHA's website, or the protest will not be considered. All bid protests shall be in writing, stating the reason for the protest and submitted to the Procurement Specialist or designee, who shall issue a written decision on the matter. The Procurement Specialist may at his/her discretion; suspend the procurement pending resolution of the protest if the facts presented so warrant.

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.

5.21 Public Access to Procurement Record

5.21.1 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:

5.21.1.1 Keep and maintain public records required by BCHA in order to perform the service;

5.21.1.2 Upon request from BCHA's custodian of public records, provide the public agency with a copy of requested records or allow the records to

be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.

5.21.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to BCHA.

5.21.1.4 Upon completion of the contract, transfer, at no cost to BCHA, all public records in possession of the Vendor, or keep and maintain public records BCHA upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.

5.21.2 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.

5.21.3 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:

PUBLIC RECORDS

Attn: Noah Szugajew

4780 North State Road 7

Lauderdale Lakes, FL 33319

(954) 739-1114 ext. 2350

PUBLICRECORDS@bchafll.org

5.22 Amendment to Solicitation

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

5.23 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.

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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**). The contract clauses already attached as Attachments B, C, D, E, F and form HUD 5369-C also apply. Accordingly, BCHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case BCHA has no power or authority to negotiate any clauses contained within any attached HUD document.

6.2. BCHA Authorized Procurement Authority

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

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

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

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

6.4. Contract Document

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

6.4.1. It is the responsibility of each prospective bidder to notify BCHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The BCHA will consider and respond to such written correspondence, and if the prospective bidder is not

willing to abide by BCHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

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

6.5. **Contract Terms and Conditions**

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

- 6.5.1. **Assignment of Personnel:** BCHA shall reserve the right to demand and receive a change in personnel assigned to the work if BCHA believes that such change is in its best interest and in the completion of the assigned work.
- 6.5.2. **Unauthorized Sub-Contracting:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation document (including, but not limited to selling or transferring the contract) without the prior written consent of BCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BCHA shall be void and may result in the cancellation of the contract with BCHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by BCHA.
- 6.5.3. **Insurance Requirements:** Licensing and insurance requirements will be examined and approved by the BCHA 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.

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

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER IFB 19-274
Painting for Highland Gardens**

BID SUBMISSION FORM – ATTACHMENT A

Instructions: The items listed below must be completed and included in the Bid 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 bid submission.

X=Included	Tab	Contents
	1	Bid Submission Form: Attachment A of this solicitation document.
	2	Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs: Complete the form found at https://www.hud.gov/sites/documents/5369-A.PDF
	3	Profile of Firm Form: Attachment B of this solicitation document. Note that this document has two pages.
	4	Proposed Services: Attachment C of this solicitation document, addressing requirements as listed within solicitation document.
	5	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document.
	6	Fee Information: Attachment E of this solicitation document, addressing requirements as listed within solicitation document.
	7	Bid Bond: Attachment H
	8	Performance and Payment Bond: Attachment I
	9	Form: Scrutinized Companies Section 287.135 Florida Statutes – Attachment J , must be executed and returned with the bid to be considered
	10	Additional Scope of Works - Attachment K
	11	Form: Sworn Statement Section 287.133 (3) Florida Statutes – Attachment L , must be executed and returned with the bid to be considered.

CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:

_____ **ONE (1) ORIGINAL AND** _____ **ONE (1) COPY OF YOUR BID PROPOSAL.**

By completing and submitting this form and all other documents within this bid 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 IFB, 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 IFB-19-274
REQUEST FOR PROPOSAL
Painting for Highland Gardens**

PROFILE OF FIRM FORM – EXHIBIT B

1. Proposer Information

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

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

3. Debarred Statement: Has the firm, or any principal(s) ever been debarred from providing any services to the federal government, any state government, or any local government agency?
 Yes No
 If yes, please attach a full detailed explanation, including dates, circumstances and current status.

4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner, Audit Committee member 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.
 Publicly Held Corporation Non-Profit Organization
 Privately Held Corporation Partnership
 Government Agency Sole Proprietorship

7. 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.

8. 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	

9. 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.

10. 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 IFB 17-269
Painting For Highland Gardens

PROPOSED SERVICES – ATTACHMENT C

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 IFB 19-274
Painting for Highland Gardens**

FEE INFORMATION – ATTACHMENT E

- A. Instructions: Please indicate the cost:
- B. Note: Price shall include all labor, materials, equipment, permits and associated costs.
- C. Note: Schedule of value and time schedule may be requested prior to award.

Item	Description	Total Price
1.	<u>External Painting for Highland Gardens</u> All labor, materials, equipment, permits and associated costs as per Scope of Work.	\$ _____ / Total Lump Sum
2.	<u>Optional:</u> <u>Interior Hallways Painting for Highland Gardens</u> All labor, materials, equipment, permits and associated costs as per Scope of Work.	\$ _____ / Total Lump Sum

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	

FORM OF CONTRACT

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

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

Article I - Statement of Work: The Contractor shall furnish all labor, material, permit, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for IFB 19-274 Painting of Highland Gardens

In strict accordance with the specifications dated _____ as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof.

Article II - Contract Price: The PHA shall pay the Contractor for the performance of the contract, in current funds, subject to additions and deductions as provided for in the specifications, the sum of _____ for work completed on an as needed basis.

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

- a) This instrument
b) Specifications, Terms and Conditions contained in IFB 19-274
c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
d) Licenses
e) Board Resolution Number _____
f) Bid Bond / Performance and Payment Bond

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

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

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

ATTEST
FEIN
SS#

ATTEST

CONTRACTOR:
By:
Name/Title
Business Address:

BROWARD COUNTY HOUSING AUTHORITY
By:
Ann Deibert, Chief Executive Officer

"General Decision Number: FL20190056 03/15/2019

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

* 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 08/01/2018

	Rates	Fringes
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).....\$ 16.21	16.21	10.29

 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.

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"

ATTACHMENT "H"
BID BOND

See section 5.2

ATTACHMENT "I"
FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as Surety, are bound to the Broward County Housing Authority of Broward County, Florida, as Obligee, hereinafter called BCHA, in the amount of _____ Dollars (\$_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract dated the _____ day of _____, 20__, with BCHA for _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the BCHA for **IFB 19-274 Painting for Highland Gardens**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
3. Pays BCHA all losses, damages, expenses, costs and attorney's fees including appellate proceedings, that BCHA sustained; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Whenever CONTRACTOR shall be, and declared by BCHA to be, in default under the Contract, the BCHA having performed BCHA'S obligation thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the CONTRACT in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the BCHA elects, upon determination by the BCHA and surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and BCHA, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by BCHA to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by BCHA to CONTRACTOR.

ATTACHMENT "I"

(Continued)

FORM OF PERFORMANCE AND PAYMENT BOND

No right action shall accrue on this bond to or for the use of any person or corporation other than the BCHA named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Signed and sealed this _____ day of _____, A. D., 20__.

(Name of Corporation)

WITNESSES:

Secretary

BY: _____
(Signature and Title)

BY: _____
(Type Name and Title signed above)
(CORPORATE SEAL)

IN THE PRESENCE OF:

INSURANCE COMPANY:

BY: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.

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 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.

Exterior Repaint Specification for Highland Gardens

A Rental Community
331 NE 48th St.
Pompano Beach, FL 33064



Prepared for:

Derrick Morgan
Broward County Housing Authority
Construction Manager
(954)275-6408
dmorgan@bchaf1.org

Prepared by:

Karen Fleisher
The Sherwin-Williams Company
Sales Representative
(954)290-4295
karen.j.fleisher@sherwin.com

Michael J. Normandale
The Sherwin-Williams Company
Commercial-Condo-HOA
Specification Account Executive
(561)345-5564
michael.j.normandale@sherwin.com



March 15, 2019

Derrick Morgan
Broward County Housing Authority
Construction Manager
(954)275-6408
dmorgan@bchaf1.org

Dear Derrick,

Thank you for considering Sherwin-Williams products for your project.

On March 15th, 2019, I had the opportunity to walk the Highland Gardens apartment community. The building to be repainted has been examined and a specification that best suits this project has been created.

Please note that all masonry finish coats specified within have been tested for and have passed the ASTM D6904-03 wind driven rain test.

Upon completion of the entire project, and adherence to the provided specifications, the owner will receive a 10-year labor & material warranty from Sherwin-Williams on all properly prepared exterior vertical masonry surfaces. Sherwin-Williams will also present a document of the facility's colors, products used and location of original purchases for maintenance and re-orders.

Thank you for selecting the Sherwin-Williams Paint Company for this project. We appreciate your confidence in our products and their performance in the field. If I may be of any assistance in this or any other matter, I await your request.

Respectfully,

Michael J. Normandale

(561)345-5564
michael.j.normandale@sherwin.com



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Project Scope

Inclusions: One 3 story building, & monument entry

- The contractor is to pressure clean the exterior surfaces to be painted. (see Pressure Washing Surface Preparation)
- Seal all exterior surfaces to be painted (see Coatings Schedule)
- **(Sealants) Fully remove & replace ruptured sealants as necessary** (see Caulks & Sealants)
- Masonry
 - Exterior
 - Shear walls
 - Parapet walls
 - Roof structures
 - Porto Cochère (walls, columns, ceiling, parapet)
 - Monument walls & cap
 - Privacy wall
 - AC enclosure walls
 - Faux rear patio floor
 - Interior (exposed to atmosphere not UV)
 - Corridor walls & ceilings
 - Storage rooms (walls & ceilings)
 - Washrooms (walls & ceilings)
 - Electrical rooms (walls & ceilings)
 - Garbage room (walls & ceilings)
 - Stairwell interior (walls & ceilings)
 - Stairwell risers & treads
- Metal
 - Service doors & frames (exterior only)
 - Unit entry doors & frames
 - Atrium gate
 - Fire extinguisher boxes
 - Previously painted elevator doors (exclude frames)
 - Bollards
 - Stairwell railings
 - Previously painted storefront type frames
 - Vents
- Wood
 - Interior baseboards
- Misc.
 - Interior & exterior previously painted conduit & service panels
- Choice of color may determine how many coats will be required to cover existing colors to be painted.

Exclusions

- Light fixtures
- Secondary elevator doors & frames
- Main elevator frames
- Raw aluminum downspouts
- Electrical rooms, garbage room, washroom, & storage room floors.
- Storefront metal entries

Options:

- Community room
- Window frames (exterior)
- Restroom interiors
- Screen enclosure frames

The work will consist of all preparation, painting, finishing work and related items necessary to complete work described in these specifications and listed in the remaining pages included within this specification.



This document serves as a recommendation based on the condition of the property as developed in conjunction with the owners or the owner's representative. It serves as a resource and standardization for contractors to bid the project and is in no way a contract agreement. It is ultimately the responsibility of the contractors involved to satisfy the contract agreement. The owners may change the scope and materials after this document has been drafted. The final agreement/contract is between the general contractor/painting contractor/ and the property owner or the owner's representative. Sherwin-Williams recommendations strictly follow the technical data guidelines for the products specified.



Contractor shall strictly adhere to all applicable federal, state and local regulations associated with proper lead-safe work renovation, repair and painting practices and procedures. State and local regulations may be stricter than those set under the federal regulations. The federal practices and procedures are detailed in EPA's Lead Renovation, Repair and Painting Program Regulations Rule (RRP) 40 CFR Part 745, Subpart E, and as amended. Specifics associated with the RRP Rule pertaining to "Firm Certification", individual "Certified Renovator" Certification, pre-work activities (notification & testing), occupant protection / work site preparation measures, safe work / prohibitive work practices, clean-up / cleanup verification / waste disposal / clearance testing (if applicable), record keeping, and worker training criteria can be obtained on EPA's website www.epa.gov/lead .

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children of pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be stricter than those set under the federal RRP Rule.



Coating Schedule

Please note that all masonry finish coats specified within have been tested for and have passed the ASTM D6904-03 wind driven rain test.

Exterior Masonry Surfaces

- A. Prime Coat:** Loxon® "Hot Stucco" Conditioner (A24 Series) (applied 200-320 sq. ft. per gallon)
Loxon® Acrylic Conditioner (LX03x100 series) (applied 200-300 sq. ft. per gallon)
- B. Repairs & Fresh Stucco:** Loxon® Concrete Masonry Primer/Sealer Latex (LX02W50) (applied 5.3-8 mils WFT or 2.1-3.2 DFT)
or
Loxon® Block Surfacer (LX01W200) (applied at 16 mils WFT or 8.8 DFT)
- C. Finish Coat:** Resilience® Exterior Latex Satin (4 mils WFT or 1.6 DFT)

Interior Masonry Surfaces

- A. Prime Coat:** Loxon® "Hot Stucco" Conditioner (A24 Series) (applied 200-320 sq. ft. per gallon)
Loxon® Acrylic Conditioner (LX03x100 series) (applied 200-300 sq. ft. per gallon)
- B. Repairs & Fresh Stucco:** Loxon® Concrete Masonry Primer/Sealer Latex (LX02W50) (applied 5.3-8 mils WFT or 2.1-3.2 DFT)
or
Loxon® Block Surfacer (LX01W200) (applied at 16 mils WFT or 8.8 DFT)
- C. Finish Coat:** Pro Industrial™ Multi-Surface Acrylic (B66-1500, 1550, & 1560 series) (3.75-6.0 WFT or 1.5-2.5 DFT)

Wood Baseboards (Interior)

- A. Prime Coat:** Prime new or bare areas using Exterior Latex Wood Primer (B42W8041) (4 mils WFT or 1.4 mils DFT)
- B. Finish Coat:** Pro Industrial™ Multi-Surface Acrylic (B66-1500, 1550, & 1560 series) (3.75-6.0 WFT or 1.5-2.5 DFT)

Unit Entry Doors

- A. Prime Coat:** Prime new or bare areas using Exterior Latex Wood Primer (B42W8041) (4 mils WFT or 1.2 mils DFT)
- B. Finish Coat:** SnapDry™ Interior/Exterior Waterbased Semi-Gloss (4 mils WFT or 1.44 mils DFT)

Ferrous Metal Railings, Sculpture, Utility Doors & Frames, & Unit Entry Door Frames



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- A. Prime Coat:** Pro Industrial™ Pro-Cryl Universal Metal Primer (B66 Series) (5-10 mils WFT or 2-4 mils DFT)
Kem Kromik® Universal Metal Primer (B50 Series)
- B. Finish Coat:** Pro Industrial™ Multi-Surface Acrylic (B66-1500, 1550, & 1560 series) (3.75-6.0 WFT or 1.5-2.5 DFT)

Ferrous Doors

- A. Prime Coat:** Pro Industrial™ Pro-Cryl Universal Metal Primer (B66 Series) (5-10 mils WFT or 2-4 mils DFT)
Kem Kromik® Universal Metal Primer (B50 Series)
- B. Finish Coat:** SnapDry™ Interior/Exterior Waterbased Semi-Gloss (4 mils WFT or 1.44 mils DFT)

Concrete Stairways

- A. Two Coats:** H&C Heavy Sheild Waterbased Solid Color Concrete & Driveway Enamel/Stain (100-300 sq. ft. per gallon)

Add H&C SharkGrip to each coat of material applied.

Decorative Concrete Patio (rear faux)

- A. Two Finish Coats (solid):** H&C Heavy Sheild™ Waterbased Solid Color Concrete & Driveway Enamel/Stain (100-300 sq. ft. per gallon)
- B. Two Finish Coats (clear):** H&C Clairsheild Oil-Based Concrete Sealer (100-300 sq. ft. per gallon)

Add H&C SharkGrip to each coat of material applied

Visit www.hcconcrete.com for product numbers, PDS, or other H&C product information & technical assistance. You can also call 1(800)867-8246



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Problem Area Pictures/Substrate





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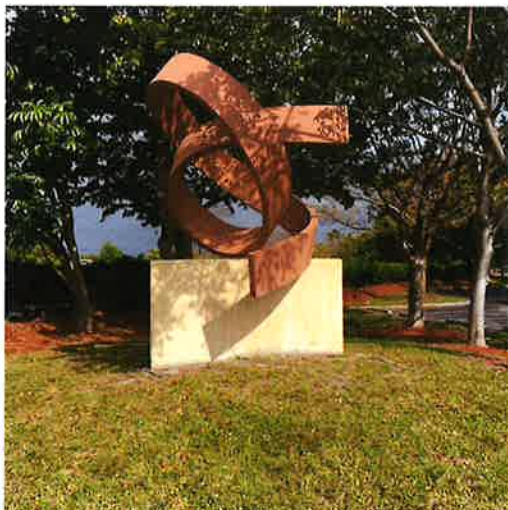
Problem Area Pictures/Substrate





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Problem Area Pictures/Substrate





Crack Repair

Identify all cracks in the existing substrates and repair per manufacturer's recommendation.

- A. For hairline cracks 1/16 inch or less wide — seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured).
- B. For cracks 1/16-3/5 inch, route the crack open to a uniform size by mechanical methods. Clean out crack with water and allow to completely dry. Seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured).
- C. For cracks deeper than 1/2 inch or wider than 1/4inch, backer rods should be used to fill the gap and to eliminate three point adhesions. See data sheet for additional information.

Caulks and Sealants

Execution

- A. Do not begin application of caulk or sealants until substrates have been properly prepared. Notify owner or owner's representative of unsatisfactory conditions before proceeding.
- B. If substrate preparation is the responsibility of another installer, notify owner or owner's representative of unsatisfactory preparation before proceeding.
- C. Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of caulks and sealants will be considered as an acceptance of surface conditions.

Surface Preparation

- A. Clean all joints by removing any foreign matter or contaminants that would impede adhesion of the sealant to the building material. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- B. Porous materials are usually treated by mechanical means and nonporous surfaces by a solvent wipe that is compatible with the building substrate being used. **Note:** For porous surfaces, the use of detergent or soap & water is NOT recommended.
- C. Existing sealants intended to be painted should be tested to assure coatings will fully adhere. Silicone sealants cannot be painted unless tested and approved by Sherwin-Williams and Owner.
- D. Priming: When required, apply a primer. Do NOT allow it to pool or puddle.
- E. Install backup materials as required to ensure that the recommended depth is regulated when using the backup material.
- F. No exterior caulking should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.

Caulk & Sealant Installation

- A. Apply all caulks and sealants with manufacturer specifications in mind.
- B. Do not apply to wet or damp surfaces.



1. Wait at least 30 days before applying to new concrete or masonry, or follow manufacturer's procedures to apply appropriate sealants prior to 30 days.
2. Wait until wood is fully dry after rain or morning fog or dew.

C. Apply sealants using methods recommended by manufacturer.

D. Uniformly apply caulks and sealants without skips, voids or sags. Tool bead to a consistent, smooth surface.

PVC, Plastic, Brick, Stone, Masonry, Marble, Stucco, Cementitious Siding, Vinyl Siding, Wood:

1. Exterior Polyurethane:
Sherwin-Williams Loxon S1

Concrete: Vertical Applications

1. Exterior Polyurethane:
Sherwin-Williams Loxon S1

Concrete: Horizontal Applications

1. Exterior Polyurethane:
Sherwin-Williams: Loxon SL1 One Component Self Leveling for Horizontal Surfaces

Gaps: Window & Door Frames

1. Interior/Exterior Insulating Foam:
Sherwin-Williams STOP GAP! Minimal Expanding Insulating Foam

Gaps: Large Areas

1. Interior/Exterior Insulating Foam:
Sherwin-Williams STOP GAP! Triple Expanding Insulating Foam

Glass: Glazing

1. Exterior Latex:
Sherwin-Williams White Lightning Window & Door Siliconized Acrylic Latex Glazing Compound

Glass: Non-Structural Sealing

1. Exterior:
Sherwin-Williams White Lightning All Purpose Silicone Ultra

Metal: Ferrous and Non-Ferrous

2. Exterior Polyurethane:
Sherwin-Williams Loxon S1 One Component Smooth

EIFS

1. Exterior Polyurethane/Silicone Hybrid:
Sherwin-Williams Loxon H1 One Component Polyurethane/Silicone Hybrid



Contractor Responsibilities

Pre-Bid

It is recommended that a pre-bid meeting be conducted with all interested parties attending. The purpose is to review the general requirements of the project and perform a general inspection. The meeting shall be assigned at the owner's discretion. The time, date, and place are also at the owner's discretion. Sherwin-Williams will also attend the meeting. It is the responsibility of the bidder to fully understand the scope of work and the conditions under which work is to be performed. Failure to attend shall not relieve a bidder from full performance of any contract awarded to the satisfaction of the solicitor. Bidders are strongly recommended to attend.

Scope of Work

Work in general includes surface preparation, surface repair, caulking, sealants, patching and application of the paint coating to the substrates and systems outlined in this specification and approved by owner or owner's agent.

Materials

1. All materials specified are from The Sherwin-Williams Company.
2. All paints shall be delivered to the job site in the original container with the manufacturer's label intact.
3. The paint shall be used and applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. Manufacturer's recommendation for proper surface preparation shall be followed. All data sheets on specified materials are available from your local Sherwin-Williams representative or www.paintdocs.com.
4. All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by the owner, owner's agent, or a Sherwin-Williams representative.

Protection of Substrates Not to be painted

1. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other methods during progress of work. The contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected are windows, brick, surrounding lawn, trees, shrubbery, floor and steps. Upon completion of work, he/she shall remove all paint droppings and over-spray from floors, glass, concrete and other surfaces not specified to be painted.

Minimum Specifications

1. If instructions contained in this specification, bid documents or painting schedule are at variance with the paint manufacturer's instructions or the applicable standard, and codes listed, surfaces shall be prepared and painted to suit the higher standard, as determined by Sherwin-Williams, the customer or management representative.

Resolution of Conflicts

1. Contractor shall be responsible for stopping work and request prompt clarification when instructions are lacking, when conflicts occur in the specifications and/or paint manufacturer's literature, or the procedures specified are not clearly understood. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval by Sherwin-Williams, the customer or customer's representative.



Coordination of Work

1. The general contractor and subcontractor shall be responsible for coordination of his work with the other crafts and contractors working on the same job and with the Management Company or owner.

Safety

1. All pertinent safety regulations shall be adhered to rigidly. In addition, all safety noted on the manufacturer's Product Data Sheets and labels shall be observed. Material Safety Data Sheets and Product Data Sheets are available from your local Sherwin-Williams store or representative or by visiting www.sherwin-williams.com.
2. Verify the existence of lead-based paints on the project. Buildings constructed after 1978 are less likely to contain lead-based paints. If lead-based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting Rule or similar state regulation. Verify that owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings.

Jobsite Visitation

1. The contractor shall be responsible for visiting the jobsite and familiarizing himself with the job and working conditions.
2. All work during application is subject to inspection by the owner or his representative.
3. It will be the paint contractor's responsibility to own and use a wet film thickness gauge to check his application thickness as he proceeds.
4. Contractor and owner have complete responsibility for ensuring that the project specifications are followed, notwithstanding periodic visits to the project by any Sherwin-Williams representative.
5. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval of the owner, agent, or Sherwin-Williams representative.

Surface Preparation

1. Each surface shall be cleaned, scrapped, sanded and prepared as specified. The painting contractor is responsible for the finish of his work. Should any surface be found unsuitable to produce a proper paint or sealant finish, the project representative shall be notified, in writing, and no materials shall be applied until the unsuitable surfaces have been made satisfactory. Commencing of work in a specific area shall be construed as acceptance of surfaces and thereafter as fit and proper to receive finish. Contractor shall be fully responsible for satisfactory work.
2. All deteriorated or delaminated substrates (i.e. wood, hardboard siding, T-111, stucco and masonry surfaces) shall be replaced with new materials. New substrates will be box primed (6 sides) before installation in accordance with specifications. Delaminating substrate is defined as a substrate surface that paint is being applied to lifting or peeling away from the previous coating/s or original substrate/s.
3. All exterior surfaces to be painted shall be pressure cleaned, scrapped to remove all dirt, mildew, peeling paint, chalk and any foreign materials detrimental to the new finish (see Pressure Washing).
4. Thoroughly sand all glossy surfaces to create a profile for paint and/or primer to adhere to.
5. Apply caulks and sealants where appropriate. All existing underperforming caulks or sealants should be removed and replaced with sealant as specified. Allow sealant to cure for specified time in dry weather before paint is



applied. **NOTE:** It is recommended to apply all primers first and then apply sealant before topcoat is applied. See specified sealants section.

6. Knots and pitch streaks shall be scraped, sanded and spot primed before full priming coat is applied. All nail holes or small openings shall be patched after priming coat is applied. Any wood that is rotten, cracked, delaminated or water damaged should be replaced. Any loose or peeling paint should be removed by sanding and scraping. All hard, glossy surfaces should be sanded down to create a profile for new paint to adhere. Fill nail holes, imperfections and cracks with putty (color to match primer). Edges, corners and raised grain shall be prepared by sanding. Apply sealants to all joints between wood items with a specified sealant.
7. All masonry surfaces should be scrapped and cleaned to remove all peeling paint, delaminated surfaces or substrates, chalk, dirt, stains, efflorescence and other surface contaminants. These areas shall be pressure washed and scrubbed with a cleaner/degreaser solution. After cleaning if there is still chalk evident this should be brought to the owner's attention in writing before any further work is done. Use an industry accepted patch or filler to assure a visually aesthetic finished substrate. Any masonry surface should be toughly tested to assure the surface pH levels are within accepted range of coating/s to be applied.
8. Brick must be free of dirt, loose or peeling paint, loose and excess mortar, delaminating layers of the brick, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner. Any areas of breakage shall be patched and dried using specified Sherwin-Williams patching compound in accordance with Product Data Sheet instructions before coatings are applied.
9. All galvanized gutters and flashing should be thoroughly cleaned and sanded to remove loose and peeling paint. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.
10. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with wire brush attachment. Any rust spots or bare metal should receive the specified prime coat. Any hard, glossy surfaces should be sanded or dulled. Previously painted hand rails in sound condition should be washed down with a strong degreasing cleaner such as Krud Kutter, M-1 House Wash or Simple Green.
11. All vinyl siding should be clean thoroughly by scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color, unless the product and color are designed for such use. Painting with darker colors may cause siding to warp.
12. Cement Composition Siding/Panel/Fiber Cement Sidings: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be 12 or less, unless the products are designed to be applied to high pH substrates.
13. EIFS: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Remove and replace any peeling or delaminating surfaces. Replace EIFS to manufactures recommendation.

Moisture

All areas that could cause paint failure due to moisture should be addressed and eliminated. This would include but is not limited to:

1. Gutters and downspouts not working properly.
2. Previous coats of paint not adhering properly.
3. Wood checking (cracks and splits in wood).
4. Deteriorated caulking or sealant.
5. Gaps between substrates.
6. Rotten wood.
7. Areas affected by water splashing.



8. Painting in inclement weather.
9. Painting an un-dry substrate.
10. Un-caulked nail holes.

Pressure Washing & Surface Preparation

1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale and loose paint by water at pressures of 2500-3000 p.s.i. Power tool clean per SSPC-SP3 to remove loose rust and mill scale. Hand tool clean per SSPC-SP2 and sand all glossy surfaces to promote adhesion.
2. Remove mildew per the following:
 - a. Tools: Stiff brush, garden pump sprayer or chemical injector power washer method.
 - b. Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

Application

1. Contractor shall be responsible for notification of owner's representative before beginning work if conditions substantially exceed Scope of Work.
2. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other method during progress of the work. Upon completion of work, he/she shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of work in a clean, orderly, and acceptable condition.
3. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.
4. Cover all electrical panel box covers and doors before painting walls. Omit if covers have been previously painted.
5. Materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple. The finished paint film should be a consistent color and sheen to provide a uniform appearance.
6. All coats shall be dry to manufacturer's instructions before applying additional coats.
7. Any masonry surface with an elevated pH level or "hot spots" shall be sealed with a suitable primer/sealer prior to application of finish coat. High pH is considered at a level of 12 pH or greater.
8. When spray painting is specified, contractor shall finish 100 square feet by spraying a sample of finish upon request of owner. This shall be finished with materials specified and shall be called a Pilot Wall.
9. Exterior doors with paintable tops, bottoms, and side edges should be painted or sealed using the Door Manufacturer's paint specification and recommendations.
10. Building by building inspections will be made by the owner or his representative. If requested, a Sherwin-Williams representative may participate in these visits for technical consultation.
11. All repairs, replacements and applications are to meet or exceed all manufacturers' and attached specifications.



12. Elastomeric coatings shall not be applied directly over pre-existing elastomeric coatings.
13. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless of amount of coats specified).

Workmanship & Application Conditions

1. Keep surface dust, dirt and debris free before, during, and after painting, until paint is cured.
2. Execute work in accordance with label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and Product Data Sheets.
3. All work shall be accomplished by persons with the necessary skill and expertise and qualified to do the work in a competent and professional manner.
4. All shrubbery, outside carpeting and sprinkler systems shall be fully protected against damage during each stage of the painting project.
5. Paint all previously painted surfaces, including, but not limited to: stair systems, light poles and fixtures, pool fence, and underside of balconies. Any potentially hazardous substrate shall be reviewed with owner and owner's agent. All necessary safety precautions must be fully taken to ensure worker's safety.
6. All exterior substrates designated not to receive paint coatings shall be kept free of paint residue, i.e., windows, outdoor carpeting, walkways, etc.
7. Owner shall provide water and electricity from existing facilities.
8. Normal safety and "wet paint" signs, necessary lighting and temporary roping off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.
9. A progress schedule shall be furnished by the contractor to the owner for approval and shall be based on the contract completion date. Contractor shall advise the owner of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the owner to prepare for the work, advise residents, move vehicles, etc.
10. Do not paint over any code required labels or any equipment identification, performance rating, name or nomenclature plates.
11. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless of amount of coats specified).

Weather

1. All materials are to be applied in accordance with the product data page in regards to weather conditions. Stop exterior work early enough in the day to permit paint film to set up before condensation caused by night temperature drops occurs.
2. Do not begin painting until surfaces are moisture free.



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Color Schedule

1. To be approved by owners.
2. The owner and project coordinator should be aware that certain colors, especially darker tones, fade more rapidly than other colors, regardless of the product manufacturer, product type, or substrate to which the product is applied. It is advisable for the owner, project coordinator, and/or person responsible for color selection to consult with Sherwin-Williams early in the planning stage to assure the most durable combination of tinting formulation is used to achieve the desired color. Additionally, color selection affects the hiding ability of the finish coats.

Custodian

1. Upon conclusion of the project, the Contractor or paint manufacture/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.



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<https://www.sherwin-williams.com/homeowners/color/try-on-colors/colorsnap-mobile>

This specification has been written for the purpose of identifying the products and procedures to be followed based upon the scope of work herein defined. A preliminary visual inspection was performed prior to writing these specifications. However, the inspection and these specifications do not necessarily encompass certain preexisting conditions and/or inherent problems that may exist in the building structure. These conditions may be, but are not limited to: faulty roof or window structures, stucco and/or masonry degradation, loose railing stanchions and/or any other existing conditions which may directly or indirectly affect the adhesion and performance of any newly applied coating system. Therefore, it may be necessary to solicit the expertise of an engineer to determine any additional remedies to be implemented in conjunction with these specifications.

Specifications or label directions should be thoroughly understood and followed to comply with all warranty requirements. Any deviation from this specification, product label directions, or product data pages without consent from the appropriate management of Sherwin-Williams may result in the voiding of all warranties. The contractor will be solely responsible for all warranty claims made on any warranty that has been found void.

*This specification has been prepared for your project by
The Sherwin-Williams Company*



5 EASY STEPS TO A GREAT EXTERIOR FINISH FOR YOUR MULTI-FAMILY PROPERTY

Keeping your communities looking fresh is an investment that pays off by helping you attract and retain residents. Count on Sherwin-Williams to deliver all the high-quality solutions to minimize costs, achieve long-term value and enhance your net operating income (NOI) – All in 5 easy steps.

#1 ASK YOUR SHERWIN-WILLIAMS REPRESENTATIVE TO SURVEY YOUR EXTERIOR. They will identify the surface prep needed and write a paint specification. This specification will detail the correct paint system to use to meet your performance expectations, timeline and budget.



#2 PHOTO IMAGING SERVICE – you'll be shown a range of color combinations to help you select the most appealing color scheme for your community. Ask your Sherwin-Williams representative.



#3 HIRE AN EXPERIENCED PAINTING CONTRACTOR who can do the work specified.



#4 As the work is underway, your Sherwin-Williams representative can visit the project frequently to **ENSURE THAT THE JOB RUNS SMOOTHLY.**



#5 Once your project is complete, your representative can provide a **CUSTODIAN REPORT** detailing all of your products and colors for easy future maintenance.





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SITE VISIT SUMMARY

Property/Project: City/State:

Painting Contractor:

SW Rep Name & Territory:

Servicing Store:

Warranty Years:

Warranty Type: Material / Labor & Material

Waterproofing Warranty: Y / N

Project Stage: Preparation / Priming / Painting / Final Walkthrough

Date of Visit:

Weather Conditions:

Field Observations (Preparation, Priming, and Finishing Notes):

pH - 1. _____ 2. _____ 3. _____ 4. _____

Area(s) that were pH tested:

Wet Mills Applied During Visit - 1. _____ 2. _____ 3. _____ 4. _____

Area(s) that mills were recorded from:

Additional Notes:



ATTACHMENT L



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 L

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)