



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER IFB 17-253
INVITATION FOR BID**

FLOORING INSTALLATION SERVICES

DATE OF ISSUE: JUNE 15, 2017

PRE-BID MEETING: JUNE 29, 2017, 10 AM, EST

BID DUE DATE: JULY 20, 2:00 PM, EST

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

**CONTACT: ANTHONY J. CARIVEAU, MPA, CPPO, CPPB, FCCN
PURCHASING DIRECTOR
BROWARD COUNTY HOUSING AUTHORITY
4780 NORTH STATE ROAD 7
LAUDERDALE LAKES, FL 33319
TELEPHONE: 954-739-1114, EXTENSION 1316
E-MAIL: acariveau@bchaf1.org**

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1. Introduction

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

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

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

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

2. Solicitation Background and Anticipated Schedule

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

This solicitation is subject to the BCHA Procurement Policy, as revised September 18, 2013, a copy of which will be provided upon request.

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	June 15, 2017
Site Visits	N/A
Pre-Bid Meeting	June 29, 2017 10:00 AM EST
Deadline for Receipt of Questions via E-Mail	July 5, 2017 2:00 PM EST
Date of Addendum for Response to Questions	July 11, 2017 4:00 PM EST
Deadline for Bid Submissions	July 20, 2017 2:00 PM EST
Public Bid Opening	July 20, 2017 2:05 PM EST
Approval by Board of Commissioners	August July 19, 2017

3. **Reservation of Rights**

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

- 3.1 BCHA reserves the right not to award a contract pursuant to this solicitation.
- 3.2 BCHA reserves the right to award separate agreements based on criteria that BCHA determines to be appropriate. As the best interest of the BCHA may require, the right is reserved to make award(s) by individual item, group of items, all or none or any combination thereof.
- 3.3 BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten (10) days written notice to the successful contractor (s).
- 3.4 BCHA reserves the right to determine the days, hours, and locations that the successful contractor (s) shall provide the services called for in this solicitation.
- 3.5 BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of **ninety (90)** days subsequent to the deadline for receiving bids without the written consent of the Contracting Officer.
- 3.6 BCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to:
 - incomplete responses and/or responses offering alternate or non-requested services,
 - failure to use BCHA provided forms, or
 - failure of the bidder to check for addenda or corrections and adhere to any revised requirements.
- 3.7 BCHA shall have no obligation to compensate any bidder for any costs incurred in preparing the response to this solicitation.
- 3.8 In the event of legal action BCHA will not waive trial by jury.
- 3.9 BCHA at its sole discretion will select a venue for any legal proceedings arising from this contract.
- 3.10 This invitation to bid and any subsequent contract supersedes any other agreement with contractor/vendor.

4. Scope of Work

- 4.1 **General Requirements:** The Broward County Housing Authority (BCHA) as a 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 Flooring Installation Services on an “as needed” basis at residential apartment complexes located throughout Broward County, Florida. BCHA has approximately twenty (20) units slated for annual floor renovation/upgrade. However, no guarantee is expressed or implied as to the total quantity of units to be available annually for floor renovation under this solicitation.
- 4.2 The initial contract period shall start on date of award and shall terminate one (1) year from that date. The Contractor will complete delivery and BCHA will receive delivery on any orders submitted to the contractor prior to the date of expiration.
- 4.3 All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.
- 4.4 BCHA may renew this contract for four (4), one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the BCHA. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of contract.
- 4.5 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The BCHA reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual BCHA sites and release partial quantities or issue instructions for use of Direct Purchase Orders by various BCHA sites, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by BCHA, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed in writing.
- 4.6 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.**
- 4.7 The awarded contractor shall commence work within three (3) day following the issuance of purchase order with an expected completion of 5 days. All work shall be performed according to the best standards of workmanship and meet the latest requirements of the South Florida Building Code and National Electric Code, as well as adhering to all national, state, county and municipal codes, guidelines and regulations.

4.8 Service and Acceptance

- 4.8.1 Service time shall be computed in calendar days from the issuance date of the purchase order. Although, actual requested date or number of calendar days for service may be specified. Contractor shall state on the Bid Sheet (Attachment E) the number of calendar days required to complete installation after issuance of purchase order or request for services.
- 4.8.2 However, in such cases where service is an emergency, a replacement, or overdue, the convenience of BCHA shall govern. If, in calculating the number of calendar days from the order date, the service date falls on a Saturday, Sunday or holiday, service shall be completed not later than the next business day.
- 4.8.3 Service is to commence within three (3) calendar days after receipt of purchase order. Contractor who cannot meet service requirements may be considered non-responsive.

4.9 Specifications

- 4.9.1 The following is a summary of the Scope of Work. Contractor will be required to perform all work and furnish all labor, materials and permits including but not limited to the following:
- 4.9.2 Contractor will pre-measure unit to verify amount of carpet and/or tile needed to complete the job.
- 4.9.3 Contractor will remove and haul away existing carpet, pad (if applicable), metal strips, tile (if applicable), tack strip and vinyl molding. Existing carpet may be glued down and may require floor prep.
- 4.9.4 Carpet: Mohawk Aladdin; Style 1590 Endless Color; Color: #732 River's Edge; Content: Pre-dye Filament 90% Olefin 10% Nylon, Fabric: Level Loop, or equal. **This carpet is specified for comparison only.** Contractor must demonstrate the product is equal. Alternates of the same or greater specifications may be acceptable. Contractor must provide sample book indicating specifications and warranty for alternate carpet bid. Contractor's name must be on all samples provided. Carpet may be installed in bedrooms, if required.
- 4.9.5 Padding: Mohawk Aladdin 28oz, P280 Right Step pad or equal. **This pad is specified for comparison only.** Contractor must demonstrate the product is equal. Alternates of the same or greater specifications may be acceptable. Contractor must provide sample of padding bid, including specifications and warranty. Contractor's name must be on all samples provided.

- 4.9.6 Ceramic Tile: DCH 18X18 inch Glazed Porcelain Tile; or an approved equal consistent with the following technical data: Water Absorption ASTM C373 < 0.5%; Breaking Strength ASTM C648 > 250 lbs.; Scratch Hardness MOHS = 8.5; Chemical Resistance ASTM C650 - Resistant; COF (wet/dry) ASTM C1028 > 0.60 / 0.70; Abrasion Resistance ASTM C1027 = Class 4 (Commercial). Contractor must demonstrate that the product is equal. All setting materials must be included in the price quoted. Tile shall not be installed over existing tile. Floor prep will be necessary prior to the installation of the new tile. Tile will be installed in entry areas (door sweeps), dining areas, kitchens, hallways, and closets.
- 4.9.7 Baseboard: Contractor will install new 5 1/4" wood baseboards throughout all tiled areas.
- 4.9.8 All upper floors shall have underlayment installed as per manufacturer's specification to meet the Florida Code for sound suppression requirement.
- 4.9.9 Contractor will schedule job directly with the Regional Manager. Contractor will be held responsible for completing the job as scheduled. Change in schedule is permitted only for circumstances out of Contractor's control, such as weather conditions. Regional Manager must be notified when schedule change cannot be avoided and is imminent.
- 4.9.10 Unit must be left clean and free of debris.
- 4.9.11 Contractor will perform tasks specified within Scope of Works below at locations below:

#	Location	Site Contact	# of Units	Size of Units	Unit Breakdown	Building Description	# of Buildings
1	Highland Gardens 331 NE 48th St Deerfield Beach, FL 33064	Curvis Jackson Tel: 954-325-3692 Fax: 954-571-7825	13	631 sq.ft.	1/BR	3 Story Mid-Rise	1
2	Griffin Gardens 4881 Griffin Rd Davie, FL 33314	Lance Brown Tel: 954-497-4577 Fax: 954-321-1351	5	1/BR 617 sq.ft 2 BR 830 sq.ft	90 - 1/BR 10 - 2/BR	4 Story Hi-Rise	1
3	Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	Lance Brown Tel: 954-497-4577 Fax: 954-714-3203	3	2/BR 734 sq.ft. 3 BR 909 sq.ft	12 - 2/BR 12 - 3/BR	2 Story Town Houses	12
4	Everglades Heights 2400 NW 22nd St Fort Lauderdale, FL 33311	Lance Brown Tel: 954-497-4581 Fax: 954-714-3203	18	2/BR 711 sq. ft 3BR 1055sq.ft	45 - 2/BR 8 - 3/BR	2 Story Walk-Up Apartments	7

5	Park Ridge Court 5200 NE 5th Ter Deerfield Beach, FL 33064	Curvis Jackson Tel: 954-325-3692 Fax: 954-571-7825	3	911 sq.ft.	3/ BR	Single Story Duplexes	20
6	Meyers Estates 2411 NW 7th St Fort Lauderdale, FL 33311	Curvis Jackson Tel: 954-497-4577 Fax: 954-714-3203	8	911 sq.ft.	3 - 2/BR 47 - 3/BR	2 Story Walk- Up Apartments	9
7	College Gardens 1555 SW 12 th Avenue Dania Beach, FL 33304	Lance Brown Tel: 954-497-3736 Fax: 954-920-0574	3	2/BR 929 sq.ft. 3/BR 1120sq.ft.	40 – 2/BR 24 – 3/BR	2 Story Walk- Up Apartments	8
Total			53				58

4.10 “Or Approved Equal” Specifications

- 4.10.1 Any and all references to brand names and numbers in this solicitation are strictly for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition, unless otherwise specified.
- 4.10.2 All offers on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the offer clearly describes the article being offered and states how it differs from the referenced brands. Unless the contractor specifies otherwise, it shall be understood by BCHA that the contractor is offering a referenced brand item as specified in the solicitation.
- 4.10.3 If items requested have quality guidelines of brand name or equal; the items offered must be equal to or better than the brands or model numbers specified as determined by BCHA.
- 4.10.4 BCHA will determine whether a substitute offer is equivalent to and whether it meets the standards of quality indicated by the brand name referenced. Substantially equivalent products to those referenced may be considered for award.
- 4.10.5 BCHA may require contractors offering a substitute product to supply additional descriptive material as well as samples.
- 4.10.6 “Or Equal” submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use.

4.11 Contractor’s Responsibility

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.

- 4.11.1 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.
- 4.11.2 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.
- 4.11.3 Contractor shall fully complete the work within 5 days from the issue date of the purchase order. No grace period shall be honored unless previously established and written authorization is granted by the purchasing director.
- 4.11.4 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.
- 4.11.5 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.
- 4.11.6 Warranty: Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased for use under this contract.
- 4.11.7 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.
- 4.11.8 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 Regional Manager or Contact Person.
- 4.11.9 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.
- 4.11.10 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.

- 4.11.11 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.
- 4.11.12 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.
- 4.11.13 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.
- 4.11.14 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.
- 4.11.15 Smoking is **NOT** permitted in any BCHA residential unit or facility.
- 4.11.16 Contractor shall be responsible for informing their workmen that under no circumstances are they permitted to accept food or drink from any tenant.
- 4.11.17 Contractor shall perform work Monday through Friday from 8:30 a.m. until 5:00 p.m. However, additional work hours may become available at some sites. The successful vendor (s) will address this with the Property Managers as necessary.
- 4.11.18 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.
- 4.11.19 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.
- 4.11.20 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.

- 4.11.21 The contractor shall submit properly identified products data and shop drawings (if and when required) prior to commencing work.
- 4.11.22 Contractor shall notify the Project Manager and Regional 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 Purchase Order (PO) and the permit are issued.
- 4.11.23 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.
- 4.11.24 Some notes may overlap; should any note be in conflict, the strictest shall prevail.

4.12 **BCHA’s Responsibilities**

- 4.12.1 BCHA will provide documents needed for the contractor to obtain work permits, if required.
- 4.12.2 BCHA will bear no responsibility for damage to contractor’s equipment regardless of circumstances.
- 4.12.3 BCHA may provide contractor with a designated storage area, if available **such storage is only for the duration of the contract and at the contractor’s own risk.**
- 4.12.4 BCHA will provide contractor’s employees with access to restroom facilities during our regular business hours 8:30 AM to 5:00 PM Monday through Friday.

5. **Response**

5.1 **Licensing and Insurance Requirements**

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

- 5.1.1 A copy of the bidder's business license allowing the bidder to provide such services within Broward County, Florida;
- 5.1.2 If applicable, a copy of the bidder's license issued by the State of Florida licensing authority allowing the bidder to provide the services detailed herein;
- 5.1.3 The successful bidder agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the contract the following insurance coverage, limits, including endorsements described herein.
- 5.1.4 Bidder agrees to provide an original certificate evidencing the bidder's current worker's compensation carrier and coverage amount. Elective exemptions or coverage through an employee leasing arrangement will **NOT** satisfy this requirement.
- 5.1.5 An original certificate evidencing Commercial General Liability coverage, naming BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy, evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000 with a deductible of not greater than \$1,000. Bidder agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. Coverage must also include premises and/or Operations Coverage.
- 5.1.6 Bidder agrees to provide an original certificate showing the bidder's vehicle insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of vehicle insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000; each must be furnished with the bidder's response.
- 5.1.7 Bidder agrees to provide BCHA with certificate(s) of insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect.
- 5.1.8 The requirements contained herein, as well as BCHA's review or acceptance shall not in any manner limit or qualify the liabilities or obligations assumed by the successful bidder under this agreement.
- 5.1.9 Bidder agrees, and hereby authorizes its insurers, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to events such as cancellation, non-renewal,

reduction in coverage, or receipt of claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage.

5.1.10 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverage and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BCHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

5.2 Bid Guaranty (Bid Bond)

Not Applicable

5.3 Proposed Services (Attachment C)

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

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

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

5.4 Client References (Attachment D)

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

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

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

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

5.5 Site Visits

Permissible but not required

5.6 Pre-Bid Meeting

The scheduled pre-bid meeting is not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-bid meeting. Typically, such meetings last one hour or less, though such is not guaranteed. The purpose of this meeting is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference BCHA will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though BCHA may require that 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.**

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

5.7 Bid Submission

All bid responses submitted pursuant to this solicitation shall be formatted in accordance with the sequence noted following. Each category 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://portal.hud.gov/hudportal/documents/huddoc?id=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 5.3 above.
5	Client References: Attachment D of this solicitation document. See Section 5.4 above.
6	Fee Information: Attachment E of this solicitation document. See Section 4 above.

5.7.1 It is preferable and recommended that the response be bound in such a manner that BCHA can, if needed, remove the binding to make copies then return the response to its original condition. BCHA suggests that either comb type binding or three ring binding be used.

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

5.7.3 **The bidder shall submit one (1) original signature copy (marked “ORIGINAL”) and one (1) exact copy.** They shall be placed **unfolded** in a sealed package and addressed to:

**Broward County Housing Authority
Attn: Anthony Cariveau, Purchasing Director
4780 North State Road 7
Lauderdale Lakes, FL 33319**

5.8 Submission Responsibilities

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

5.8.1 Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if such additional marks, notations, or requirements are entered on any of the documents submitted, such may invalidate that response.

5.8.2 Bidders shall address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet of this document. Bidders shall not make inquiry or communicate with any other BCHA staff member or official, including the Audit Committee and the Board of Commissioners, pertaining to this solicitation. Failure to comply with this requirement may be cause for BCHA to disqualify from consideration a response submitted by the bidder doing so.

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

5.9 Compliance with Law

While conducting business with BCHA, Vendor shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements, applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and shall provide for such compliance in the contract documents as required. It is the policy of BCHA that all vendors that conduct business with BCHA must be authorized and/or licensed to do

business in Florida. Vendor is responsible for contacting their local city and county authorities and the State of Florida to ensure that Vendor has complied with all laws and is authorized and/or licensed to do business in Florida. All applicable fees associated therewith are the responsibility of Vendor.

- 5.10 Bidders are subject to *Instructions to Bidders for Contracts, Public and Indian Housing Programs*, HUD Form 5369, at <https://portal.hud.gov/hudportal/documents/huddoc?id=5369.pdf>.
- 5.11 Bidders are subject to *General Conditions for Construction Contracts - Public Housing Programs*, HUD Form 5370, at <https://www.hud.gov/offices/cpo/forms/hud5370.pdf>
- 5.12 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.
- 5.13 Bidders are subject to *Maintenance Wage Rate Determination for Routine Maintenance*, HUD General Decision Number: FL170099, included as an attachment to this solicitation document, for work classifications of 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.
- 5.14 **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.

- 5.14.1 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.

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

5.15 **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.

5.16 **Responsible Evaluation**

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

5.16.1 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.

5.16.2 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.

5.17 Notices

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

Anthony J. Cariveau, Purchasing Director
Broward County Housing Authority
4780 N State Road 7
Lauderdale Lakes, FL 33319

5.18 Protest

Any actual or prospective Vendor may protest the solicitation or award of a contract for serious violations of the principles of the BCHA Procurement Policy. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within five (5) calendar days after the notice of award is posted on BCHA's website, or the protest will not be considered. All bid protests shall be in writing, submitted to the Purchasing Director or designee, who shall issue a written decision on the matter. The Purchasing Director may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

5.19 Appeals and Remedies

If a protestor is not satisfied with the decision of the Purchasing Director, 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 Purchasing Director's written decision is released. The written documentation is to include language that details how the written decision of the Purchasing Director is in error. The decision of BCHA's CEO shall be final, and no further appeal shall be authorized within the Broward County Authority.

5.20 Public Access to Procurement Record

5.20.1 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:

- 5.20.1.1 Keep and maintain public records required by BCHA in order to perform the service;
- 5.20.1.2 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.
- 5.20.1.3 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;

- 5.20.1.4 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.
- 5.20.1.5 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.
- 5.20.1.6 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
4780 North State Road 7
Lauderdale Lakes, FL 33319
(954) 739-1114 ext. 2316
PUBLICRECORDS@bchaf1.org

5.21 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.**

5.22 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.

6. Basis for Award

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

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

6.2 BCHA Authorized Procurement Authority

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

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

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

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

6.4 Contract Document

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

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

6.5 Contract Terms and Conditions

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

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

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER IFB 17-253
Flooring Installation Services**

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 http://www.hud.gov/offices/cpo/forms/hud5369a.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.

**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 17-253
Flooring Installation Services**

PROFILE OF FIRM FORM – ATTACHMENT B
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1. Proposer Information

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

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

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

4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner or Officer of BCHAs?
 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. 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 BCHAs or any person interested in the proposed contract; and that all statements in said proposal are true.

Continue on next page.

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	NOT APPLICABLE (N/A)
Vehicle Insurance Carrier, Policy Number, and Expiration Date	

7. Copies of license and insurance certificates should be submitted with the proposal, or must be submitted within three (3) working days of the BCHA's request.

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER IFB 17-253
Flooring Installation Services

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.

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 17-253: Flooring Installation Service.

This is 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. This contract is for ___ years, expiring on ___; with ___ four (4) one (1) year renewal option periods.

Article II - Contract Price: The PHA shall pay the Contractor for the performance of the contract, in current funds, subject to additions and deductions as provided for in the specifications, the sum of 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 17-253
- c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- d) Licenses
- e) Board Resolution Number ___
- f) HUD Maintenance Wage Rate Determination

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

ATTACHMENT G

General Decision Number: FL170099 01/06/2017 FL99

Superseded General Decision Number: FL20160099

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 \$10.20 for calendar year 2017 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/06/2017

ELEC0728-002 03/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	10.85

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

ATTACHMENT G

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 10/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....\$ 24.21	24.21	8.28

LABO1652-002 06/01/2013

	Rates	Fringes
LABORERS Common or General.....\$ 14.50	14.50	4.92
Plaster Tender.....\$ 15.00	15.00	4.92

PAIN0365-005 08/01/2014

	Rates	Fringes
PAINTER, Includes Brush, Roller and Spray (Excludes Drywall Finishing/Taping).....\$ 15.75	15.75	7.88

SFFL0821-003 07/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 27.38	27.38	15.37

SHEE0032-007 12/01/2013

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

SUFL2009-095 06/08/2009

	Rates	Fringes
BRICKLAYER.....\$ 20.00	20.00	0.00
CARPENTER, Includes Cabinet Installation (Excludes		

ATTACHMENT G

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

ATTACHMENT G

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

ATTACHMENT G

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

ATTACHMENT G

- * 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.

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END OF GENERAL DECISION

