



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER IFB 22-314
INVITATION FOR BID**

FLOORING INSTALLATION SERVICES

| Anticipated Schedule | Date (and Time) |
|---|------------------------------------|
| IFB Published | July 7, 2022 |
| Site Visits | N/A |
| Pre-Bid Meeting | N/A |
| Deadline for Receipt of Questions via E-Mail | July 18, 2022 @ 9:30 AM EST |
| Date of Addendum for Response to Questions | July 20, 2022 |
| Deadline for Bid Submissions | July 27, 2022 @ 9:30 AM EST |
| Public Bid Opening | July 27, 2022 @ 10:00 AM EST |
| Approval by Board of Commissioners | August 16, 2022 |

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

**CONTACT: JOE RICARDO
PROCUREMENT MANAGER
BROWARD COUNTY HOUSING AUTHORITY
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LAUDERDALE LAKES, FL 33319
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1. Introduction

- 1.1. 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.
- 1.2. 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.
- 1.3. The United States Department of Housing and Urban Development ("HUD"), a federal agency, partially funds and monitors operations of the BCHA. Nothing contained in this IFB or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful Bidder and HUD.
- 1.4. 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

- 2.1. 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.
- 2.2. This solicitation is subject to the BCHA Procurement Policy, as revised April 21, 2020, a copy of which is available at <https://bchafl.org>.
- 2.3. Every effort will be made to maintain the schedule. However, all dates are subject to change if it is deemed to be in the best interest of BCHA. See cover page for Anticipated Schedule.

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 increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary and to make other changes and modifications consistent with BCHA's policies, and the laws and regulations governing HUD programs.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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 bidder 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.
- 3.11. BCHA at its sole discretion will select a venue for any legal proceedings arising from this contract.
- 3.12. This invitation to bid and any subsequent contract supersedes any other agreement with contractor/vendor.

4. Scope of Work

4.1. General Requirements

- 4.1.1. 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. This is an indefinite quantity contract with no guarantee is expressed or implied as to the total quantity of units to be available annually for floor renovation under this solicitation. Services will be requested on an as-needed basis.

- 4.1.2. 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.
- 4.1.3. 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.
- 4.1.4. 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.**
- 4.1.5. 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.

4.2. Contract Period

- 4.2.1. The initial contract period shall start on date of award and shall terminate two (2) years 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.
- 4.2.2. BCHA may renew this contract for Three (3), 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.
- 4.2.3. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by BCHA.

4.3. Fees and Escalation

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

4.4. Service and Acceptance

4.4.1. 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 H) the number of calendar days required to complete installation after issuance of purchase order or request for services.

4.4.2. 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.

4.4.3. 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.

4.5. Specifications

4.5.1. 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:

4.5.2. Contractor will pre-measure unit to verify amount of carpet and/or tile needed to complete the job.

4.5.3. 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.

4.5.4. 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.

- 4.5.5. 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.
- 4.5.6. Porcelain Tile: DCH 18"X18" or an agreed upon larger tile size of 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.
- 4.5.7. Mosaic Strip: A transition from an existing tile to another of different size or color may be needed at door opening as a transition tile. Door openings are from 24", 30", or 36". Mosaic Strips shall be 24' x 4", 30" x 4", or 36" x 4", as appropriate. 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. Mosaic Strips will be provided by vendor upon request of BCHA.
- 4.5.8. Baseboard: Contractor will install new 5 1/4" wood baseboards throughout all tiled areas.
- 4.5.9. All upper floors shall have underlayment installed as per manufacturer's specification to meet the Florida Code for sound suppression requirement.
- 4.5.10. 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.
- 4.5.11. **All work must meet or exceed the industry required standard of installation. Failure to meet such standard can result in non-payment until corrections are made.**
- 4.5.12. Unit must be left clean and free of debris.
- 4.5.13. Contractor will perform tasks specified within Scope of Works below at locations below, and other locations authorized by BCHA:

| # | 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 | Edith Galloza Tel: 954-847-9567 Fax: 954-581-1221 | 100 | 631 sq. ft. | 1/BR | 3 Story Mid-Rise | 1 |
| 2 | Griffin Gardens 4881 Griffin Rd Davie, FL 33314 | Edith Galloza Tel: 954-847-9567 Fax: 954-581-1221 | 100 | 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 | Edith Galloza Tel: 954-847-9567 Fax: 954-581-1221 | 24 | 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 | Edith Galloza Tel: 954-847-9567 Fax: 954-581-1221 | 53 | 2/BR - 711 sq. ft. 3/BR - 1055 sq. ft. | 45 - 2/BR 8 - 3/BR | 2 Story Walk-Up Apartments | 7 |
| 5 | Roosevelt Glen NW 27 th Lane Ft. Lauderdale, FL. 33311 | Edith Galloza Tel: 954-847-9567 Fax: 954-581-1221 | 9 | 989 sq. ft. | 3/BR | Single Story Houses | 9 |
| 6 | Park Ridge Court 5200 NE 5th Ter Deerfield Beach, FL 33064 | Edith Galloza Tel: 954-847-9567 Fax: 954-581-1221 | 37 | 911 sq. ft. | 3/ BR | Single Story Duplexes | 20 |
| 7 | Meyers Estates 2411 NW 7th St Fort Lauderdale, FL 33311 | Edith Galloza Tel: 954-847-9567 Fax: 954-581-1221 | 50 | 911 sq. ft.. | 3 - 2/BR 47 - 3/BR | 2 Story Walk-Up Apartments | 9 |
| 8 | College Gardens/LES BLG 1555 SW 12 th Avenue Dania Beach, FL 33304 | Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574 | 65 | 2/BR - 929 sq. ft. 3/BR - 1120sq.ft. | 40 - 2/BR 24 - 3/BR | 2 Story Walk-Up Apartments | 9 |

| # | Location | Site Contact | # of Units | Size of Units | Unit Breakdown | Building Description | # of Buildings |
|--------------|--|--|------------|--|----------------------|---|----------------|
| 9 | Manors of Middle River 1716-1416 N Dixie Hwy Ft. Lauderdale, FL 33305 | Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574 | 12 | 2/BR - 1200 sq. ft. 3/BR - 1500 sq. ft. | 8 – 2/BR 4 – 3/BR | Townhomes | 2 |
| 10 | Ocean Drive Estates 101, 105, 111 SE 9 th Ave Pompano Beach, FL 33060 | Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574 | 12 | 775 sq. ft. | 2/BR | Single Story Duplexes | 3 |
| 11 | Twin Oaks - 4350, 4352, 4360, 4370 NW 29 th St Lauderdale Lks, FL 33313 | Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574 | 16 | 750 sq. ft | 1/BR | Single Story Duplexes | 4 |
| 12 | Villas of Pompano Beach 113, 117 SE 11 th Ave Pompano Beach, FL 33060 | Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574 | 8 | 1/BR - 600 sq. ft. 2/BR - 800 sq. ft | 2 – 1/BR 6 – 2/BR | Single Story Duplexes | 2 |
| 13 | Crystal Lake Townhomes 2700 N 24 th Ave Hollywood, FL 33020 | Curvis Jackson Tel: 954-325-3692 Fax: 954-920-0574 | 10 | 2/BR - 1350 sq. ft. 3/BR - 1530 sq. ft. | 4 – 2/BR 6 – 3/BR | Townhomes #’s 1-5 East bldg. #’s 1-5 West bldg. | 2 |
| Total | | | 496 | | | | 81 |

4.6. “Or Approved Equal” Specifications

4.6.1. 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.

4.6.2. 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.

- 4.6.3. 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.
- 4.6.4. 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.
- 4.6.5. BCHA may require contractors offering a substitute product to supply additional descriptive material as well as samples.
- 4.6.6. "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.

4.7. 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.

- 4.7.1. 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.
- 4.7.2. 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.
- 4.7.3. 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.
- 4.7.4. 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.
- 4.7.5. 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.
- 4.7.6. Warranty: Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased for use under this contract.

- 4.7.7. 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.
- 4.7.8. 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.
- 4.7.9. 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.
- 4.7.10. 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.
- 4.7.11. 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.
- 4.7.12. 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.
- 4.7.13. The contractor shall submit properly identified product, data and shop drawings prior to commencing work.
- 4.7.14. 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 Purchase Order (PO) and the permit are issued.
- 4.7.15. 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.
- 4.7.16. Some notes may overlap; should any note be in conflict, the strictest shall prevail.

4.8. Personnel:

- 4.8.1. 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.

- 4.8.2. 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.
- 4.8.3. 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.
- 4.8.4. Each crewmember shall wear an identification card with a photograph or uniform that identifies him or her as a member of the contractor's workforce. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any BCHA site.
- 4.8.5. 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.
- 4.8.6. 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.
- 4.8.7. Smoking is **NOT** permitted in any BCHA residential unit or facility.
- 4.8.8. Contractor shall be responsible for informing their workmen that under no circumstances are they permitted to accept food or drink from any tenant.

4.9. BCHA's Responsibilities

- 4.9.1. BCHA will provide documents needed for the contractor to obtain work permits, if required.
- 4.9.2. BCHA will bear no responsibility for damage to contractor's equipment regardless of circumstances.
- 4.9.3. 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.**
- 4.9.4. 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.

—Remainder of page intentionally left blank—

5. Response

5.1. Minimum Qualifications

- 5.1.1. Bidder must have been actively engaged in the type of business being requested for a **minimum of three (3) years**. This information must be provided in the space provided on Attachment C. Failure to provide this information and/or meet this requirement may result in the bid being deemed non-responsive. Non-responsive bids will not be considered.

5.2. Licensing and Insurance Requirements

- 5.2.1. 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:
 - 5.2.2. A copy of the bidder's business license allowing the bidder to provide such services within Broward County, Florida;
 - 5.2.3. 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;
 - 5.2.4. 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.
 - 5.2.5. 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.
 - 5.2.6. 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.

- 5.2.7. 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.
- 5.2.8. 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.
- 5.2.9. 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.
- 5.2.10. 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.
- 5.2.11. 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.

5.3. **Bid Guaranty (Bid Bond)**

Not Applicable

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 (MSDS) for any hazardous material to be used as described in the Scope of Work section above.

5.5. **Client References (Attachment D)**

- 5.5.1. List the name, addresses, email 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.

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

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

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

6. Site Visits

Not applicable.

7. Pre-Bid Meeting

Not applicable.

8. Bid Submission

8.1. Bid Submission Instructions

8.1.1. All bid responses submitted pursuant to this solicitation shall be formatted in accordance with the sequence noted below.

| Section | Contents |
|---------|---|
| 1 | Attachment A: Bid Submission Form |
| 2 | Attachment B: Profile of Firm Form <i>with</i> : <ul style="list-style-type: none"> • IRS Form W-9, • License(s), and • Insurance Certificates. |
| 3 | Attachment C: Proposed Services: and Material Safety Data Sheet (MSDS). (See Section 5.4 above.) |
| 4 | Attachment D: Client References (See Section 5.5 above.) |
| 5 | Attachment E: HUD-5369-A, Representations, Certifications, and Other Statements of Bidders |
| 6 | Attachment F: Sworn Statement Under Section 287.133 (3) (A), Florida Statutes on Public Entity Crimes |
| 7 | Attachment G: Certification Pursuant to Florida Statute § 287.135 |
| 8 | Attachment H: Bid Sheet |
| | |

8.1.2. All responses shall be submitted electronically through DemandStar at www.demandstar.com by the date specified on the first page of this solicitation document.

8.1.3. In order to submit a Bid electronically through DemandStar, the firm must be registered with DemandStar. The firm's participation on DemandStar is free to parties interested in viewing and downloading documents as well as submitting proposals. Bid documents may be obtained electronically on DemandStar at <https://network.demandstar.com/agencies/florida/broward-county/housingauthority/procurement-opportunities/41951b11-ecf0-4d19-8fc2-778b0dbc5714/> and on Vendor Registry through the following link: <https://vrapp.firmregistry.com/Bids/View/BidsList?buyerId=fa7c46a4-0264-4ed8-a964-aa745868d2ca>

8.1.4. Instructions on the "DemandStar ebid" are attached to this document.

8.1.5. Bidders are requested to submit SEPARATE Adobe PDF files attachments and be marked as follows:

IFB 22-314 – Bid

8.1.6. Limit the size of the digital Bid to no larger than 100 MB for each submission;

8.1.7. Format and enable file submissions for printing in page letter size only;

8.1.8. Follow the attached instructions on "Responding to an Electronic Bid" on DemandStar.

8.1.9. Contact DemandStar support at support@demandstar.com or call technical assistance at (206) 940-0305 in the event of technical difficulties when submitting documents.

8.1.10. BCHA will not be responsible for delays in a firm's submission caused by any occurrence or technical issue.

8.2. Submission Responsibilities

8.2.1. The bidder must ensure that the response is received by the time and date indicated on the first page of this solicitation document. Submissions received after the noted deadline will not be considered. DemandStar shall determine receipt within deadline.

8.2.2. Do not 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.

8.2.3. 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.

8.2.4. 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.

9. Bid Evaluation – Public Bid Opening

9.1. 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.

9.2. 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.

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

10. 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.

11. Responsible Evaluation

11.1. 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.

- 11.2. 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.
- 11.3. 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.

12. Administrative Terms and Conditions

- 12.1. In order to maintain a fair and impartial competitive process, BCHA shall avoid private communication concerning this procurement with prospective Bidders during the entire procurement process. From the issue date of this IFB until the final award is announced, Bidders are not allowed to communicate about this IFB for any reason with any BCHA staff except through the IFB Point of Contact named below, during the Pre-Bid Conference (if any), as otherwise defined in this IFB or as provided by existing work agreement(s). Prohibited communications includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. BCHA reserves the right to reject the Bid of any Bidder violating this provision.
- 12.2. Bidders shall address all communication and correspondence relating to this solicitation to the contact person 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 proper doing so.
- 12.3. All questions shall be submitted via email to the contact person named on the cover sheet of this document. Questions will not be accepted via telephone. Responses to

questions shall be made via form of addenda which will be posted on the BCHA website and on DemandStar.

- 12.4. Unless an answer or information is provided by BCHA in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Bidder.
- 12.5. All questions, requests for information or clarification pertaining to this solicitation must be addressed via email to the contact person listed on the cover page of this solicitation.
- 12.6. Headings and titles herein are for convenience of reference only and shall not be considered on any interpretation of this solicitation.

13. Compliance with Law

- 13.1. 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.
- 13.2. 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>.
- 13.3. Bidders are subject to HUD 5370-C, General Conditions for Non-Construction Contracts, Section I (With or without Maintenance Work), attached here to as Attachment J.
- 13.4. Bidders are subject to HUD 5370-C, General Conditions for Non-Construction Contracts, Section II (With Maintenance Work), attached hereto as Attachment K
- 13.5. Bidders are subject to 24 CFR 75, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3, at <https://www.ecfr.gov/current/title-24/subtitle-A/part-75>. 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.

13.6. 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 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 I** for the Wage Rate Determination currently in effect. Future Wage Rate Determinations will apply and will be provided to the contractor as available.

13.7. **E-Verify**

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

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. BCHA, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. BCHA, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the BCHA for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the BCHA as a result of termination of any contract for a violation of this section.

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

14. Notices

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

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

15. Protest

Any actual or prospective contractor 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 at least seventy-two hours before the due date for receipt of bids or proposals. Any protest against the award of a contract must be received within five (5) calendar days after notice of award (i.e. when notifications are sent or results are posted to BCHA's webpage), or the protest will not be considered. All bid protests shall be in writing submitted to the Procurement Manager or designee who shall issue a written decision on the matter. The Procurement Manager may, at his or her discretion, suspend the procurement pending resolution of the protest if warranted by the facts presented.

Protests shall include, as a minimum, the following information:

- 15.1. Names, addresses and telephone numbers of the protestors;
- 15.2. The solicitation number and project title;
- 15.3. A detailed statement of the basis for the protest;
- 15.4. Supporting evidence or documents to substantiate any arguments; and
- 15.5. The form of relief requested (e.g. reconsideration of their offer).

16. Appeals and Remedies

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

17. Public Access to Procurement Record

17.1. The BCHA is a public agency subjected to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida's Public Records Law. Specifically, the awarded Vendor shall:

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

17.1.2. 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.

17.1.3. 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;

17.1.4. 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.

17.1.5. 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.

17.2. 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@bchafl.org

18. Amendment to Solicitation

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

19. Restrictions

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

20. 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.

21. 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 L**). 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.

22. 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.

23. Contracting Officer ("CO") and Contracting Officer's Designee

23.1. 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.

23.2. 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.

24. Contract Document

- 24.1. BCHA and the successful bidder will execute its standard contract. See **Attachment L** 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.
- 24.2. 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.
- 24.3. All provisions within this solicitation document are included in the terms of the contract by reference.

25. 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.

- 25.1. **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.
- 25.2. **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.
- 25.3. **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.
- 25.4. Prior to award but not as a part of the Bid 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**

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

26. 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.

27. Contract Payment

- 27.1. 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.
- 27.2. A Purchase Order will be issued to the successful bidder after award and after receipt of the documents specified herein.
- 27.3. 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.
- 27.4. 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.
- 27.5. 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.
- 27.6. BCHA will pay the properly completed and authorized invoice within thirty days.
- 27.7. BCHA will pay invoices by check or ACH.

—Remainder of page intentionally left blank—

LAST PAGE OF DOCUMENT

PLEASE SEE ATTACHMENTS LISTED BELOW:

Attachment A: Bid Submission Form

Attachment B: Profile of Firm Form

Attachment C: Proposed Services

Attachment D: Client References

Attachment E: HUD-5369-A, Representations, Certifications, and Other Statements of Bidders

Attachment F: Sworn Statement Under Section 287.133 (3) (A), Florida Statutes on Public Entity Crimes

Attachment G: Certification Pursuant to Florida Statute § 287.135

Attachment H: Bid Sheet

Attachment I: Maintenance Wage Rate Determination for Routine Maintenance, HUD Form 52158

Attachment J: HUD 5370-C, General Conditions for Non-Construction Contracts, Section I (With or without Maintenance Work)

Attachment K: HUD 5370-C, General Conditions for Non-Construction Contracts, Section II (With Maintenance Work)

Attachment L: Form of Contract (Sample)

(Attachment I)

| Maintenance Wage Rate Determination | U.S. Department of Housing and Urban Development Office of Labor Relations | HUD FORM 52158 (04/2005) |
|---|---|--|
| Agency Name: Broward County Housing Authority | | LR 2000 Agency ID No: FL010A Effective Date: October 1, 2021 |
| | | Wage Decision Type: <input checked="checked" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance Expiration Date: September 30, 2023 |
| <p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p><u>/s/ Jennifer A. Dupont, Labor Relations Specialist</u> <u>09/01/2021</u> HUD Labor Relations Date (Name, Title, Signature)</p> | | |
| WORK CLASSIFICATION(S) | HOURLY WAGE RATES | |
| | BASIC WAGE | FRINGE BENEFIT(S) (if any) |
| Maintenance Repair Person Maintenance Assistant Janitor Grounds Worker – unskilled TRADES FOR MAINTENANCE CONTRACTS Elevator Installer/Repairer Electrician Grounds Worker – Unskilled HVAC Mechanic Landscaper/Groundskeeper Painter Plumber Tree Trimmer/Pruner | \$14.81 \$13.28 \$9.37 \$8.56 \$41.95 \$19.24 \$8.68 \$17.83 \$10.95 \$14.57 \$18.76 \$10.95 | No Change <input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial |
| | | FOR HUD USE ONLY LR2000: Log in: IMW- Log out: OMW- |

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

FORM OF CONTRACT

THIS AGREEMENT made this __ day of _____ in the year _____ by and between ____ for a term of two year, expiring on __. 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, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for IFB 22-314HVAC Repair, Installation and Emergency HVAC Services as specified.

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 two (2) years, with three (3) 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) IFB 22-314 Specifications, Terms and Conditions
- 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 - Additional Terms and Conditions:

Notice: Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery or by facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining parties, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and the BCHA designate the following as the respective places for giving of notice:

BCHA:

Chief Executive Officer
4780 N. State Road 7
Lauderdale Lakes, Florida 33319
Telephone: (954) 739-1114
Facsimile: (954) 535-0407

Contractor:

(Name of Contractor)
(Street Address 1)
(City, State Zip)
Telephone: (XXX) XXX-XXXX
Facsimile: (XXX) XXX-XXXX
Attn: (Name)

Independent Contractor: This AGREEMENT does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this AGREEMENT and not a BCHA employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from the BCHA, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This AGREEMENT shall not be construed as creating any joint employment relationship between Contractor and the BCHA. The BCHA will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and overtime premiums.

Binding Authority: Each person signing this AGREEMENT on behalf of either party individually warrants that he or she has full legal power to execute this AGREEMENT on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this AGREEMENT

Headings: Headings herein are for convenience of reference only and shall not be considered on any interpretation of this AGREEMENT.

Governing Law and Venue: This AGREEMENT shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

Severability: If any provision of this AGREEMENT or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this AGREEMENT, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Extent of AGREEMENT: This AGREEMENT and, by incorporation, the RFP and Contractor's response to said RFP as contained in the Appendix represents the entire and integrated agreement between the BCHA and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Conflicting Terms or Language: Where any conflicting terms or language arise between this AGREEMENT and the documents contained in the Appendices, the order of precedence is as follows:

1. The terms and language in IFB 22-314; and
2. The terms and language in Contractor's response to IFB 22-314.

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