



**BUILDING BETTER COMMUNITIES, INC.
REQUEST FOR PROPOSAL (RFP)**

**GENERAL CONTRACTING SERVICES
FOR
TEQUESTA RESERVE**

RFP NUMBER: 23-317

**DATE OF ISSUE: 03/09/2023
PROPOSAL DUE DATE: 05/01/2023, 2:00 PM EST**

**CONTACT: TEISHA PALMER
PROCUREMENT DEPARTMENT
BUILDING BETTER COMMUNITIES, INC.
4780 NORTH STATE ROAD 7
LAUDERDALE LAKES FL 33319
TELEPHONE: 954-739-1114 EXTENSION 1366
E-MAIL: purchasing@bchaf1.org**

EXECUTIVE SUMMARY

Subject: Request for Proposals (RFP) No. 23-317
General Contracting Services for Tequesta Reserve

Key Dates:

RFP Issue Date: March 9, 2023
Deadline for Receipt of Questions: April 3, 2023, 5:00 PM EST
Deadline for Submissions: May 1, 2023, 2:00 PM EST
Best and Final (if needed): June 2, 2023
Effective Date of New Contract: July 3, 2023

1. Building Better Communities, Inc (BBC) is requesting proposals from qualified General Contractors (also referred to as GC, contractor) licensed and bonded in the state of Florida for General Contracting Services. The proposed development, Tequesta Reserve, is a Phase II new construction of an independent +/- 84,000 sq. ft., 6-story building with 76 dwelling units. The existing Phase I apartment building will remain fully occupied during Phase II construction. The property is located at 4881 Griffin Road, Davie, Florida 33314.
2. The selected GC will be responsible for providing certain Pre-Construction Services detailed in this RFP prior to the execution of a Construction Contract with the Owner.
3. Upon execution of a Contract with the Owner, the GC shall provide Construction Services, Close-Out Services and Quality Control Services as detailed in this RFP. The Contract and not this RFP shall contain the complete Scope of Services and list of Deliverables required by the Owner.
4. Prior to execution of Contract (but not as part of proposal submission) the successful applicant will be required to provide BBC with documentation of all applicable licensing and insurance coverages detailed in section G.
5. A Bid Bond or approved form of payment in lieu of a Bid Bond is required with the submittal of a proposal. See section H for details.
6. Performance and Payment Bonds or an approved alternate form of security will be required by the Owner prior to the execution of the contract and issuance of the Notice to Proceed. See section H for details.

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7. The Term of the Contract is projected to be 456 calendar days (approximately 15 months) from the date of Contract Execution to Substantial Completion. The Term of the Contract shall not exceed 548 calendar days (approximately 18 months) from the date of Contract Execution to Substantial Completion. Liquidated Damages (LD) will be assessed by Owner in the amount of \$500 per calendar day after the expiration of 548 calendar days from Contract Execution subject to adjustment and excusable delays. Exclusive of approved time extensions. All time extensions must be submitted with appropriate backup and approved prior to application.
 8. GC shall be assessed additional damages in the event of a downward timing adjustment by the Tax Credit Investor subject of adjustment for excusable delays. GC shall receive a share of the capital contribution paid to Owner by the Tax Credit Investor in the event of an upward timing adjustment. The respective amounts of these payments are detailed in section H.
 9. In the event the total Contract Sum is less than the final Guaranteed Maximum Price, the Cost Savings will be divided as follows: 60% to the Owner, and 40% to the GC less any additional costs associated with value engineering incurred by the owner (i.e. redesign, value engineering review cost etc.)
 10. A complete proposal shall adhere to the Submission Requirements outlined in section I, and shall contain responses for each section indicated therein (Tab 1 through Tab 6).
 11. Proposals will be scored according to evaluation criteria outlined in section J. The highest scoring proposals will be selected for interview, which will follow the interview process outlined in section J. Additional points will be granted to the original proposal score based on the strength of the interview per the evaluation criteria in section J.
 12. Any form of contact by an offeror (also referred to as Bidder, Proposer, Respondent) to or potential offeror regarding this Request for Proposal, at any time during the Request for Proposal process from initial advertisement through award, with Commissioners of Building Better Communities,

Inc. (BBC) or any person employed by BBC, other than through the communication channels stipulated in the Request for Proposal, or as subsequently instructed by BBC through the Request for Proposal process, will constitute grounds for rejection of the Proposal.

13. Attachment M, HUD-92442M, and attachment S, A201 are required by BBC' lender to be completed by the selected proposer. Please note the more stringent of the BBC's General Conditions, Attachment C and that of the General Conditions in A201 will be enforced.

Section 15.4 of the A201 does not apply to this RFP due the HUD modification: (deletion of the arbitration provision).

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Owner's Note

Building Better Communities, Inc. (BBC) is a non-profit associated with the Broward County Housing Authority, an independent special district of the State of Florida. Building Better Communities, Inc. (BBC) was incorporated March 1, 2001 and is governed by a 5-member Board of Directors.

The mission of BBC is to create, provide and increase high quality affordable housing opportunities for the residents of Broward County.

BBC currently operates 801 apartments; an additional 236 apartments could be added from new development.

This solicitation and information for prospective BBC business partners, clients and the public at large may be obtained from the Broward County Housing Authority (BCHA) maintained website at <http://www.bchaf1.org>

A. INTRODUCTION

The contract anticipated to be utilized will be in the form of a HUD Form 9244M where the basis of payment is a Guaranteed Maximum Price (GMP). General Conditions of the Contract will utilize AIA Document A201. A Prime subcontract will be signed with the selected general contractor.

The GC selection process shall consist of the submittal of a written proposal which will be evaluated in accordance with the criteria set forth in this Request for Proposal (RFP). BBC may interview firms which submit responsive proposals and score in the top tier. The top tier proposals will be determined by the evaluation committee. The top tier proposals will be short listed for the interview. The number of selected "top tier" candidates is at the sole discretion of the evaluating committee.

B. SOLICITATION BACKGROUND AND ANTICIPATED SCHEDULE

BBC is seeking to obtain bid proposals from firms pre-qualified to perform services as described within the Scope of Work. It is the intention of BBC to award a contract on a fixed term basis for the construction services for Tequesta Reserve.

This procurement is being undertaken in accordance with the requirements of the State of Florida Statutes, Section 255.20 (the “Construction Contracts Law”) and applicable local ordinances as indicated in the Construction Contracts Law. This procurement is subject to the BCHA Procurement Policy a copy of which is available at: <https://bchafll.org>.

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

Anticipated Solicitation Schedule Event	Date (and Time)
RFP Published to BCHA Website and Demandstar	March 9, 2023
Site Visits – Contact Derrick Morgan, dmorgan@bchafll.org , 954-275-6408. Special arrangements can be made if time allotted for site visit cannot be attended by contacting Derick Morgan at the above stated contact information. <i>Please Note, Communication to Derick Morgan is strictly related to the site visit.</i>	March 15, 2023
Pre-Submission Meeting at 4780 N State Road 7, Lauderdale Lakes FL 33319	March 20, 2023 10:00 AM EST
Deadline for Receipt of Questions via E-Mail	April 3, 2023 5:00 PM EST
Date of Addendum for Response to Questions	April 13, 2023 5:00 PM EST
Deadline for Submissions	May 1, 2023 2:00 PM EST
Public Meeting: Evaluation Committee Review of Proposal	TBD
Evaluation Committee Interview of Short-Listed Proposers	TBD
Deadline for Best and Final Submissions (if needed)	June 2, 2023 5:00 PM EST
Approval by Board of Directors	June 20, 2023
Effective Date of New Contract	July 3, 2023

C. PROGRAM INFORMATION

- C.1. The property located at 4881 Griffin Road, Davie, Florida 33314 is an existing apartment building exclusively for elderly residents situated on +/- 6.00 acres of land. The new development will be constructed to the rear of the existing building on land controlled by an affiliate of the Broward County Housing Authority.
- C.2. Building Better Communities, Inc. (BBC) is proposing a Phase II expansion development with an independent +/- 84,000 sq. ft., 6-story, 76 units building. The new building will have a drop-off area porte-cochere structure and supporting parking field.
- C.3. The expansion will include improvements to the existing parking lot, drainage system and utility infrastructures, including a new lift-station.
- C.4. The existing apartment building will remain fully occupied and construction phases of the expansion project will need to be carefully planned to maintain access to a predetermined amount of parking spaces, pedestrian safety and fully functional utilities and life safety components as deemed required by all jurisdiction having authority and BBC.
- C.5. Construction duration is estimated at 15 months from contract execution through project completion. Onsite construction labor is subject to payment of Davis-Bacon wage rates.

D. SCOPE OF WORK

The selected GC will be expected to begin awarded work upon receipt of Owner's "Notice to Proceed". The selected GC will be responsible for providing certain Pre-Construction Services prior to the execution of a Construction Contract with Owner. Scope of Services and Deliverables to be provided to Owner will include, but not be limited to the following:

D.1 Pre-Construction Services

Preconstruction services shall include:

- D.1.1. Value engineering and assessment of construction materials & costs.
- D.1.2. Cost-estimating.
- D.1.3. Constructability reviews.
- D.1.4. Sub-Contractors plan checks and coordination.
- D.1.5. Site inspections of existing conditions, including existing utilities, in coordination with BBC.
- D.1.6. Scheduling and planning sequence of the work.
- D.1.7. Attendance of regularly scheduled design meetings and other meetings as needed.
- D.1.8. If applicable, prepare / coordinate (with BBC) all development agreements with Utility companies
- D.1.9. Where applicable, coordinate (with BBC) site lighting, license plate reader and security camera designs and contracts with aforementioned providers.
- D.1.10. Permitting and sub-contractor permit assistance.

D.2 Project Management

The General Contractor ("GC") shall provide: Cost Estimating, Schedule of Values, Scope Coordination & Management, Constructability Reviews, Quality Control of all work performed and Cost Control advisory services.

- D.2.1. GC to provide Quality Assurance/Quality Control (QA/QC) plan which clearly identifies approach, frequency, staffing, and reporting on inspections, findings and cure to deficiencies identified. Owner is committed to QA/QC process throughout construction and not limited to systems commissioning, punch or later inspections.
- D.2.2. GC shall prepare a Guaranteed Maximum Price (GMP) based on the 100% Construction Document Phase, or sooner if practical.
- D.2.3. GC shall provide services to monitor total project budget, schedules and prepare a cost estimate.
- D.2.4. The estimates shall be sufficiently detailed to enable Owner to review of all site and building components and systems independently from one another.
 - a. Construction estimates shall detail separately all overhead, profit, general conditions, and allowances which are appropriate based on the information available. Overhead, profit and general conditions shall be consistent with HUD Cost Control and Safe Harbor Guidelines and the requirements of the Florida Housing Finance Commission.
 - b. The GC is expected to develop and present scope adjustments and cost reduction ideas generated through the estimating process.
- D.2.5. The GC shall prepare a schedule of construction activities. The selected GC will work with BBC to create a final project schedule that will secure the performance of the construction in a cost-effective and timely manner.
- D.2.6. The GC will be responsible for developing the necessary subcontract documents covering bid packages and bid forms, contacting potential bidders, conduct the bidding and presenting a final bid tabulation for approval by the Owner and Owner's Representative, if any. The GC shall prepare a schedule of Unit Prices required in the performance of work. These unit prices will include Description, Unit of Measurement, Price, and Name of Trade.

D.3 Construction Services

The following services are to be provided by selected GC and from the execution of a "Notice to Proceed" through "Final Completion of Construction."

- D.3.1. Furnish project management and supervisory services necessary to construct the project as defined by the Contract Documents and in accordance with the approved GMP and final construction schedule.
- D.3.2. Closely supervise all work, ensuring adherence to plans, specifications, schedules (monthly tracking schedule in relation to original baseline schedule), and costs. Provide QC/QA plan to assure execution of construction documents meets Owner standards and complies with all City and Accessibility requirements. Develop, provide and manage a site-specific safety plan, meeting OSHA's guidelines. Lead the building turnover and commissioning program integrating operations staff.

- D.3.3. Maintain weekly Owner-Architect-Contractor or “OAC” meetings. Provide meeting agendas and weekly minutes which highlight any issues, concerns or require a decision. Track, follow-up and report requests for inquiry/information (Requests for Interpretation, or “RFI”) and change orders, and track and administer corrections as specified by the project team. Weekly meeting agendas are to include Submittal Log (Shop Drawing) and Potential Change Order Log reviews.
- D.3.4. Submit complete and accurate pay applications with all required documentation on time, such as but not limited to lien releases of all subcontractor and unit work orders.
- D.3.5. Provide detailed and timely pricing as may be requested for changes to the Scope of Work. The GC should promote competitive pricing of changes. Manage all aspects of approved changes to the Scope of Work. Provide cost reconciliation of unit work on a regular basis.
- D.3.6. Change Orders shall detail separately all overhead, profit, general conditions, contingency, and allowances which are appropriate based on the information available.
- D.3.7. Provide Davis-Bacon and related wage compliance and reporting including providing certified payroll information for input/upload into the LCP Tracker system. Also, General Contractor to upload all construction project documentation into General Contractor’s PROCORE (e.g., license held by General Contractor) and with all construction documents provided to Owner upon request during construction, as necessary, and at project completion.
- D.3.8. Before punch lists are provided on the project and well before Project turn over, GC must perform commissioning on all systems of the project.
- D.3.9. Complete contractors punch list prior to Architect/Owners punch list.
- D.3.10. Provide a turnover package at completion of all manuals, amended plans, as-built changes, and any other documentation.
- D.3.11. Provide and/or coordinate end user system training.

D.4 Close Out Services

General Contractor will provide all documentation of guarantees, warranties and operating manuals, and commissioning book to the Owner. Comply and cooperate with project auditing and inspections carried out by third parties approved by Owner. Provide necessary documentation as required by the Owner, Local and State governments, and lender.

D.5 Quality Control

General Contractor will be contractually obligated to provide quality control for all trades for the duration of the project and for the benefit of the Owner. GC must perform quality control in accordance with best construction practices. GC must take immediate action to correct all quality control items. GC will be responsible to address all quality control items identified on punch lists.

D.6 Notification Requirements

General Contractor must notify Architect / Owner of all discrepancies on drawings and specifications via ASI, RFI, Meeting Minutes and any other documented form of communication. This is a continuing obligation and responsibility of the General Contractor through project completion.

D.7 Specifications (Drop Box File Location)

The preceding summary does not constitute every nuance of the job for the Tequesta Reserve construction project. For ease of access, the specifications, project manual, general conditions of the contract and architectural drawings pertaining to this construction are located in a Drop Box file. General Contractor will be required to perform all work and furnish all labor, materials and permits including but not limited to the following contents of the Drop Box file:

- Contractor shall refer to contents of Drop Box for Constructions Drawings
- Contractor shall refer to contents of Drop Box for Specification Package
- Contractor shall refer to contents of Drop Box for Additional Documents
- Contractor shall refer to contents of Drop Box for Attachments C, referencing the BBC Contract and General Conditions,
- HUD, 92442M (Attachment M), Construction Contract and A201 (Attachment S) General Conditions and, HUD-92554M Supplemental Conditions (Attachment U) for the Same.
- Contractor may use the following link to access the Drop Box file located at:

<https://www.dropbox.com/sh/57jd1aqz7ycfoc1/AACW0xD4yd5eK9xISva18ZSUa?dl=0>
(if link does not work, copy and paste URL into your browser)

- D.7.1. “Or Approved Equal” Specifications: 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.
- D.7.2. 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 BBC that the contractor is offering a referenced brand item as specified in the solicitation.
- D.7.3. The Construction Contracts Law imposes a requirement that Florida-produced and manufactured lumber, timber and other forest products be used if wood is a component of the contract and if such products are available and their price, fitness and quality are equal.
- D.7.4. 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 BBC.
- D.7.5. “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.
- D.7.6. **Substitution**: Substitutions will only be considered after the award of the bid to the lowest qualified and responsible bidder. Substitutions will only be considered after review of all bids.
- D.7.7. BBC will consider any and all substitutions for products and methods from the awarded contractor. Substitutions will only be accepted after the awarded contractor has satisfactorily demonstrated to BBC that those products being offered are equal in every way.
- D.7.8. BBC may require contractors offering a substitute product to supply additional descriptive material as well as samples. The awarded contractor shall provide cut sheet, plans, diagrams and other applicable product data along with all applicable cost savings available to BBC at the time the substitutions are offered.
- D.7.9. BBC 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.

E. RESERVATION OF RIGHTS

- E.1. BBC reserves the right not to award a contract pursuant to this solicitation.
- E.2. BBC reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BBC to be in its best interest.
- E.3. BBC reserves the right to award separate agreements based on criteria that BBC determines to be appropriate. BBC reserves the right to name a secondary or backup contractor to be utilized based on criteria that BBC determines to be appropriate. As the best interest of BBC may require, the right is reserved to make award(s) by individual items, group of items, all or none or any combination thereof.
- E.4. BBC reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten days written notice to the successful offeror(s).
- E.5. BBC 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 BBC's policies, and any applicable State or Federal regulations.
- E.6. BBC reserves the right to determine the days, hours, and locations that the successful offeror(s) shall provide the services called for in this solicitation.
- E.7. BBC reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bid proposals without the written consent of the Contracting Officer.
- E.8. BBC reserves the right to negotiate the fees submitted.
- E.9. BBC reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to:
- incomplete responses and/or responses offering alternate or non-requested services;
 - failure to use BBC provided forms, or
 - failure of the bidder to check for addenda or corrections and adhere to any revised requirements.
- E.10. BBC shall have no obligation to compensate any offeror(s) for any costs incurred in preparing the response to this solicitation.

- E.11. In the event of legal action BBC will not waive trial by jury.
- E.12. BBC at its sole discretion will select a venue for any legal proceedings arising from this contract.
- E.13. This request for proposal and any subsequent contract supersedes any other agreement with contractor/vendor.

F. AWARDED OFFEROR'S RESPONSIBILITIES

The selected General Contractor (herein after contractor) shall refer to and be governed by the Agreement, General Conditions of the Construction Contract for BBC and Terms and Conditions detailed in Attachment C and Attachment M. Construction Contract -HUD-92442M. General Contractor shall be responsible for the professional quality, accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the contractor and its principals, officers, employees and agents. In performing such services, General Contractor shall follow practices consistent with generally accepted professional standards.

- F.1. General Contractor, its principals, officers, employees, sub-contractors, agents and applicable personnel shall familiarize themselves with the nature and extent of the contract documents, construction project, architectural drawings site, locality and all local conditions, laws and regulations that in any manner may affect cost, progress and performance or furnishing of the construction project.
- F.2. General Contractor shall furnish an assurance of completion pursuant to the requirements detailed in section H. All sub-tiered contractors shall be licensed, bonded and adequately insured. Any penalties or fines imposed on BBC or contractor for failure to obtain required licenses or permits shall be the sole responsibility of the contractor.
- F.3. The General Contractor shall be responsible for obtaining all necessary permits, inspections and licenses. Contractor shall be familiar with all laws and regulations that may in any way affect the work.
- F.4. BBC will write checks directly to the City, County or Florida Power and Light (FPL) for the exact amounts of cost for the following: building permit fees, water and sewer connection fees, and meter and FPL charges. BBC may reimburse General Contractor for permitting charges incurred that are supported with the paid receipts from the permitting authority The General Contractor shall provide BBC with copies of invoices for all the aforementioned costs.
- F.5. All temporary permits for trailers, water, electric etc. will be paid for by the General Contractor. All subcontractor permits will be paid for by the subcontractors.
- F.6. Any penalties or fines imposed on BBC or General Contractor for failure to obtain required licenses or permits shall be the sole responsibility of the General Contractor.

- F.7. General Contractor shall fully complete the work within the time frame specified. No grace period shall be honored unless previously established and written authorization is granted by the Project Administrator.
- F.8. In the event that the General contractor fails to complete the work within the timeframe set forth, and in compliance with the specifications and requirements contained within this solicitation,
- F.9. BBC reserves the right to pursue alternate remedies which may include the termination of the contract for default.
- F.10. All parts, materials and work furnished shall be of good quality and free from any defects and shall at all times be subject to BBC's inspection and approval. Neither BBC's inspection nor failure to inspect shall relieve contractor of any obligation hereunder. Upon completion of work, if in BBC's or any inspecting entity's reasonable opinion, any work fails to conform to specifications, or is otherwise defective or unsatisfactory, General contractor shall promptly remedy the same at General Contractor's expense. (General Contractor shall refer to Attachment C, Article 14 of the General Conditions of the Construction Contract) and Attachment M.
- F.11. All deficiencies in service shall be immediately corrected by the contractor. (Contractor shall refer to Attachment C, Article 14 of the General Conditions of the Construction Contract) and attachment M.
- F.12. The GC shall warranty, in writing, workmanship for a period of one (1) year from acceptance of work, not completion and attend a 1 year warranty inspection with the owner.
- F.13. All employees of the General Contractor shall be considered to be, at all times the sole employees of the GC, under his or her sole direction and not an employee or agent of BBC. BBC may require the GC to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on BBC property is not in the best interest of BBC.
- F.14. At least one employee of the General Contractor, assigned to any BBC site must be able to fluently speak, read and communicate in the English language or the GC must provide a translator for communication at the General Contractor's expense.
- F.15. 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. General Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any BBC site.

- F.16. The GC shall perform work between the regular business hours of 8:00am and 5:00pm. Permission to perform such work shall be obtained prior to start of work and supervised by the Project Manager. Any deviations from this schedule shall be approved by the Project Administrator.
- F.17. BBC shall reserve the right to demand and receive a change in personnel assigned to the work if BBC believes that such change is in its best interest and in the completion of the assigned work.
- F.18. The GC shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- F.19. General 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 BBC. Vendor shall employ only such workers as are skilled in the tasks to which they are assigned. Vendor shall be responsible for overseeing the work of all workers.
- F.20. General Contractor shall notify BBC and Architect of any discrepancies between drawings and existing conditions. Should General Contractor elect not to notify BBC and architect of any discrepancies prior to commencement of work General Contractor shall assume full responsibility.
- F.21. General Contractor must adhere to manufacturer's specifications for preparatory work and must secure manufacturer's warranty upon completion. It is the General Contractor's responsibility to have the manufacturer visit the job site to verify installation is done properly to obtain warranty information.
- F.22. Request for approval of systems, products or manufacturers, different from those specifically mentioned within the Construction Documents, must be received by BBC, in writing, at least seven calendar days prior to the date set for the bid opening. BBC reserves the right not to approve any substitute systems, products, or manufacturers if not equal or better to the product originally specified in the construction documents.
- F.23. **Construction Change Orders.** A Construction Change Order is a written order authorized by the proper authority, directing the General Contractor to make changes which the changes clause of the construction contract authorizes. BCHA shall have the right, based on a clause contained in each construction contract, to require changes in quantities, additions or deletions of work or other changes within the original intent of the contract. Each construction contract shall have an initial amount budgeted for change orders equal to 5% of the total contract amount which can be administratively approved. Any larger percentage must be approved by the Board when the corresponding additional allowance exceeds ten percent (10%) of the original contract amount

or \$100,000. The Contracting Officer may approve a change order allowance increase up to no greater than ten percent (10%) of the original contract amount or \$100,000, whichever is less. All changes to construction contracts must be approved in advance in accordance with the value of the change order or the calculated value of the time extension. All contract change orders of \$100,000.00 or more shall be approved, in advance, by the Board. All change orders shall be presented and accompanied with adequate back-up showing a detailed breakdown of material costs, labor time and associated schedule impacts in order to be reviewed.

- F.24. **Amendments.** All changes to construction contracts that alter the terms and conditions of the contract or provide for a change in scope of the project beyond the original intent must be contained in a formal amendment to the contract. Such an amendment must be of equal dignity and formality as the original contract and signed by the appropriate awarding authority based on the total amount of the amended contract, regardless of the authority who awarded the original contract.
- F.25. **Submittals.** General Contractor shall supply BBC with any and all manufacturers' warranties and product warranties. All pay requests must be submitted on the indicated forms as distributed during the pre-construction conference.
- F.26. General Contractor shall prepare close-out documents and submit all for BBC and BBC's architect's review and approval before the final pay application.

G. LICENSING AND INSURANCE INFORMATION

Before a contract pursuant to this RFP is executed, the apparent successful General Contractor must hold all necessary, applicable professional licenses required by the State of Florida and all other regulatory agencies necessary to complete the construction services. The General Contractor shall obtain, at the General Contractor'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. BBC may require any or all Contractors and sub-contractors 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 BBC with the following within three (3) business days from date of request:

- G.1 A copy of the bidder's business license allowing the bidder to provide such services within Broward County, Florida and the town of Davie, FL.
- G.2 If applicable, a copy of the bidder's license issued by the State of Florida licensing authority allowing the bidder to provide the services detailed herein;
- G.3 The successful bidder agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the contract the following insurance coverage, limits, including endorsements detailed in Article 6 of General Conditions of the Construction Contract in Attachment C and summarized herein;

- G.4 Bidder agrees to provide an original certificate evidencing the bidder's current Workers' Compensation carrier and coverage amount. Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
- G.5 **Builder's Risk Insurance:** BBC shall require the Contractor to provide Builder's Risk Insurance in the amount of One Hundred percent (100%) of replacement value of the completed structure or the maximum coverage amount which is commercially reasonable and obtainable under market conditions and approved by BBC's Risk Management Team (Risk Management) prior to the commencement of construction. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim or a deductible that is commercially reasonable and obtainable and approved by Risk Management, and shall contain a loss payable clause to include Building Better Communities, Inc.
- G.6 An original certificate evidencing **Commercial General Liability** coverage, naming BBC as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BBC as an additional insured under said policy. Contractor shall refer to Article 6 of the Attachment C for detailed coverage limits. 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.
- G.7 **Property (Installation) Floater:** Bidder shall maintain in force, at its expense, a Property Floater covering labor, materials and equipment to be used for completion of the work performed under this contract against all risks of physical loss for an amount equal to the full amount of the contract improvements. The coverage shall be "All Risk" coverage including installation and transit for One Hundred Percent (100%) of the "installed replacement cost value," covering BBC as a named insured, in accordance with deductible outlined in Article 6 of attachment C.
- G.8 **Additional Insured:** Bidder agrees to endorse BBC as additional insured with either a CG 2020 Additional Insured – owners, Lessees, or Contractors or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. **This additional insured shall read "Building Better Communities Inc., Florida."**
- G.9 **Waiver of Subrogation:** Bidder agrees by entering into a contract with BBC to a waiver of Subrogation in favor of BBC for each required policy herein. When required by the insurer, or should a policy condition not permit contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Bidder agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent.

- G.10 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 outlined in Article.
- G.11 Bidder agrees to provide BBC with certificate(s) of insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect.
- G.12 The requirements contained herein, as well as BBC's review or acceptance shall not in any manner limit or qualify the liabilities or obligations assumed by the successful bidder under this agreement.
- G.13 Contractor agrees, and hereby authorizes its insurer, to notify BBC of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage.
- G.14 The premium cost of all insurance purchased by the Contractor for protection against risks assumed by virtue of the contract shall be borne by the Contractor and is not reimbursable by BBC. Contractor shall also be responsible for all deductibles for claims made while Contractor is in control of the Project site.
- G.15 BBC reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BBC 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.

H. BONDS / BID GUARANTY

- H.1. **Bid Guaranty.** For construction contracts exceeding \$100,000, offerors shall be required to submit a bid guaranty from each bidder equivalent to 5% of the bid price. All bids shall be accompanied by an original Bid Bond executed by a surety company meeting the qualifications for surety companies as specified in Article 6 of the General Conditions of the Construction Contract contained in Attachment C and summarized in Section H.13 (Qualification of Surety) of this solicitation document. The Bid Bond must be an original, no photocopies will be accepted.
- H.2. In lieu of the Bid Bond, the following will be acceptable: cash, money order, certified check, cashier's check, original irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five percent (5%) of the total bid price, payable to Building Better Communities, Inc. and conditioned upon the successful Bidder executing the Contract and providing the Performance and Payment Guaranty and evidence of insurance within 15 calendar days after Notification of Award of the Contract. A personal check or a company check of a Bidder shall not be deemed a valid bid guaranty.

- H.3. Guaranty of the successful Bidder shall be forfeited to Building Better Communities, Inc. not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to
- H.4. comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.
- H.5. **Performance and Payment Guaranty.** For construction contracts exceeding \$100,000, the successful bidder shall furnish an assurance of completion within approximately seven (7) calendar days after award and prior to the execution of the contract and issuance of the Notice to Proceed. The requirements and acceptable forms of security are described herein.
- H.6. **Performance and Payment Bond.** A Performance and Payment Bond of the form and containing all the provisions of the Performance and Payment Bond attached hereto (See Attachment E and Attachment F, HUD-92452M and HUD-92452A-M)
- H.7. The Bond shall be in the amount of one hundred percent (100%) of the Contract amount guaranteeing to BBC the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety company which is qualified pursuant to Attachment C and Section H 11., (Qualification of Surety) of this document.
- H.8. HUD-92450M, Completion Assurance Agreement is also provided because this document might be required under this RFP. See Attachment G.
- H.9. Separate Performance and Payment Bonds, each for 50% or more of the contract price, are permissible and are subject to those same conditions applicable above.
- H.10. Such Bond(s) shall continue in effect for one year after completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract price, or an additional bond shall be conditioned that the GENERAL CONTRACTOR will upon notification by BBC, correct any defective or faulty work or materials which appear within one year after completion of the Contract.
- H.11. Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, GENERAL CONTRACTOR shall ensure that the bond or bonds referenced above shall be recorded in the public records of Broward County.
- H.12. **Alternate Forms of Security.** In lieu of the Performance and Payment Bond(s), GENERAL CONTRACTOR may furnish an alternate form of security which may be in the form of (a) a 20% cash escrow, or (b) a 25% irrevocable letter of credit. Such alternate forms of security shall be

for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by BBC for one year after completion and acceptance of the work.

H.13. Qualifications of Surety. A Bid Bond and Performance and Payment Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.

H.14. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

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

b. Should any surety company appear on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, BBC shall review and either accept or reject the surety company based on the financial information available to BBC. A surety company that is rejected by BBC may be substituted by the bidder or proposer with a surety company acceptable to BBC within seven (7) days thereafter (refer to Attachment C, Article 6).

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

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

H.15. Liquidated Damages

The work to be performed under this Contract shall be commenced upon issuance of the Notice to Proceed; which will not be executed until receipt of all required documents.

The work will be substantially completed within 456 calendar days from the date of the issuance of the Permit, and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions of Attachment C within 48 calendar days from the date of Substantial Completion. Excluding delays caused by weather conditions (more than 2 hours stand by day); acts of God, delivery of materials, equipment and/or fixtures purchased by the Owner; and/or delays not under the GENERAL CONTRACTOR'S control.

Upon failure of the GENERAL CONTRACTOR to complete a project awarded pursuant to this contract within 548 calendar days from Contract Execution (plus approved extensions, if any) the GENERAL CONTRACTOR shall pay to BBC the sum of Five Hundred Dollars (\$500.00) for each calendar day (plus approved extensions) after the time specified for completion and readiness for final payment.

This amount is not a penalty but liquidated damages to BBC. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by BBC as a consequence of such delay. General Contractor acknowledges and agrees that damages to BBC from untimely completion are extremely difficult to determine, and accordingly the Contractor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

BBC is authorized to deduct liquidated damage amounts from the monies due to GENERAL CONTRACTOR for the work under this contract, or as much thereof as BBC may, at its own option, deem just and reasonable.

H.16. Timing Adjustments for Tax Credit Delivery

In the event that delay in the work (allowing for excusable delays as referenced in H.13) triggers the Tax Credit Investor's downward timing adjuster clause, which results in a reduction of tax credit equity to the project, the GENERAL CONTRACTOR shall pay to BBC, per each calendar day of delay, the dollar amount equal to the amount of tax credits per year sold to the Tax Credit Investor divided by three hundred sixty-five (365), (the "Tax Credits per Day"), divided by the number of dwelling units to be built under contract, (the "Tax Credits per Unit per Day"), less the percentage amount or per-credit amount indicated in the downward timing adjuster clause as the Tax Credit Investor's reduction in capital contribution, (the "Downward Timing Reduction"). Currently this payment is calculated at Fifteen Dollars (\$15.00) per unit delayed per calendar day and is subject to change according to terms agreed upon by BBC and the Tax Credit Investor.

In the event that the amount of tax credits allocable to the Owner with respect to the first Credit Year are more than the tax credits projected for such year, triggering the Tax Credit Investor's upward timing adjuster clause, then the capital contribution paid to the Owner by the Tax Credit Investor under this clause, the "Upward Timing Adjustment", will be divided among Owner and Contractor as follows: (a) 60% of the Upward Timing Adjustment will be retained by Owner, and (b) 40% of the Upward Timing Adjustment will be paid to Contractor. Owner shall make this payment to CONTRACTOR upon Owner's receipt of written confirmation from the Tax Credit Investor that the upward timing adjuster clause has been triggered and the amount of the capital contribution has been specified and paid to BBC.

H.17. Cost Savings

Upon final completion of the Work, if the total Contract Sum is less than the final Guaranteed Maximum Price (GMP), then the difference between the GMP and Contract Sum, the “Savings”, will be divided among Owner and Contractor as follows: (a) 60% of the Savings will be retained by Owner, and (b) 40% of the Savings will be paid to Contractor.

I. SUBMISSION REQUIREMENTS

Proposers must include each of the evaluation criteria (Tab 1 through Tab 6) set forth below in a clear and concise manner. Responses must be in the same order as listed, clearly separated with tabs, and labeled by the response. Brevity is preferred. **Additionally, proposers must submit a completed Attachment A, Proposal Submission Form, which references all attachments to be included in the proposal.**

- I.1. Responses must be bound in such a manner that BBC can, if needed, remove the binding to make copies. **BBC recommends that respondents use a three-ring binder for their submissions.**
- I.2. All bid responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.
- I.3. **The bidder shall submit one (1) original signature copy (marked “ORIGINAL”) and three (3) exact copies.** Submission shall be placed **unfolded** in a sealed package and addressed to

**Building Better Communities, Inc.
c/o Broward County Housing Authority
Attention: Teisha Palmer
Procurement Department
4780 North State Road 7
Lauderdale Lakes, FL 33319**

- I.4. **Submission Responsibilities.** The bidder should ensure that the response is received by the time and date indicated on the first page of this solicitation document. **The package shall clearly indicate the solicitation/bid number and title.** Submissions received after the noted deadline will not be accepted. The official US time at <https://www.time.gov/> shall determine receipt within deadline.
- I.5. All responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.

- I.6. Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Contractors 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.
- I.7. 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 BBC staff member or official, including the Audit Committee and the Board of Directors, pertaining to this solicitation. Failure to comply with this requirement may be cause for BBC to disqualify from consideration a response submitted by the bidder doing so.
- I.8. 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.
- I.9. By virtue of completing, signing, and submitting the completed documents, the Contractor is stating agreement to comply with all of the conditions and requirements set forth within those documents.
- I.10. Evaluation Criteria (Tab 1 through Tab 6)**

Tab 1 – Letter of Interest

A maximum two-page letter of interest that includes a synopsis of the firm, business principals, operating office location, distinguishing characteristics, approach to completing this project, primary contact information, type, and percentage of work your firm proposes to perform with your own forces, statement of ability to meet pre-qualifications requirements, and signed by the prime contractor/owner or other person legally authorized to commit the Proposer.

Tab 2 – Experience, Qualifications, Capacity and Reference

General Contractor (GC) firms are requested to provide the following information in response to this RFP:

Pre-Qualification Mandatory Requirements: Firms shall provide documentation of the following to be considered a Candidate for the Project:

1. Licensure: The GC shall be licensed for the type of work to be performed in the State of Florida.
2. Payment and Performance Bonding: GC shall demonstrate a bonding capacity for the GMP amount.
3. Insurance: GC shall include as a submittal to this RFP, a copy of the firm's current insurance coverage. GC is responsible for providing the minimum insurance requirements for general

liability, vehicle insurance, etc. At time of award of contract GC shall add all parties as additionally insured.

4. Worker's Compensation: Provide experience rating for the past five years.

Firm History: Provide information about your firm including

1. Address and phone number of home and closest branch offices.
2. Contact person, direct phone, fax, and email address.
3. Brief description of firm's history and key services.
4. Description of firm's construction history and experience
 - a. Name of project,
 - b. Project's location,
 - c. Project size, and
 - d. Project budgets.
5. Names and responsibilities of key personnel within your organization.
6. Describe any claims, lawsuits, or legal settlements your firm has had during the past five years or which are currently pending.

Project Team: The GC shall clearly identify the project staffing they intend to utilize at all stages of the project, including all key project staff, their roles and responsibilities and the level of effort to be committed (full time vs. part time) and at what phases of the project they will be utilized. Identify the day-to-day contacts for each phase of the project.

During Pre-Construction phase, the GC shall provide, at a minimum, one dedicated professional project manager and/or higher-level professional staff to attend all design meetings.

During the Construction phase, the GC shall provide full supervision to coordinate the job in the field and provide for sufficient and appropriately skilled staff to implement a quality control program.

Include a description of the experience of each person assigned to this project as well as the level of effort, as a percentage of time, to be committed and for which phases of the project (preconstruction, construction). Qualifications and references must demonstrate that the construction team has had successful experience with projects of similar size, scope, and conditions.

If selected, the GC agrees that it will provide, for the duration of the project, the full complement of staff, including the specific persons identified in this Request for Proposal, unless otherwise approved by the Owner.

Project Experience: Provide examples of at least three recent projects of similar size and scope that your team and/or team members have worked on. Include information on the cost of projects, project budgets, client contact information, start and completion dates of construction, pre-construction services performed, size and unique project features. If your firm has not completed three GC projects, then lists projects you believe were successfully completed using a similar GC or GMP format.

Phases include but not limited to pre-construction/site work, permitting, installation, building design, construction, tenant improvement, and commissioning. Include information on how you worked with on-site management personnel, residents, and ownership to ensure that the construction work and resident safety/satisfaction is seamless. Identify any other unique challenges/approaches that you have experience that will assist the Owner with a successful project.

Capacity:

1. Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation, does your firm have the capacity to complete this project?
2. What has been your firm's annual volume (in dollars) of construction for the past five years?
3. What is the anticipated volume for the current year and what is your plan for the next two years? How would your firm's participation in this project affect that plan?
4. What is your bonding capacity?

Reference:

Provide a comprehensive list of ALL projects (highlighting similar projects) completed or begun within the last 3 years, with contact information of the project owner and project architect, along with a project description. Identify in the reference list which projects this team has performed collectively. BBC may conduct a reference check using the contact information provided in this tab.

Tab 3 – Project Approach

Discuss the major challenges you envision the Project Team will encounter in completing the work for the Project. How would your firm address those challenges? In addition, provide your firm's plan to address the following contractual responsibilities of the GC:

1. Preconstruction Services, including but not limited to design, coordinating with utility companies, plan review, value engineering, estimating, scheduling, permitting, demolition services, constructability reviews, logistics planning and cost control.
2. Developing subcontractor interest, perform sub-contractor outreach, as needed, conducting pre-bid or preproposal meetings, pre-qualifying subcontractors and suppliers, and optimizing use of qualified local sub-contractors.
3. Safety and Site Management including the services to be rendered and plans to be developed in connection with worker and tenant safety, hazardous material control, and site security.
4. Schedule/timeline and budget monitoring and management: provide a construction schedule with sufficient detail to illustrate your firm's approach to the project, including site work and construction coordination. Provide recommendations of your approach to and timing of this process and highlight critical path items and any areas of concern.

Tab 4 – Value Engineering and Quality Assurance/Quality Control (QA/QC)

The firm must describe its philosophy, experience, and methodology in value engineering, identifying, and mitigating project risks beyond GC control and constructability analysis. Provide examples of both value engineering reports and risk/constructability analyses developed and utilized on prior projects and the results obtained. A description of the GC's approach to working with the Owner and the A/E Team should be included.

In addition, firm must describe its approach to delivery of quality assurance/quality control to the owner and through project completion. Provide examples of how your firm identified, managed, and executed approved solutions on behalf of project ownership whilst maintaining budget and schedule. Of particular interest to the owner is your firm's practice and implementation of QA/QC during construction to insure against construction execution errors and in advance of inspections by others.

Tab 5 – Fee Proposal Requirement

Respondents shall prepare a detailed fee proposal using the spreadsheet provided on this document. Failure to provide a fee proposal in the attached form, which addresses each of the items listed below may result in disqualification from the RFP process.

The Contractor shall provide specific cost proposals for the following:

1. Bid Form and the Construction Cost Breakdown: Based on the current drawings and specification submitted with this RFP, provide a detailed and complete construction cost breakdown. HUD-2328, *Contractor's and/or Mortgagor's Cost Breakdown*, Attachment L must be used.

Note: the project award will not be based exclusively on your total projected construction cost. The Owner will evaluate the Construction Cost Breakdown for completeness, general understanding of the project, and treatment of the contingency and other mark-ups.

- a. Construction Budget: Provide a construction budget estimate for this project, using a 16-division format.
2. Construction: General Contractor / Construction Manager Fee - Costs which will be considered as included in the General Contractor Fee include all items listed below:
 - a. Scheduling and accounting services provided during construction.
 - b. Timekeepers or other accounting personnel.
 - c. Project Executives and another non-project management personnel.
 - d. Extra printing required by GC after GMP is established and accepted.
 - e. Legal fees.
 - f. Costs associated with any corrective work, during construction or within warranty.
 - g. GC overhead and profit.

- h. Fee for self-performed work
3. Contractor's General Conditions Cost shall be provided as a lump sum amount and the corresponding percentage of that lump sum amount divided into the Estimated Hard Cost of the Work shall be provided. The General Conditions/General Requirements estimate of items shall include all the following, if necessary, for the project:
- a. Employee costs for personnel directly assigned to or performing management or supervisory work on the project, including General Superintendent and Project Manager/Coordinator/Administrator.
 - b. Costs for establishment and maintenance of a jobsite construction office including Office Trailer rental cost, costs for hooking up necessary utilities to jobsite and jobsite office, and costs for periodic (minimum weekly) job-site clean-up, trash collection and trash removal.
 - c. Negotiated General Support Services which are items a contractor normally manages on a construction project that are not able to be quantified during selection and bidding of specified general conditions including, but not limited to, subcontractor scheduling and logistics; inventory control; hoisting; safety enforcement; temporary heat; cleanup; temporary toilets used by construction personnel; temporary fire protection, if required; temporary power (construction trailers, etc.); jobsite construction fencing, storage or tool trailers, and related items; security costs; and final clean-up.
 - d. Assistance in start-up and owner orientation for all building systems.
 - e. Environmental management related costs such as Construction Waste Recycling, Indoor Air Quality Plan, etc.
- 3.1 Contractor's Liability Insurance Costs shall be provided as a lump sum amount and the corresponding percentage of that lump sum amount divided into the Estimated Hard Cost of the Work shall be provided as a percentage.
- 3.2 Contractor's Payment and Performance Bond Cost shall be provided as a lump sum amount and the corresponding percentage of that lump sum amount divided into the Estimated Hard Cost of the Work shall be provided as a percentage.
- 3.3 Contractor's Fee related to subcontractor Change Orders, only the percentage fee amount shall be provided. The fee percentage shall include ALL the contractor's related cost (general conditions, fee, insurance, payment, and performance bond) but excluding sales tax.
- 3.4 Contractor's Fee for Change Orders for Contractor's self-performed work for only the percentage fee amount shall be provided. The fee percentage shall include ALL the contractor's related cost (general conditions, fee, insurance, payment, and performance bond) but excluding sales tax.

Tab 6 – Price Proposal

Price Proposal should be written numerically and in words.

1. If the information entered does not match, the cost written in numerals will be the official bid.
2. The lump sum noted must match and be broken down on the Form HUD-2328, Attachment L Contractor's and/or Mortgagor's Cost Breakdown
3. The Fee information will be scored twice:
 - a. For Base Bid, lowest Bid will earn 10 points, other bidders' points will be calculated relative to the lowest bidder.
 - b. If needed, for deductive alternate bids, the total amount of deductions will be taken from the Base Bid for each bidder, and an alternative lowest Bid will be determined who will earn 10
 - c. points, other bidders' points net of each alternate deduction, will be calculated relative to the lowest bidder.

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J. INTERVIEW PROCESS

J.1 Selection for interview. BBC and/or its authorized consultant will evaluate General Contractor proposals according to the selection criteria outlined in section J.5 “Selection Criteria”. The highest scoring proposals will be placed in the top tier and selected for interview. The number of General Contractors selected for interview is dependent upon the number of proposals received pursuant to this RFP. Following the interview, BBC and/or its authorized consultant will add up to 10 points to the proposal score based on the strength of the presentation and discussion. BBC will not subtract any points from the proposal score based on interview proceedings.

J.2 Format. Proposers should regard the interview process as a traditional interview presentation. The format, as described below, provides a total of 50 minutes for the discussion. Proposers are allowed 10 minutes at the beginning of the discussion to present their team and a comparable project. The remaining 40 minutes will be an interactive conversation about the topics described below. The participants should be the individuals committed to the project with whom the Owner, Owner’s Representative and Architect will work. The selection panel wants to hear from and discuss the project with the Project Manager, Cost Estimator, and others with whom they will be working on a regular basis, especially those having a major role in pre-construction services. We want to understand what key individuals will be doing on the project and what it is like to work with them.

J.3 Formal team introduction and comparable project. As indicated above each firm selected for interview will be allowed to introduce their team formally and comparable project. A guideline of the topics is outlined below:

- a. Project Team, Organization, Roles and Responsibilities – why and how are the individuals you propose right for this project, what do the various titles of key team members mean i.e., what will they be doing on the project during the pre-construction and construction phases? Under what circumstances might your proposed staffing change? What is the likelihood of changing or expanding your staffing during the pre-construction and construction phases?
- b. Comparable Project – present one project similar and directly applicable to the project which is the subject of this proposal. What challenges did you help resolve? What innovations did you contribute to the success of the project? What did you learn that will be helpful to the Team on this proposed project? While the focus here is on one case study, you may wish during the remainder of the discussion to have other recent project examples available to help demonstrate your experience and abilities as they relate to the project subject to this proposal. (Additional follow-up questions may be asked regarding your case study).

J.4 Project discussion topics. Be prepared to have a dialogue on the following agenda items:

1. GC Services During the Pre-Construction Phase
 - a. In general, what will you do for the project and how will you do it?

- b. What specific examples can you cite of reduced GC and/or reduced construction costs from similar projects? How can the Owner verify that it is realizing these benefits?
2. Provision for an Accurate Construction Schedule
3. Cost Estimating and Control
 - a. We want to discuss your approach to track baseline scope and budget estimates.
 - b. How will you ensure staff knowledge learned during pre-construction will be translated to the construction phase?
4. Establishing the Guaranteed Maximum Price for this Project - Please comment on the approach to establishing the GMP presented in the A102 Agreement, including the following: definitions of Specified General Conditions and Negotiated Support Services, use of Allowances, use of Contingency, and use of 16 major divisions schedule of values/budget format.
5. Subcontractor Bidding, Procurement & Management
 - a. How will you involve the Owner, Owner's Rep, if any, and the Design Team in developing bid packages?
 - b. What risks do you consider when structuring a bid package?
 - c. What do you consider "best efforts" in attempting to attract sub-bidders?
 - d. How will you create "responsibility" criteria for the subcontract bid packages?
 - e. What do you do with a troublesome low bidder?
6. Managing the Construction Phase
 - a. How will you manage sub-contractors considering the bidding strategy you envision for the project?
 - b. Please address any additional information you may have obtained from this RFP or your investigations in your response to the RFP.

J.5 Selection Criteria. Please refer to the table on the following page for selection criteria and weighting of proposal elements.

SELECTION CRITERIA: RFP # 23-317	MAX POINTS
Tab 1. Letter of interest <ul style="list-style-type: none"> Was the proposal well-organized, with complete information responding to all of the submittal criteria? 	5 points
Tab 2. Experience, Qualifications, Project Experience, Capacity and Reference <ul style="list-style-type: none"> Firm history. How long has the company been in business and are services comprehensive? Project team. Has the proposed provided a comprehensive and insightful experience and qualifications package for the proposed staff? Has proposer provided a comprehensive qualification package for past experiences related to multifamily renovations. Does proposer demonstrate experience with pre-construction services including cost estimating, cost control strategies, and negotiated contract experience? Provide a comprehensive list of ALL projects (highlighting similar projects) completed or begun within the last 3 years, with contact information of the project owner and project architect, along with a project description. Identify in the reference list which projects this team has performed collectively. 	30 points
Tab 3. Project approach <ul style="list-style-type: none"> Has proposer affirmed each of the Owner's requirements for this project and demonstrates a clear understanding of the Owner's needs and clear direction in completing the scope of work? Has proposer provided a project approach appropriate for the project considering the scope, budget, schedule, as well as site and resident considerations? 	15 points
Tab 4. Value engineering and quality assurance/quality control <ul style="list-style-type: none"> Has the proposed provided a clear philosophy and methodology for mitigating risk during both the pre-construction and construction? 	15 points
Tab 5. Fee Proposal Requirement <ul style="list-style-type: none"> Does applicant's fee proposal address all the items requested? Is fee proposal competitive with the other candidates? Did the respondent provide a complete GMP bid based on the construction documents provided with a 16-Division cost breakdown; and Did the respondent provide documentation regarding the General Contractor/CM fees, general conditions, overhead and profit as requested? 	25 points
TAB 6. Price Proposal <ul style="list-style-type: none"> Presentation and amount of base bid and any alternates if used. 	10 points
SUBTOTAL (PRE-INTERVIEW)	100 points
H. Interview <ul style="list-style-type: none"> Did the applicant respond adequately to the items requested? Did the participants have a good grasp on the project and the Owner's goals? Was their overall presentation/proposal cohesive, well thought-out and engaging? 	10 points
TOTAL POSSIBLE POINTS	110 points

K. ADMINISTRATIVE TERMS AND CONDITIONS

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

- K.1. Contractors shall address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet of this document. Contractors shall not make inquiry or communicate with any other BBC 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 BBC to disqualify from consideration a response submitted by the bidder doing so.

- K.2. 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 which will be posted on the BCHA website and on Demandstar.

- K.3. Unless an answer or information is provided by BBC in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Contractor.

- K.4. 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.

L. NOTICES

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

Teisha Palmer
Procurement Department
Building Better Communities, Inc.
4780 North State Road 7
Lauderdale Lakes, FL 33319-5860

- L.1.** Any actual or prospective Contractor may protest the solicitation or award of a contract for serious violations of the principles of the BBC Procurement Policy. Any protest against a solicitation must be received at least seventy-two (72) hours before the due date for the receipt of bid proposals. Any protest against the award of a contract must be received within five (5) calendar days after notice of award is posted on BCHA's and Demandstar websites, or the protest will not be considered. All bid protests shall be in writing, submitted to the Purchasing Director or designee, who shall issue a written decision on the matter no later than ten (10) working days following receipt of the bid protest/award. The Purchasing Director may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. Following the issuance of the written decision, the contractor may appeal the initial decision to BBC's Assistant Secretary. BBC's Assistant Secretary shall then issue a decision on the appeal no later than ten (10) working days following receipt of the request of the appeal. The decision of BBC's Assistant Secretary shall be final, and no further appeal shall be authorized within BBC.
- L.2. Cost of Proposal.** All costs incurred, directly or indirectly, in response to this solicitation, to include the preparation, submittal, or presentation of the bid proposal, shall be the sole responsibility of, and borne by, the Contractor. The cost for developing the bid proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. BBC will not provide reimbursement for such costs.
- L.3. Amendments to Solicitation.** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. It is the responsibility of the Contractor to monitor both the BCHA's and Demandstar's websites for any addenda issued. Each Contractor must acknowledge all addenda issued on BCHA's or Demandstar's website so as to ensure that addenda are considered in their bid response. All Contractors are encouraged to frequently check the BCHA and Demandstar websites for additional information.
- L.4. Direct or Indirect Conflicts of Interest.** Contractor shall certify that except as otherwise disclosed, neither it nor any of its subcontractors include persons who have an interest, direct or

indirect in this proposed contract and who during his or her tenure or for one (1) year thereafter are:

- i. A present or former member of BBC's Board of Directors or any member of the Board of Director's immediate family;
- ii. Any BBC employee who formulates policy or who influences decisions with respect to BBC's project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner;
- iii. Any public official, member of the local governing body, or State or local legislator (including members of the Broward County Board of Commissioners, or Florida legislator), or any member of such individuals' immediate family;
- iv. A member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or a resident commissioner;
- v. *NOTE: "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild).*

L.5. Prohibition Against Gifts/Favors/Anything of Monetary Value. No BBC employee can accept or solicit for themselves or for others, anything of value from Contractor or any person, corporation, or other entity doing business with or attempting to do business with BBC.

L.6. Compliance with Law. While conducting business with BBC, Contractor 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 BBC that all Contractors that conduct business with BBC must be authorized and/or licensed to do business in Florida. Contractor is responsible for contacting their local city and county authorities and the State of Florida to ensure that Contractor 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 Contractor.

- i. Proposers 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 proposer shall be required to, as detailed therein, “to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons,” meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.
 - ii. Bidders are subject to **Davis-Bacon Act Wage Determination, General Decision Number: FL20210107**, included as **Attachment P** 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 Davis-Bacon Act Wage Determination. 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 P** for the Davis-Bacon Act Wage Determination currently in effect. Future Davis-Bacon Act Wage Determinations will apply and will be provided to the contractor as available
 - iii. **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.
- L.7. 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.
 - L.8. BBC, 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.
 - L.9. BBC, 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.
 - L.10. 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 BBC 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 BBC as a result of termination of any contract for a violation of this section.

- L.11. **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.
- L.12. **Public Access to Procurement Record.** The laws of the State of Florida, including the Florida Open Records Act, require procurement records and other records to be made public unless otherwise provided by law. The awarded General Contractor shall comply with Florida's Public Records Law. Specifically, the awarded General Contractor shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by the BBC in order to perform the service;
 2. Provide the public with access to such public records on the same terms and conditions that the BBC would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer to the BBC, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the BBC in a format that is compatible with the information technology systems of the BBC.
- L.13. **Ownership of Documents.** All documents and information generated, prepared, assembled or encountered by or provided for pursuant to this RFP are the property of BBC. Contractors shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BBC as a result of this RFP.
- L.14. **Advertising.** In submitting a bid proposal, Contractor agrees not to use the results from it as a part of any commercial advertising. BBC does not permit Contractors to advertise or promote the fact of your relationship with BBC in the course of marketing efforts, unless BBC specifically agrees otherwise.
- L.15. **Government Restrictions.** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods offered, it shall be the responsibility of the successful Contractor to immediately notify BBC in writing specifying the regulation which requires an alteration. BBC reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to BBC.

M. COMMUNICATION

Building Better Communities, Inc. believes strongly in maintaining a fair competitive process. Explicit communications with BBC staff or any Broward County Housing Authority board members may render the proposer ineligible for the award of a contract under this solicitation. Correspondence regarding this solicitation, including questions to this solicitation, shall be directed via email to purchasing@bchaf1.org, referencing the solicitation.

All requests for clarifications or information will be responded to at the same time via BCHA website and on DemandStar, www.demandstar.com, which will be after the “Date of Addendum for Response to Questions” deadline. No inquiries will be accepted after the Deadline for Receipt of Questions via E-Mail on April 3, 2023 at 5:00 PM EST to promote a timely award. Candidates should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the RFP during the open solicitation period.

N. RESPONSES DEADLINE

All proposals must arrive at the below location by May 1, 2023 at 2:00 PM EST.

**BUILDING BETTER COMMUNITIES, INC.
C/O Broward County Housing Authority
Teisha Palmer
Procurement Department
4780 NORTH STATE ROAD 7
LAUDERDALE LAKES, FL 33319**

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O. CONTRACT AWARD

Contract Award Procedure: By completing, executing and submitting the Agreement and contract clauses contained in Attachments C and M and pertinent documents provided in Drop Box, the bidder is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by BBC, either in hard copy, via Drop Box, via the BCHA website or via Demandstar, The contract clauses contained in Attachment C apply as well as pertinent documents provided in the Drop Box file located at the following website:

<https://www.dropbox.com/sh/57jd1aqz7ycfoc1/AACW0xD4yd5eK9xISva18ZSUa?dl=0>

Accordingly, BBC has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

- O.1. **Contract Document.** BBC and the successful bidder will execute BBC's contract. See Attachment C for a sample of this document. BBC will not execute a contract on the successful bidder's forms. Contracts will only be executed on BBC's form, and by submitting a bid the successful bidder agrees to do so (please note that BBC reserves the right to amend this contract form as BBC deems necessary). However, BBC will during the RFP process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for BBC to do so; but the failure of BBC to include such clauses does not give the successful bidder the right to refuse to execute BBC's contract form.
- O.2. It is the responsibility of each prospective bidder to notify BBC, 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. BBC will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by BBC's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.
- O.3. All provisions within this solicitation document are included in the terms of the contract by reference.
- O.4. **Contracting Officer ("CO") and Contracting Officer's Designee.** Acceptance of services will be the responsibility of the Contracting Officer ("CO"), who also serves as BBC's Assistant Secretary, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered.
- O.5. While the CO is responsible for ensuring that BBC's procurements comply with the BBC Procurement Policy, the CO may delegate all procurement authority as is necessary and appropriate to conduct the business of the BBC.
- O.6. **Contract Terms and Conditions.** The contract that BBC expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Bid Proposal submitted

by the successful Contractor and any subsequent revisions to the Contractor's Bid Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by BBC, except that no objection or amendment by a Contractor to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless BBC has explicitly accepted the Contractor's objection or amendment in writing.

- O.7. **Assignment of Personnel.** BBC shall reserve the right to demand and receive a change in personnel assigned to the work if BBC believes that such change is in its best interest and in the completion of the assigned work.
- O.8. **Unauthorized Sub-Contracting.** The successful vendor 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 BBC. Any purported assignment of interest or delegation of duty, without the prior written consent of BBC shall be void and may result in the cancellation of the contract with BBC, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract.
- O.9. **Insurance Requirements.** Prior to award but not as a part of the bid proposal submission, the successful Contractor will be required to provide an original certificate evidencing insurance coverage as described in Section 8 above, naming BBC as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BBC as an additional insured under said policy. BBC shall be named as the Certificate Holder using the following name address:

**Building Better Communities, Inc.
4780 N. State Road 7
Lauderdale Lakes, FL 33319**

- O.10. There shall be a 30-day notification to BBC in the event of cancellation or modification of any stipulated insurance coverage. Licensing and insurance requirements will be examined and approved by the BBC Risk Management team prior to contract award.
- O.11. **Contract Service Standards.** All work performed pursuant to this solicitation must confirm and comply with all applicable federal, state, and local laws, statutes, and regulations.
- O.12. **Contract Payment.** In accordance with payment schedules, Contractor vendor will submit invoices to Accounts Payable Department, Building Better Communities, Inc. 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319.
- a. Final payment and release of retainage will be paid in full upon completion of all requirements. (Refer to Article 15 of General Conditions of the Construction Contract, Attachment C).

- b. Prior to the first Application for Payment, the CONTRACTOR shall submit to BBC, a schedule of values of the various portions of the Work, aggregating the total Contract Sum. Each item in the schedule, when approved by BBC, shall be used only as a basis for the CONTRACTOR'S Application for Payment.
 - c. Payment will be made no more than one per month. At each partial progress payment, ten percent (10%) of all monies earned by the contractor shall be retained by BBC until the project is totally completed as specified and accepted.
- O.13. **Invoicing Requirements.** 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. Subsequent to the first draw request, all invoices shall be accompanied by Partial Lien Waivers.
- a. All invoices must be itemized showing: Vendor's name, remit to address, purchase order number, service location (site name), and prices per the contract, itemized in order to facilitate contract auditing.
 - b. BBC will pay the properly completed and authorized invoice within thirty days of receipt. BBC will pay invoices by check or ACH.
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LAST PAGE OF DOCUMENT

List of Attachments included in this RFP

Attachment	Description
A	Proposal Submission Form
B	Profile of Firm Form
C	BBC Agreement General Conditions of Construction Contract
D	Bid Bond
E	HUD-92452M - Performance Bond - Dual Obligee
F	HUD-92452A-M - Payment Bond
G	Non-Collusive Affidavit
H	Drug Free Workplace Certification
I	Trench Safety Act
J	Fee Information
K	Warranty of Title
L	HUD-2328 - Contractor's and or Mortgagor
M	HUD-92442M Construction Contract
N	HUD-5372 Construction Progress Schedule
O	Final Receipt
P	Davis-Bacon WD # FL20210107
Q	Sworn Statement 287.133 - Public Entity Crimes
R	Certification Pursuant to Florida Statute FL 287.13
S	A201-2017 General Conditions of the Contract for Construction
T	Limited Power of Attorney
U	HUD-92554M (Supplementary Conditions)
V	4430.1 Appendix 8 (Identities of Interest)