



**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER IFB 20-286  
INVITATION FOR BID**

**LANDSCAPING SERVICES**

**DATE OF ISSUE: February 20, 2020**

**PRE-BID MEETING: March 2, 2020, 10 AM EST**

**BID DUE DATE: March 26, 2020, 2:00 PM EST**

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

**CONTACT: TEISHA PALMER  
BROWARD COUNTY HOUSING AUTHORITY  
4780 NORTH STATE ROAD 7  
LAUDERDALE LAKES, FL 33319  
TELEPHONE: 954-739-1114, EXTENSION 1366  
E-MAIL: tpalmer@bchaf1.org**

## TABLE OF CONTENTS

<b>1. Introduction</b> .....	3
<b>2. Solicitation Background and Anticipated Schedule</b> .....	3
<b>3. Reservation of Rights</b> .....	4
<b>4. Scope of Work</b> .....	5
4.12 Contractor's Responsibility.....	9
4.13 BCHA's Responsibilities.....	11
<b>5. Response</b> .....	12
5.1 Licensing and Insurance Requirements.....	12
5.2 Bid Guaranty (Bid Bond).....	13
5.3 Proposed Services (Attachment C).....	13
5.4 Client References (Attachment D).....	14
5.5 Site Visits.....	14
5.6 Pre-Bid Meeting.....	16
5.7 Bid Submission.....	16
5.16 Responsible Evaluation.....	19
<b>6. Basis for Award</b> .....	22
6.4 Contract Document.....	23
6.5 Contract Terms and Conditions.....	23
6.6 Contract Service Standards.....	25
<b>7. Contract Payment</b> .....	25

**1. Introduction**

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

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

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

BCHA maintains a website at <http://www.bchaf1.org> with information for clients, landlords, prospective business partners, and the public at large.

**2. Solicitation Background and Anticipated Schedule**

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

It is the intention of BCHA to award a contract for a term of two (2) years with three (3) one (1) year renewal option periods.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Specialist. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by BCHA.

This solicitation is subject to the BCHA Procurement Policy, as revised September 26, 2017, a copy of which will be provided upon request.

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

Anticipated Solicitation Schedule Event	Date (and Time)
IFB Published to BCHA Website and Demandstar	February 20, 2020
Site Visits	February 27, 2020
Pre-Bid Meeting	March 2, 2020 10:00 AM EST
Deadline for Receipt of Questions via E-Mail	March 4, 2020, 2:00 PM EST
Date of Addendum for Response to Questions	March 9, 2020
Deadline for Bid Submissions	March 26, 2020, 2:00 P.M. EST
Public Bid Opening	March 26, 2020, 2:05 PM EST
Approval by Board of Commissioners	April 21, 2020

### 3. Reservation of Rights

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

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

#### 4. Scope of Work

The successful Bidder will establish a comprehensive service schedule that brings quality, prompt and professional services to the properties under BCHA's management. The successful Bidder will submit a schedule indicating service dates for a 3 month period, one (1) month prior to commencement at each location. Contractor will notify Property Manager or Contact Person as to any changes in schedule due to unforeseen conditions, such as deterrent weather.

##### 4.1.1 Routine Service

- The total contract price shall be based on the mowing of all sites, twenty-seven (27) times during the general period beginning approximately May 1, 2020 and ending April 30, 2022.
- The Contractor shall mow each designated area no more than twenty-seven (27) times and shall not mow any area before or after the contract period without specific written permission from BCHA. BCHA reserves the right to impose penalties upon any Bidder who fails to adhere to the mowing frequency as specified.
- The Contractor will inspect all turf areas to be mowed for loose trash and debris prior to mowing. Contractor will supply plastic bags and be responsible for the gathering, bagging and removal of all dead leaves, grass clippings and tree and shrub trimmings from walkways, driveways, parking lot areas, lawns, flower beds, playgrounds, etc. All cuttings and debris will be removed from properties.
- Debris must be collected by racking and bagging or vacuum (**No blower allowed**)
- It is expected that each site will be mowed once every 15 days, with the exception of the rainy season (July - September) where it is required to be mowed once every 10 days, although BCHA reserves the right to adjust this schedule due to turf growth rate, weather conditions, public use of particular areas, special events, or other factors.
- The Contractor will work with BCHA to determine when mowing frequencies need to be increased or decreased. Any increase or decrease in the number of mowing at one or more locations, shall not affect the per-unit pricing for mowing as proposed at the remaining locations. Should the number of mowing at one or more locations be increased or decreased, the contract price will be adjusted accordingly, based on the unit price proposed for the particular location(s) affected.

##### 4.1.2 Lot #1: Mowing

- a. The height of the grass is to be cut at approximately 3 inches using rotary type blade.
- b. Mower blades will be kept clean and sharp at all times to provide a quality cut.
- c. Mowing will be performed 27 times per year, no less than twice a month
- d. Mowing will be performed at locations specified in chart below (see page 8).

**4.1.3 Lot #2: Edging**

- a. Contractor will edge tree rings, plant beds, and edges near any building, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass.
- b. Edging will be performed 27 times per year, no less than twice a month
- c. Edging will be performed at locations specified in chart below (see page 8).

**4.1.4 Lot #3: Trimming**

- a. Contractor will trim around sprinkler heads so as not to interfere with or intercept water output.
- b. Contractor will trim and maintain isolated trees and shrubs to a maximum of 8 feet in height.
- c. Contractor will trim or remove low hanging leaves and/or branches to a height of at least 8 feet from the ground to provide sufficient non-obstructive clearance of all sidewalks, parking areas, entry ways, and parked vehicles.
- d. Contractor will trim hedges with gas or electric trimmers to maintain consistent height.
- e. Trimming will be performed as needed based on seasonal growth, upon request from BCHA, or no less than once a month.
- f. Trimming will be performed at locations specified in chart below (see page 8).

**4.1.5 Lot #4: Pruning**

- a. Contractor will prune shrubs and hedges with hand shears to provide shape, fullness, and blooms.
- b. Contractor will remove dead and broken palm fronds to maintain green foliage.
- c. Contractor will remove sucker growth from the base of trees by hand. No herbicides may be used for this purpose.
- d. Pruning will be performed as needed based on seasonal growth, upon request from BCHA, or no less than once a month.
- e. Pruning will be performed at locations specified in chart below (see page 8).

**4.1.6 Lot #5: Weeding**

- a. Contractor will remove and control weeds and other wild growth in and around ground beds, bushes, tree perimeters, shrubs, lawn areas, perimeter fencing (all fencing) and cracked areas in sidewalks, curbs, and parking lots by using appropriate herbicide or manually.
- b. Weeding will be performed as needed based on seasonal growth and while performing mowing, upon request from BCHA.
- c. Weeding will be performed at locations specified in chart below (see page 8).

**4.1.7 Work Hours and Locations**

Acceptable work hours are Monday through Friday from 8:30 a.m. until 5:00 p.m. Proposer will perform tasks specified within Scope of Work above at the locations below:

**PAGE IS INTENTIONALLY LEFT BLANK**

#	LOCATION	PROPERTY MANAGER	LOT #1 MOWING	LOT #2 EDGING	LOT #3 TRIMMING	LOT #4 PRUNING	LOT #5 WEEDING
1	Vacant Lots (Tallman Pines) Corner of NE 38th Court & Dixie Hwy., commercial lot & all 42 adjacent vacant lots to the West	Bill Sipala 954-547-7639 Derick Morgan Tel: 954-275-6408	Yes	Yes	Yes	N/A	N/A
2	Highland Gardens 331 NE 48th Street Deerfield Beach, FL 33064	Edith Galloza Tel: 954-847-9567	Yes	Yes	Yes	Yes	Yes
3	Griffin Gardens 4881 Griffin Road Davie, FL 33314	Edith Galloza Tel: 954-847-9567	Yes	Yes	Yes	Yes	Yes
4	Roosevelt Glen NW 12th Ct & NW 28th Ave Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567	Yes	Yes	Yes	Yes	Yes
5	Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567	Yes	Yes	Yes	Yes	Yes
6	Everglades Heights 2400 NW 22nd Street Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567	Yes	Yes	Yes	Yes	Yes
7	Park Ridge Court 5200 NE 5th Terrace Deerfield Beach, FL 33064	Edith Galloza Tel: 954-847-9567	Yes	Yes	Yes	Yes	Yes
8	Meyers Estates 2411 NW 7th Street Fort Lauderdale, FL 33311	Edith Galloza Tel: 954-847-9567	Yes	Yes	Yes	Yes	Yes
9	College Gardens 1555 SW 12 <sup>th</sup> Avenue Dania Beach, FL 33304	Curvis Jackson Tel: 954-325-3692	Yes	Yes	Yes	Yes	Yes
10	Ocean Drive Estates 101, 105 & 111 SE 9 <sup>th</sup> Ave Pompano Beach, FL 33060	Curvis Jackson Tel: 954-325-3692	Yes	Yes	Yes	Yes	Yes
11	LES Building 3220 N. 24 <sup>th</sup> Avenue Hollywood, FL 33020	Curvis Jackson Tel: 954-325-3692	Yes	Yes	Yes	Yes	Yes
12	Twin Oaks 4350 - 4370 NW 29 <sup>th</sup> Street Lauderdale Lakes, FL 33313	Curvis Jackson Tel: 954-325-3692	Yes	Yes	Yes	Yes	Yes
13	Villas of Pompano Beach 113 & 117 SE 11 <sup>th</sup> Avenue Pompano Beach, FL 33060	Curvis Jackson Tel: 954-325-3692	Yes	Yes	Yes	Yes	Yes
14	Manor at Middle River 1714 - 1738 N. Dixie Highway, Ft. Lauderdale Fl. 33305	Curvis Jackson Tel: 954-325-3692	Yes	Yes	Yes	Yes	Yes
15	Vacant Lot # 1 1860 NW 27 <sup>th</sup> , Street Oakland Park, FL 33311	Derick Morgan Tel: 954-275-6408	Yes	N/A	Yes	Yes	N/A
16	Vacant Lot # 2 SE corner of NW 27 <sup>th</sup> , Street & NW 19 <sup>th</sup> Ave., Oakland Park, FL 33311	Derick Morgan Tel: 954-275-6408	Yes	N/A	Yes	Yes	N/A
17	Crystal Lake Townhomes 2700 - 2740 N. 24th Avenue Hollywood, FL., 33020	Curvis Jackson Tel: 954-325-3692	Yes	Yes	Yes	Yes	Yes

## 4.2 Contractor's Responsibility

The awarded contractor shall be responsible for obtaining all necessary permits, inspections and licenses. The awarded contractor shall be familiar with all laws and regulations that may in any way affect the work. The cost/fees for permits must be included in the contractor's price and paid for by the contractor.

- 4.2.1 Contractor shall have available and ready at the award of the contract, qualified and experienced staff able to perform the work required. Contractor or his employees shall perform all work in a skilled, professional and safe manner.
- 4.2.2 Any penalties or fines imposed on BCHA or contractor for failure to obtain required licenses or permits shall be the sole responsibility of the contractor.
- 4.2.3 Contractor shall fully complete the work within 5 days from the issue date of the purchase order. No grace period shall be honored unless previously established and written authorization is granted by the purchasing director.
- 4.2.4 In the event that the contractor fails to complete the work within the timeframe set forth, and in compliance with the specifications and requirements contained within this solicitation, BCHA reserves the right to pursue alternate remedies which may include the termination of the contract for default.
- 4.2.5 All parts, materials and work furnished shall be of good quality and free from any defects and shall at all times be subject to BCHA's inspection and approval. Neither BCHA's inspection nor failure to inspect shall relieve contractor of any obligation hereunder. Upon completion of work, if in BCHA's or any inspecting entity's reasonable opinion, any work fails to conform to specifications, or is otherwise defective or unsatisfactory, contractor shall promptly remedy the same at contractor's expense.
- 4.2.6 Warranty: Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased for use under this contract.
- 4.2.7 Contractor shall be responsible for the cost of repairs resulting from negligent acts by his employees. Contractor shall report any ensuing damaged to furniture/appliances directly to the Regional Manager or Contact Person.
- 4.2.8 Contractor is responsible for the replacement or repair of any damage to A/C equipment and sprinkler systems caused by/during service.
  - 4.2.8.1 A wet check will be performed after each cut and Contractor will be responsible to replace any and all sprinkler heads that have been damage due to Contractor negligence without additional cost to BCHA.
- 4.2.9 Personnel: All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an

employee or agent of BCHA. BCHA may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on BCHA property is not in the best interest of BCHA.

- 4.2.10 Contractor shall have in its employ, or under its control, sufficient, qualified, experienced and competent personnel to perform work promptly and in accordance with a schedule or work program as approved by BCHA. Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. Contractor's employees shall perform all work in a skilled, professional and safe manner. Contractor shall be responsible for overseeing the work of all workers.
- 4.2.11 At least one employee of the contractor, assigned to any BCHA site must be able to fluently speak, read and communicate in the English language or the contractor must provide a translator for communication at the contractor's expense.
- 4.2.12 Each crewmember shall wear an identification card with a photograph and uniform that identifies him or her as a member of the contractor's workforce. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any BCHA site. It is recommended that all Proposers will adhere
- 4.2.13 Contractor shall provide a work order and have it signed by BCHA authorized person indicating completion and satisfaction of work performed. If work has not been performed to satisfaction and in accordance to scope of work, all noted deficiencies in service shall be immediately corrected by the Contractor. All corrections shall be made within two (2) business days after such deficiencies are reported to the Contractor by BCHA personnel. Repeated deficiencies may result in termination of contract. A copy of the work order is to be left on site and a copy is to be submitted with invoices.
- 4.2.14 Changes in personnel assigned to perform services during contract period will require additional approval and registration with BCHA. Only authorized personnel shall be granted access to the facilities.
- 4.2.15 Contractor's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of BCHA and the general public.
- 4.2.16 Smoking is **NOT** permitted in any BCHA residential unit and within 25 feet from the facility.
- 4.2.17 Contractor shall be responsible for informing their workmen that under no circumstances are they permitted to accept food or drink from any tenant.

- 4.2.18 Contractor shall perform work between the regular business hours of 8:30 AM and 5:00 PM. Permission to perform work before or after our scheduled working hours shall be obtained prior to start of such work by the Property Manager or designee employee. Contractor will perform tasks as specified within Scope of Work above.
- 4.2.19 Contractor shall ensure completed work is inspected by site staff preferable on the day service is performed or within 24 hours of service and all invoice/work-order signed. **Completed work must include "Irrigation Wet Check"**. Failure to do so may risk non-payment for services.
- 4.2.20 Clean up: Contractor shall remove all debris from properties upon completion of service. Property dumpsters and trash receptacles **MAY NOT** be used for this purpose. Contractor shall thoroughly clean up all areas where work has been involved including building exterior and parked vehicles.
- 4.2.21 Contractor shall not clean work-related equipment on BCHA property. Contractor shall not store equipment at any BCHA site except in areas designated by BCHA.
- 4.2.22 Keys and access to facilities: Contractor shall obtain keys from the authorized BCHA representative as follows: contractor's employees shall not admit anyone (except other contractor employees) to areas controlled by a key in their possession. If keys are lost, contractor shall reimburse BCHA for the actual cost of replacement keys, cores and labor.
- 4.2.23 The contractor shall submit properly identified products data and shop drawings (if and when required) prior to commencing work.
- 4.2.24 Contractor shall notify the Project Manager and Regional Manager no less than forty-eight (48) hours in advance of "start date" and shall take no more than the specified number of days written on the contract after Purchase Order (PO) and the permit are issued.
- 4.2.25 Contractor shall confine operations to work limits of the project, prevent damage to surroundings and restore damaged areas by repairing/replacing to match existing at contractor's own expense.
- 4.2.26 Some notes may overlap; should any note be in conflict, the strictest shall prevail.

### 4.3 BCHA's Responsibilities

- 4.3.1 BCHA will provide documents needed for the contractor to obtain work permits, if required.

- 4.3.2 BCHA will bear no responsibility for damage to contractor's equipment regardless of circumstances.
- 4.3.3 BCHA may provide contractor with a designated storage area, if available **such storage is only for the duration of the contract and at the contractor's own risk.**
- 4.3.4 BCHA will provide contractor's employees with access to common area restroom facilities during our regular business hours 8:30 AM to 5:00 PM Monday through Friday, if restroom facilities are available.

## 5. Response

### 5.1 Licensing and Insurance Requirements

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

- 5.1.1 A copy of the bidder's business license allowing the bidder to provide such services within Broward County, Florida;
- 5.1.2 If applicable, a copy of the bidder's license issued by the State of Florida licensing authority allowing the bidder to provide the services detailed herein;
- 5.1.3 The successful bidder agrees to maintain, on a primary basis and at its sole expense, at all times during the life of the contract the following insurance coverage, limits, including endorsements described herein.
- 5.1.4 Bidder agrees to provide an original certificate evidencing the bidder's current worker's compensation carrier and coverage amount. Elective exemptions or coverage through an employee leasing arrangement will **NOT** satisfy this requirement.
- 5.1.5 An original certificate evidencing Commercial General Liability coverage, naming BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy, evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to

premises and fire damage of \$50,000 and medical expenses any one person of \$5,000 with a deductible of not greater than \$1,000. Bidder agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. Coverage must also include premises and/or Operations Coverage.

- 5.1.6 Bidder agrees to provide an original certificate showing the bidder's vehicle insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of vehicle insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000; each must be furnished with the bidder's response.
- 5.1.7 Bidder agrees to provide BCHA with certificate(s) of insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect.
- 5.1.8 The requirements contained herein, as well as BCHA's review or acceptance shall not in any manner limit or qualify the liabilities or obligations assumed by the successful bidder under this agreement.
- 5.1.9 Bidder agrees, and hereby authorizes its insurers, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to events such as cancellation, non-renewal, reduction in coverage, or receipt of claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage.
- 5.1.10 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverage and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BCHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

## **5.2 Bid Guaranty (Bid Bond)**

Not Applicable

## **5.3 Proposed Services (Attachment C)**

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

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

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

#### **5.4 Client References (Attachment D)**

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

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

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

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

#### **5.5 Site Visits**

Site visits are strongly recommended. BCHA staff will only be available to show the property at the times listed on the schedule below.

Should bidder not visit site, BCHA will not be held responsible for incorrect fee proposed due to Bidder's misunderstanding of requirements, size and services required at the site.

#	LOCATION	SITE VISIT DATES & TIME	SITE CONTACT
1	Vacant Lots (Tallman Pines) Corner of NE 38th Court & Dixie Hwy., commercial lot & all 42 adjacent vacant lots to the West	February 27, 2020 @9:00AM	Bill Sipala Tel:954-547-7639 Email: bsipala@bchafll.org
2	Highland Gardens 331 NE 48th St Deerfield Beach, FL 33064	February 27, 2020 @ 9:30AM	Edith Galloza Tel: 954-847-9567 E-mail: egalloza@bchafll.org
3	Park Ridge Court 5200 NE 5th Terrace Deerfield Beach, FL 33064	February 27, 2020 @ 10:00AM	Edith Galloza Tel: 954-847-9567 E-mail: egalloza@bchafll.org
4	Ocean Drive Estates 101, 105 & 111 SE 9 <sup>th</sup> Ave Pompano Beach, FL 33060	February 27, 2020 @ 10:45AM	Curvis Jackson Tel: 954-325-3692 E-mail: cljackson@bchafll.org
5	Villas of Pompano Beach 113 & 117 SE 11 <sup>th</sup> Avenue Pompano Beach, FL 33060	February 27, 2020 @ 11:30AM	Curvis Jackson Tel: 954-325-3692 E-mail: cljackson@bchafll.org
6	College Gardens 1555 SW 12 <sup>th</sup> Avenue Dania Beach, FL 33304	February 27, 2020 @ 12:30PM	Curvis Jackson Tel: 954-325-3692 E-mail: cljackson@bchafll.org
7	LES Building 3220 N. 24 <sup>th</sup> Avenue Hollywood, FL 33020	February 27, 2020 @ 1:00PM	Curvis Jackson Tel: 954-325-3692 E-mail: cljackson@bchafll.org
8	Everglades Heights 2400 NW 22nd St Fort Lauderdale, FL 33311	February 27, 2020 @ 2:00PM	Edith Galloza Tel: 954-847-9567 E-mail: egalloza@bchafll.org
9	Roosevelt Glen NW 12th Ct & NW 28th Ave Fort Lauderdale, FL 33311	February 27, 2020 @ 2:30PM	Edith Galloza Tel: 954-847-9567 E-mail: egalloza@bchafll.org
10	Meyers Estates 2411 NW 7th St Fort Lauderdale, FL 33311	February 27, 2020 @ 3:00PM	Edith Galloza Tel: 954-847-9567 E-mail: egalloza@bchafll.org
11	Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	February 27, 2020 @ 3:30PM	Edith Galloza Tel: 954-847-9567 E-mail: egalloza@bchafll.org
12	Twin Oaks 4350 - 4370 NW 29 <sup>th</sup> Street Lauderdale Lakes, FL 33313	February 27, 2020 @ 4:00PM	Curvis Jackson Tel: 954-325-3692 E-mail: cljackson@bchafll.org
13	Griffin Gardens 4881 Griffin Road Davie, FL 33314	February 27, 2020 @ 4:30PM	Edith Galloza Tel: 954-847-9567 E-mail: egalloza@bchafll.org
14	Manors at Middle River 1714 - 1738 N. Dixie Hwy Ft. Lauderdale, FL 33305	February 27, 2020 @ 5:00PM	Curvis Jackson Tel: 954-325-3692 E-mail: cljackson@bchafll.org
15	Vacant Lot #1 1860 NW 27 <sup>th</sup> , Street Oakland Park, Fl. 33311	February 27, 2020 @ 5:30PM	Derick Morgan Tel: 954-275-6408 E-mail: dmorgan@bchafll.org
16	Vacant Lot #2 SE Corner of NW 27 <sup>th</sup> Street & NW 19 <sup>th</sup> Ave., Oakland Park, Fl. 33311	February 27, 2020 @ 6:00PM	Derick Morgan Tel: 954-275-6408 E-mail: dmorgan@bchafll.org

#	LOCATION	SITE VISIT DATES & TIME	SITE CONTACT
17	Crystal Lake Townhomes 2700 – 2740 N. 24th Avenue Hollywood, FL., 33020	February 27, 2020 @ 1:45PM (with LES Building above)	Curvis Jackson Tel: 954-325-3692 E-mail: cljackson@bchafl.org

## 5.6 Pre-Bid Meeting

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

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

## 5.7 Bid Submission

All bid responses submitted pursuant to this solicitation shall be formatted in accordance with the sequence noted following. Each category should be separated by numbered index dividers (which number extends so that each tab can be located without opening the response) and labeled with the corresponding tab reference also noted below.

Tab	Contents
1	Proposal Submission Form: <b>Attachment A</b> of this solicitation document.
2	Profile of Firm Form: <b>Attachment B</b> of this solicitation document with IRS Form W-9, license, and insurance certificates.
3	Proposed Services: <b>Attachment C</b> of this solicitation document and MSDS. See Section 5.3 above.
4	Client References: <b>Attachment D</b> of this solicitation document. See Section 5.4 above.
5	Fee Information: <b>Attachment E</b> of this solicitation document. See Section 4 above.
6	Form HUD-5369-C, Certifications and Representation of Offers for Non-Construction Contract, Public and Indian Housing Programs: Complete the form found at <a href="https://www.hud.gov/sites/documents/DOC_12132.PDF">https://www.hud.gov/sites/documents/DOC_12132.PDF</a> , See <b>Attachment H</b>
7	Forms: Scrutinized Companies Section 287.135 Florida Statutes - <b>Attachment I</b> , and Sworn Statement Section 287.133 (3) (A) Florida Statutes - <b>Attachment J</b> , must be executed and returned with attached proposal to be considered.

- 5.7.1 It is preferable and recommended that the response be bound in such a manner that BCHA can, if needed, remove the binding to make copies then return the response to its original condition. BCHA suggests that either comb type binding or three ring binding be used.
- 5.7.2 All bid responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.
- 5.7.3 **The bidder shall submit one (1) original signature copy (marked "ORIGINAL") and one (1) exact copy.** They shall be placed **unfolded** in a sealed package and addressed to:

**Broward County Housing Authority  
Attn: Teisha Palmer  
4780 North State Road 7  
Lauderdale Lakes, FL 33319**

### **5.8 Submission Responsibilities**

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

- 5.8.1 Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if such additional marks, notations, or requirements are entered on any of the documents submitted, such may invalidate that response.
- 5.8.2 Bidders shall address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet of this document. Bidders shall not make inquiry or communicate with any other BCHA staff member or official, including the Audit Committee and the Board of Commissioners, pertaining to this solicitation. Failure to comply with this requirement may be cause for BCHA to disqualify from consideration a response submitted by the bidder doing so.
- 5.8.3 All questions shall be submitted via e-mail to the contact person named on the cover sheet of this document. Questions will not be accepted via telephone. Responses to questions shall be made via the form of addenda and/or a Questions and Answers (Q&A) format which will be posted on the BCHA website and on Demandstar.

## 5.9 Compliance with Law

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

- 5.10 Bidders are subject to *Instructions to Bidders for Contracts, Public and Indian Housing Programs*, HUD Form 5369-B, at <https://www.hud.gov/sites/documents/5369-B.PDF>.
- 5.11 Bidders are subject to *General Conditions for Non-Construction Contracts - Public Housing Programs*, HUD Form 5370-C, at [https://www.hud.gov/sites/documents/DOC\\_12588.PDF](https://www.hud.gov/sites/documents/DOC_12588.PDF)
- 5.12 Bidders are subject to *24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons* commonly referred to as Section 3, at <https://files.hudexchange.info/resources/documents/24-Cfr-Part-135-Section-3-Regulations.pdf>. The bidder shall be required to, as detailed therein, to the greatest extent feasible ... "provide economic opportunities to low- and very-low income persons," meaning, if the bidder must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.
- 5.13 Bidders are subject to *Maintenance Wage Rate Determination for Routine Maintenance*, HUD General Decision Number: FL MWRD 2019-10-FL010A, included as an attachment to this solicitation document, for work classifications of as appropriate to the work being performed. Bidder acknowledges that he/she will not pay his/her employees at rates less than detailed on the applicable Wage Rate Determination (Davis-Bacon). The contractor will be required to submit certified payrolls; the contractor must make its payroll records available to BCHA or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due its employees. **See Attachment G** for the Wage Rate Determination currently in effect. Future Wage Rate Determinations will apply and will be provided to the contractor as available.

#### 5.14 **Bid Evaluation – Public Bid Opening**

At the set date and time, all bids received will be opened and publicly read aloud by the Procurement Specialist/BCHA staff, including the company name of the bidder and the total calculated costs proposed. At the bid opening BCHA will only disclose the following information: (a) the company name of each bidder; (b) the calculated total amount bid. The bids will not be made available for inspection by anyone at this time; BCHA will, at a later time, review all bids in detail and will in a timely manner, within thirty (30) days, notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible.

5.14.1 BCHA reserves the right to, as determined by BCHA, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

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

#### 5.15 **Responsive Evaluation**

After the public opening, the bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the published requirements). BCHA reserves the right to reject any bid deemed as not minimally responsive. Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by BCHA in a timely manner; no less than thirty (30) days after such determination is made.

#### 5.16 **Responsible Evaluation**

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

5.16.1 In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder shall, upon request of the BCHA, promptly make available for the BCHA’s review a complete itemization and breakdown of its Total Bid amount, a description of the Bidder’s understanding of the Work, and a proposed schedule. Prior to award, upon request of the BCHA, the Bidder and proposed subcontractors and suppliers shall attend a bid evaluation meeting with the BCHA, and shall bring to the meeting any documents requested by the

BCHA to assist the BCHA in evaluating the bid and the Bidder's understanding of the Project. In the event the Bidder refuses to provide the requested information or attend the bid evaluation meeting, the BCHA may reject the bid as non-responsive.

5.16.2 Depending on the amount of the award (typically for awards greater than \$100,000), it is possible that BCHA may take such contract award to the BCHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

#### **5.17 Notices**

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

**Teisha Palmer  
Broward County Housing Authority  
4780 N State Road 7  
Lauderdale Lakes, FL 33319**

#### **5.18 Protest**

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

#### **5.19 Appeals and Remedies**

If a protestor is not satisfied with the decision of the Procurement Specialist, he or she may appeal to the CEO. Such appeals shall be in writing (see above) and must be submitted within five (5) days after the Procurement Specialist's written decision is released. The written documentation is to include language that details how the written decision of the Procurement Specialist is in error. The decision of BCHA's CEO shall be final, and no further appeal shall be authorized within the Broward County Authority.

## 5.20 Public Access to Procurement Record

- 5.20.1 The BCHA is a public agency subjected to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida's Public Records Law. Specifically, the awarded Vendor shall:
- 5.20.1.1 Keep and maintain public records required by BCHA in order to perform the service;
  - 5.20.1.2 Upon request from BCHA's custodian of public records, provide the public agency with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.
  - 5.20.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to BCHA;
  - 5.20.1.4 Upon completion of the contract, transfer, at no cost to BCHA, all public records in possession of the Vendor, or keep and maintain public records BCHA upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.
  - 5.20.1.5 During the term of the contract, the Vendor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subjected to the approval of BCHA. The Vendor agrees to make available to BCHA, during normal business hours and in Broward, Dade or Palm Beach Counties, all books or account, reports and records relating to this contract.
  - 5.20.1.6 PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT:

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

#### 5.21 **Amendment to Solicitation**

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

#### 5.22 **Restrictions**

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

#### 5.23 **Cost and Price Information**

BCHA is requesting that the Proposer provide cost/pricing for service requirements as outlined in the Scope of Work. Prices proposed shall include all labor, materials, and any other costs associated with the project. The initial contract period shall start on date of award and shall terminate two (2) year from that date. The Proposer will complete delivery and BCHA will receive delivery on any orders submitted to the Proposer prior to the date of expiration.

### 6. **Basis for Award**

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

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

published; and in any case BCHA has no power or authority to negotiate any clauses contained within any attached HUD document.

## **6.2 BCHA Authorized Procurement Authority**

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

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

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

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

## **6.4 Contract Document**

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

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

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

## **6.5 Contract Terms and Conditions**

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

- 6.5.1 **Assignment of Personnel:** BCHA shall reserve the right to demand and receive a change in personnel assigned to the work if BCHA believes that such change is in its best interest and in the completion of the assigned work.
- 6.5.2 **Unauthorized Sub-Contracting:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation document (including, but not limited to selling or transferring the contract) without the prior written consent of BCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BCHA shall be void and may result in the cancellation of the contract with BCHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by BCHA.
- 6.5.3 **Insurance Requirements:** Licensing and insurance requirements will be examined and approved by the BCHA Risk Management prior to contract award.
- 6.5.4 Prior to award but not as a part of the proposal submission, the successful vendor will be required to provide an original certificate evidencing insurance coverage as described in Section 5 above, naming BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy. BCHA shall be named as the Certificate Holder using the following name address:

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

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

## **6.6 Contract Service Standards**

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

## **7. Contract Payment**

Following the performance of work, the contractor will submit an invoice to Accounts Payable Department, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida 33319.

7.1 A Purchase Order will be issued to the successful bidder after award and after receipt of the documents specified herein.

7.2 BCHA will make no advance payments for the goods and/or services that are subject of this IFB, unless otherwise noted in the contract. Invoices may be submitted on no more than a monthly basis.

7.3 Contractor invoices shall reflect the prices established for the items on this contract for all orders placed by BCHA even though the Contract number and/or the correct prices may not be referenced on each order. Only properly submitted invoices will be officially processed for payment. Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

7.4 Each invoice must detail the service and location at which performed accompanied by a copy of work order signed by the property manager or contact person indicating satisfactory completion of work. A separate invoice must be submitted for each date and location.

7.5 BCHA will pay the properly completed and authorized invoice within thirty days.

7.6 BCHA will pay invoices by check or ACH.

---

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

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER IFB 20-286**

**LANDSCAPING SERVICES**

**PROPOSAL SUBMISSION FORM – ATTACHMENT A**

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

X=Included	Tab	Contents
	1	Proposal Submission Form: <b>Attachment A</b> of this solicitation document.
	2	Profile of Firm Form: <b>Attachment B</b> of this solicitation document. Note that this document has two pages.
	3	Proposed Services: <b>Attachment C</b> of this solicitation document, addressing requirements as listed within solicitation document.
	4	Client References: <b>Attachment D</b> of this solicitation document, addressing requirements as listed within solicitation document.
	5	Fee Information: <b>Attachment E</b> of this solicitation document, addressing requirements as listed within solicitation document.
	6	Form HUD-5369-C, Certifications and Representation of Offers for Non-Construction Contract, Public and Indian Housing Programs: Complete the form found at <a href="https://www.hud.gov/sites/documents/DOC_12132.PDF">https://www.hud.gov/sites/documents/DOC_12132.PDF</a> , <b>See Attachment H</b>
	7	Forms: Scrutinized Companies Section 287.135 Florida Statutes - <b>Attachment I</b> , and Sworn Statement Section 287.133 (3) (A) Florida Statutes - <b>Attachment J</b> , must be executed and returned with attached proposal to be considered.

**CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:**  
  
 \_\_\_\_\_ **ONE (1) ORIGINAL AND \_\_\_\_\_ ONE (1) COPIES OF YOUR PROPOSAL.**

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

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

**PROPOSAL SUBMISSION FORM – ATTACHMENT A CONT'D**

<b>Signature</b>	
<b>Title</b>	
<b>Date Signed</b>	
<b>Printed Name</b>	
<b>Firm or Company</b>	

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFQ 20-286**

**LANDSCAPING SERVICES**

**PROFILE OF FIRM FORM – ATTACHMENT B**

**1. Proposer Information**

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

2. Complete and attach IRS Form W-9, found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> . This completed form should be submitted with the proposal, or must be submitted within three (3) working days of the BCHA's request.
  
3. Debarred Statement: Has the firm or any principal(s) ever been debarred from providing any services to the federal government, any state government, or any local government agency?  
 Yes     No  
 If yes, please attach a full detailed explanation, including dates, circumstances and current status.
  
4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner or Officer of BCHA?  
 Yes     No  
 If yes, please attach a full detailed explanation, including dates, circumstances and current status.
  
5. This business is owned and operated by persons at least 51% of the following ethnic background:  
 Asian/Pacific  / Black  /Hasidic Jew  /Hispanic  /Native  Americans /White
  
6. This business qualifies as: Section 3 / Small Business / Woman Owned
  
7. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal fee of affiant or of any other proposer, to fix overhead, profit, or cost element of said proposal fee, or that of any other proposer or to secure any advantage against BCHA or any person interested in the proposed contract; and that all statements in said proposal are true.

**8. Licensing and Insurance Information**

Business License Jurisdiction, Number, and Expiration Date	
Worker's Comp Carrier, Policy Number, and Expiration Date	
General Liability Carrier, Policy Number, and Expiration Date	
Professional Liability Carrier, Policy Number, and Expiration Date	<b>NOT APPLICABLE ( N/A)</b>
Vehicle Insurance Carrier, Policy Number, and Expiration Date	

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

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER IFB 20-286**

**LANDSCAPING SERVICES**

**PROPOSED SERVICES – ATTACHMENT C**

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

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

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



**IFB 20-286 – LANDSCAPING SERVICES  
FEE INFORMATION ATTACHMENT E**

**Instructions:** Page 1, **Routine Services:** Please indicate the cost of each Lot per site as specified herein. Yearly cost shall include all labor, materials, equipment and associated costs. Please complete and sign Page 2.

LOCATION	Frequency 27 x Year	Frequency 24 x Year	Frequency 24 x Year	Frequency 12 x Year	Frequency 12 x Year	TOTAL COST
	LOT #1 MOWING	LOT #2 EDGING	LOT #3 TRIMMING	LOT #4 PRUNING	LOT #5 WEEDING	
Vacant Lots (Tallman Pines) Corner of NE 38 <sup>th</sup> Court & Dixie Hwy., commercial lot & all 42 adjacent vacant lots to the West	\$ _____	\$ _____	\$ _____	N/A	N/A	\$ _____ / Site Total
Highland Gardens I 331 NE 48th St Deerfield Beach, FL 33064	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Griffin Gardens 4881 Griffin Rd Davie, FL 33314	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Roosevelt Glen NW 12th Ct & NW 28th Ave Fort Lauderdale, FL 33311	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Auburn Gardens 3331-3481 Auburn Blvd Fort Lauderdale, FL 33311	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Everglades Heights 2400 NW 22nd St Fort Lauderdale, FL 33311	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Park Ridge Court 5200 NE 5th Terrace Deerfield Beach, FL 33064	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Meyers Estates 2411 NW 7th St Fort Lauderdale, FL 33311	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
College Gardens 1555 SW 12 <sup>th</sup> Avenue Dania Beach, FL 33304	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Ocean Drive Estates 101, 105 & 111 SE 9 <sup>th</sup> Ave Pompano Beach, FL 33060	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
LES Building 3220 N, 24 <sup>th</sup> Avenue Hollywood, FL 33020	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Twin Oaks 4350 - 4370 NW 29 <sup>th</sup> Street Lauderdale Lakes, FL 33313	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Villas of Pompano Beach 113 & 117 SE 11 <sup>th</sup> Avenue Pompano Beach, FL 33060	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Manor at Middle River 1714-1738 N. Dixie Hwy Ft. Lauderdale, FL 33305	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ / Site Total
Vacant Lot #1 1860 NW 27 <sup>th</sup> , Street Oakland Park, FL 33311	\$ _____	N/A	\$ _____	\$ _____	N/A	\$ _____ / Site Total
Vacant Lot #2 SE Corner of NW 27 <sup>th</sup> Street & NW 19 <sup>th</sup> Ave., Oakland Park, FL 33311	\$ _____	N/A	\$ _____	\$ _____	N/A	\$ _____ / Site Total

**IFB 20-286 – LANDSCAPING SERVICES  
FEE INFORMATION ATTACHMENT E**

**Instructions:** Page 1, **Routine Services:** Please indicate the cost of each Lot per site as specified herein. Yearly cost shall include all labor, materials, equipment and associated costs. Please complete and sign Page 2.

Crystal Lake Townhomes 2700 – 2740 N. 24 <sup>th</sup> Avenue Hollywood, Fl., 33020	\$ _____	N/A	\$ _____	\$ _____	N/A	\$ _____ / Site Total
---	----------	-----	----------	----------	-----	--------------------------

**Annual Cost:**           \$ \_\_\_\_\_ /1 Year

**Two Year Cost:**       \$ \_\_\_\_\_ /2 Years

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**FORM OF CONTRACT**

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

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

**Article I - Statement of Work:** The Contractor shall furnish all labor, material, permit, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for IFB 20-286: Lawn Services.

This is in strict accordance with the specifications dated \_\_\_ as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for \_\_\_ years, expiring on \_\_\_\_\_; with \_\_\_ four (4) one (1) year renewal option periods.

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

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

- a) This instrument
- b) Specifications, Terms and Conditions contained in IFB 20-286
- c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- d) Licenses
- e) Board Resolution Number \_\_\_
- f) HUD Maintenance Wage Rate Determination

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

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

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

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
SS#

\_\_\_\_\_  
ATTEST

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name/Title \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BROWARD COUNTY HOUSING AUTHORITY**

By: \_\_\_\_\_

Ann Deibert, Chief Executive Officer

<b>Maintenance Wage Rate Determination</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>	<b>HUD FORM 52158 (04/2005)</b>
--	---	-------------------------------------

Agency Name: <b>BROWARD COUNTY HOUSING AUTHORITY</b>	LR 2000 Agency ID No: <b>FL010A</b>	Wage Decision Type: <input checked="" type="checkbox"/> <b>Routine Maintenance</b> <input type="checkbox"/> <b>Nonroutine Maintenance</b>
Effective Date: <b>10/01/2019</b>	Expiration Date: <b>09/30/2021</b>	

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

**Steven A. Bales** /s/ *Steven A. Bales*  
**Labor Relations Specialist**  
 HUD Labor Relations  
 (Name, Title, Signature)

**08/01/2019**  
 Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Repair Person	\$14.81	
Maintenance Assistant	\$13.28	
Janitor	\$9.37	
Grounds Worker – unskilled	\$8.56	
<b>TRADES FOR MAINTENANCE CONTRACTS</b>		
Elevator Installer/Repairer	\$41.95	
Electrician	\$19.24	
Grounds Worker – Unskilled	\$8.68	
HVAC Mechanic	\$17.83	
Landscaper/Groundskeeper	\$10.95	
Painter	\$14.57	
Plumber	\$18.76	
Tree Trimmer/Pruner	\$10.95	
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.  (HUD Labor Relations: If applicable, check box and initial below.)  _____ LR Staff Initial

	<b>FOR HUD USE ONLY</b> LR2000:  Log in:  Log out:
--	---

**Certifications and  
Representations  
of Offerors  
Non-Construction Contract**

ATTACHMENT H

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

**2. Small, Minority, Women-Owned Business Concern Representation**

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans                       Asian Pacific Americans
- Hispanic Americans                       Asian Indian Americans
- Native Americans                       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---



**CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the BCHA from:

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

# ATTACHMENT I

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

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

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

---

COMPANY NAME

---

SIGNATURE

---

PRINT NAME

---

TITLE

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



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

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

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

1. The business address of  
(name of Offeror or business) is.
  
2. My relationship to \_\_\_\_\_  
  
(name of Offeror or business) is \_\_\_\_\_ (Relationship such as sole proprietor, partner, president, vice president).
  
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency political subdivision of any state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
  
4. I understand that “convicted” or “conviction” is defined by the Florida Statutes to mean a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
  
5. I understand that “affiliate” is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime or (2) an entity under the control of any natural person who is active in management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

# ATTACHMENT J

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
  
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted or affiliate is \_\_\_\_\_ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who

has produced \_\_\_\_\_ as identification and who did take an oath.

WITNESS my hand  
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
  - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
  - (3) letter or telegram, or
  - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

=====

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

=====

#### 1. Minimum Wages

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

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

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
  - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
  - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

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

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

---

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

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

#### **7. Subcontracts**

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

#### **8. Non-Federal Prevailing Wage Rates**

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