RFQ 21-303, Griffin Gardens II - Owner's Representative/Construction Manager



BROWARD COUNTY HOUSING AUTHORITY SOLICITATION NUMBER RFQ 21-303 REQUEST FOR QUALIFICATIONS (RFQ)

GRIFFIN GARDENS II – OWNER'S REPRESENTATIVE/CONSTRUCTION MANAGER

Date of Issue: July 20, 2021 Questions Due: July 30, 2021, 10:00 am EST Proposal Submission Date: August 11, 2021, 2:00 pm EST

Please check BCHA's website and/or DemandStar for Addenda and changes before submitting your bid.

Contact: Emmarie Yavneh Purchasing Office Broward County Housing Authority 4780 North State Road 7 Lauderdale Lakes, FL 33319 Telephone: 954-739-1114, Extension 1513 e-mail: purchasing@bchafl.org

1. Introduction, Background and Anticipated Schedule

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 Request for Qualifications (RFQ) or in the contract resulting from the selection process shall be construed to create any contractual relationship between the successful Proposer and HUD.

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

The purpose of this RFQ is to solicit firms to provide the Broward County Housing Authority Owner's Representative Services for the pre-construction, construction, and post-construction stages of the Griffin Gardens II project. Griffin Gardens II is the construction of 76 units – 5 story building for the housing of the elderly.

BCHA is inviting firms interested in providing representation services as describe within the Specification and this RFQ document to submit a statement of qualifications. Firms responding to the RFQ must submit all the information by the due date.

This solicitation will be a budgetary ceiling contract. The contract will have a maximum limiting amount of \$150,000.00 total.

The BCHA Contracting Officer intends to recommend an award to the Board of Directors. A recommendation will be based on the responsiveness of the firm's information to the evaluation factors, which responses will demonstrate the firm's understanding of said factors and the firm's capacity to perform the required services under this RFQ.

This solicitation is subject to the Procurement Handbook for Public Housing Agencies (7460.8 Rev-2), available at https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608 and BCHA Procurement Policy, as revised April 21, 2020, a copy of which is available at https://bchafl.org.

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

Anticipated Solicitation Schedule Event	Date (and Time)
RFQ Published	Tuesday, July 20, 2021
Deadline for Receipt of Questions and/or Comments via E-Mail	Friday, July 30, 2021 by 10:00 am
Last Date of issuance of Addenda	Thursday, August 5, 2021
Deadline for Proposal Submissions	Wednesday, August 11, 2021 by 2:00 pm
Evaluation Committee Review of Proposals/Shortlisting	Friday, August 20, 2021
Interviews, if necessary, and/or Negotiations	August 30 – September 2
Approval by Board of Commissioners – Anticipated Date	Tuesday, September 21, 2021

2. **Reservation of Rights**

- 2.1 BCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BCHA to be in its best interest.
- 2.2 BCHA reserves the right not to recommend award a contract pursuant to this solicitation.
- 2.3 BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for convenience or for contractor default upon ten (10) days written notice to the successful firm (s).
- 2.4 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 proposals without the written consent of the Contracting Officer.
- 2.5 BCHA reserves the right to negotiate the fees submitted.
- 2.6 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 proposer to check for addenda or corrections and adhere to any revised requirements.
- 2.7 BCHA does not have any obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 2.8 BCHA reserves its right to a trial by jury in the event of legal action arising from this solicitation or any contract entered into pursuant to this solicitation.
- 2.9 Jurisdiction for any legal proceedings arising from this contract will be in Broward County.

2.10 This request for proposal and any subsequent contract supersedes any other agreement with contractor/firm.

3.0 Scope of Work

Details of the services, information and items to be furnished by the Firm are described in Specifications – Exhibit A, attached hereto and made a part hereof.

4.0 **Response Submission - Proposal**

BCHA will receive submittals of proposals electronically through DemandStar at www.demandstar.com.

In order to submit a proposal electronically through DemandStar, the firm must be registered with DemandStar. The firm's participation on DemandStar is free to parties interested in viewing and downloading documents as well as submitting proposals. Bid documents may be obtained electronically on DemandStar at https://network.demandStar.com/agencies/florida/broward-county

housingauthority/procurement-opportunities/41951b11-ecf0-4d19-8fc2-778b0dbc5714/

and on Vendor Registry through the following link: <u>https://vrapp.firmregistry.com/Bids/View/BidsList?buyerId=fa7c46a4-0264-4ed8-a964-aa745868d2ca</u>

Instruction on the "DemandStar ebid" is attached to this document.

Proposers are requested to submit SEPARATE Adobe PDF files attachments and be marked as follows:

- ✓ File 1 Part 1 Evaluation Criteria Responses Technical Proposal
- ✓ File 2 Part 2 Resumes and Organizational Chart
- ✓ Other Files Part 3 Forms, Licenses, and Addendums (if any).
- Limit the size of the digital proposal to no larger than 100 MB for each submission;
- Format and enable file submissions for printing in page letter size only;
- Follow the attached instructions on "Responding to an Electronic Bid" on DemandStar.
- Contact DemandStar support at support@demandstar.com or call technical assistance at (206) 940-0305 in the event of technical difficulties when submitting documents.

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

All responses submitted pursuant to this solicitation shall be formatted in accordance with the following table.

Firms must include in the proposal all information requested herein.

File 1	Content
Part 1	Evaluation Criteria Response - Technical Proposal (6 pages maximum)

File 2	Content
Part 2	Resumes (2 pages maximum each resume) and Organizational Chart
Other Files	Content
Part 3	Forms, Licenses and Addendums (if any) Forms: Form A – Profile of Firm Form B – Sworn Statement Under Section 287.133(3)(A) Form C – Certification Pursuant to Florida Statute 287.135 Form D – Client References

5.0 Evaluation Criteria Response – Technical Proposal

The proposed evaluation is an initial process designed to elicit a short list of firms; with the contract awarded not necessarily to the firm of least cost, but rather to the firm with the best combination of attributes (i.e. qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFQ. The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of BCHA.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the firm's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Qualifications. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by BCHA to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission.

5.1 Evaluation Method and Award Process

Each proposal will first be evaluated for responsiveness (i.e., meets the minimum qualifications of the published requirements). BCHA reserves the right to reject any proposals deemed as not minimally responsive.

BCHA will form an Evaluation Review Committee to review proposals and make recommendation to the Contracting Officer and the Board of Commissioners for selection based on, but not limited to, the evaluation factors set forth above. Factors not specified in the RFQ will not be considered. BCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFQ.

After the individual evaluations, the committee will determine the top proposals (shortlist) that have an acceptable or above scoring based on the scoring guide below. This meeting will be a public meeting. Scoring Guide: 0 to 49 points - Non-Responsive or No Response 50 to 69 points - Marginal 70 to 89 points - Acceptable90 to 99 points - Exceeds Acceptable100 points - Outstanding in all Respects

After the ranking of the shortlisted Firms, BCHA will request to the shortlisted Firms to submit a completed copy of the Fee Proposal with support information to BCHA. Pricing negotiations will begin with the number one ranked Firm.

Final award will be approved by the BCHA Board of Commissioners.

BCHA will decide of whether, in the opinion of BCHA, the firm is capable of undertaking and completing the RFQ scope of work delineated within this RFQ in a satisfactory manner. BCHA will award a contract only to a responsible firm that has the ability to successfully perform under the terms of this RFQ. BCHA's determination includes an assessment of the firm's technical resources/ability to perform the scope of work in accordance with the RFQ requirements. The responsibility determination also includes consideration of a firm's integrity, compliance with public policy, past performance with BCHA (if any), and eligibility to perform scopes of work that are funded by the Federal, State or local government (e.g., debarment/suspension for any Federal, State or local government).

Each evaluation factor will be rated and assigned points using the scoring guide below.

Factor	Points	Description	
1	20	irm Capabilities	
2	25	ast Performance	
3	20	Experience – Experience in similar or relevant projects by individuals who would be assigned to this project.	
4	20	Qualifications/Key Assigned Staff	
5	10	Location of Firm, and Ability to Respond in a Timely Manner	
6	5	Current/Future Workload	
Total	100		

5.2 Evaluation Factors Response – Technical Proposals

Evaluation Factor 1 – Firm Capabilities (20 points)

a. Please state the type of software, involvement of the client in the planning & quality assurance process.

Evaluation Factor 2 – Past Performance (25 points)

- a. Summarize in a statement your past performance working with housing organizations and/or the nonprofit industry as it relates to the requirements of this solicitation.
- b. Provide evidence of past performance by providing references, as a separate item from this section. A minimum of three (3) references from your client list within the past 3 years for which similar services were performed is required. Please, use Form D Client References. Include company name, address, phone number, e-mail addresses, contact person who can render an opinion on the quality of services provided by the firm, and services being performed. It should be noted that these clients will be

contacted for verification of satisfactory work completion and obtain an appraisal of project performance.

Evaluation Factor 3 – Experience (20 points)

- a. Please state experience with projects similar to those listed in the specifications.
- b. Each firm shall provide information on direct experience relating to design work on small commercial/retail properties, residential high-rise, single and multifamily housing.

Evaluation Factor 4 – Qualifications/Key Assigned Staff (20 points)

- a. Include as a separate item of this section, resumes of each team member that will be assigned to this project indicating the team members' years of experience, and relevant education and/or certifications. At least one member of the team shall be a registered architect, engineer or General Contractor in the State of Florida with minimum five (5) years of experience in new construction design of Multifamily and/or Public Housing, Development projects and urban design related projects. Maximum of 2 pages for each resume.
- b. Note:
 - 1. The Key Personnel shown in this proposal will be required to perform the tasks and amount of time as negotiated.
 - 2. Substitutions for Key Personnel listed to complete task must be with equally qualified persons and must be approved by BCHA prior to assignment to BCHA work.
- c. Organizational chart indicating team members.
- d. Provide a statement of innovative/creative approaches that were successful in achieving a client's Architectural and Engineering objectives.

Evaluation Factor 5 – Location of Firm, and Ability to Respond in a Timely Manner (10 points)

- a. Each firm shall state their location with respect to Broward County, Florida.
- b. Each firm shall demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.

Evaluation Factor 7 - Current/Future Workload (5 points)

- a. Each firm shall detail current and future projects contemplated which are anticipated to coincide with this engagement and relate the impact of such work on the schedule anticipated for this job.
- b. Each firm shall give an estimated turnaround time for providing a detailed work schedule for completion of the project.
- 5.3 A firm shall not contact any evaluation committee member should the individual members of the evaluation committee be made known to the firm in any manner until 72 hours after the final award. At the sole discretion of BCHA, a firm who contacts a member of the evaluation committee may result in BCHA's rejection of that firm's proposal.
- 5.4 All persons having familial (including in-law) relationships with principals or employees of a firm will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in or contract with a proposer will be excluded from participation in the evaluation committee.

- 5.5 In the event of scoring ties, determination of the top-ranked firm will be made in accordance with BCHA procurement policies.
- 5.6 Notification of the results of the evaluation including the name of the successful firm will be posted on BCHA's website and on the DemandStar website.

6.0 Proposal Preparation and Submission Outline:

- 6.1 Firms shall submit proposals that respond to the factors listed in Section 4 for a maximum score of 100 points. Responses which fail to address an evaluation factor below will be awarded zero points on such factor.
- 6.2 Responses to each evaluation factor should be submitted as Part 1 Evaluation Criteria Response Technical Proposal (maximum of 6 pages), Part 2 Resumes and Organizational Chart, and Part 3 and Form E Client References.
- 6.3 Presenting the Proposal:
 - The Evaluation Criteria Response Technical Proposal (Evaluation Factors 1 thru 6) must not exceed six (<u>6</u>) pages in length when printed, excluding resumes, organizational chart, and/or references. If a Technical Proposal exceeds <u>6</u> pages, excluding resumes, organizational chart and/or references, the pages over <u>6</u> will not be provided to the Evaluation Committee for evaluation. The proposal must be limited to a page size of eight and one-half by eleven inches (8¹/₂" x 11"). Double-sided pages will be counted as two pages. Type size shall not be less than 11-point font. The proposals pages should be numbered.
 - The Proposer will limit the resumes to no more than two (2) pages per person. Pages of individual resumes in excess of two (2) pages will not be supplied to the Evaluation Committee.
 - Unnecessarily elaborate special brochures, art work, and expensive visual and other presentation aids are neither necessary nor desired.
 - It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.
- 6.4 All information must be incorporated into a response to a specific requirement and <u>clearly referenced</u>. Any information the firm provides which does not meet these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 6.5 All information presented in response to this RFQ must be included in the submitted response. No information may be linked to a website that requires reviewers to access such website for consideration of the information. Any information which requires a reviewer to access such links will not be considered as part of the firm's proposal. BCHA may award a contract without discussions on the basis of the initial offers

received; therefore, each initial offer should contain the firm's best terms from a price and technical standpoint.

- 6.6 The firm shall ensure that the response is received by the time and date indicated on the first page of this solicitation. The submittal shall clearly indicate the solicitation number and title. Submissions received after the submission deadline will not be accepted.
- 6.7 Firms shall not change any requirements or forms contained herein, either by marking or entering onto these documents or the documents submitted any revisions or additions; if such additional marks, notations, or requirements are entered on any of the documents submitted, such changes may invalidate that response.
- 6.8 By virtue of completing, signing, and submitting documents in response to this solicitation, the firm hereby agrees to comply with all of the conditions and requirements set forth within those documents.

7.0 Minimum Qualifications: To be submitted with your proposal.

- a. If a General Contractor, copy of current Florida General Contractor License.
- b. If an Architectural or Engineering Firm, copy of current Florida Professional Architectural and Engineering License.
- c. Qualified under s. 471.023 to practice or to offer to practice engineering.
- d. Qualified under s. 481.219 to practice or to offer practice architecture.

8.0 Licensing and Insurance Information

- 8.1 Proposers must hold all necessary and applicable professional licenses required by the State of Florida and all other regulatory agencies necessary to complete any service required under this solicitation.
- 8.2 The firm shall obtain, at the firm's own expense, any permits, certificates and licenses as may be required in the performance of the specified work. All required licenses shall remain active and valid during the entire contract period.
- 8.3 Unless otherwise stated in writing by BCHA, the successful proposer(s) will be required to obtain and maintain the insurance coverage identified below during the entire contract period.
- 8.4 The firm will be required to obtain and maintain the insurance coverage identified below during the entire contract period:
 - General Liability coverage for 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.
 - Errors and Omissions Insurance Coverage for a minimum of \$1,000,000 combined single limit per occurrence.
 - Worker's Compensation carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability. Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.

- Comprehensive Automobile Liability coverage, including as applicable owned, non-owned and hired autos, in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence basis. If firm owns no vehicle, this requirement may be satisfied by non-owned auto endorsement to the general liability policy described above. If the firm or firm's employee will use their personal automobiles in any way in performing services, firm shall provide evidence of personal automobile liability coverage for each person upon request.
- 8.5 Firm agrees, and hereby authorizes its insurer, 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 a claim against such coverage with a potential recovery in excess of twenty percent of available coverage. BCHA shall be notified at least 30 days in advance of such cancellation, non-renewal or adverse change.
- 8.6 The premium cost of all insurance purchased by the firm for protection against risks assumed by virtue of a contract between the firm and BCHA shall be borne by the firm and such cost is not reimbursable by BCHA.
- 8.7 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, 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.
- 8.8 Insurance Requirements:

Prior to the execution of the contract and within 10 business days of notification of award, the successful firm will be required to provide an original certificate evidencing insurance coverage. Such certificate shall name BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA. 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

Licensing and insurance requirements will be examined and approved by BCHA prior to a contract execution.

9.0 Administrative Terms and Conditions

Per 287.057(23) F.S., "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the

procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

BCHA reserves the right to reject any firm's proposal for a violation of this provision.

- Proposers will address all communication and correspondence relating to this 9.1 solicitation to the contact person named on the cover sheet. Firms shall not direct an inquiry to or communicate with any other BCHA staff member or official, including the Audit Committee, the Board of Commissioners and the Affiliate Board of Directors, pertaining to this solicitation. Failure to comply with this requirement may result in the disqualification of the firm's submittal to this solicitation.
- 9.2 All questions, notices, demands, claims, requests for information or clarifications pertaining to this solicitation must be submitted through the e-mail mentioned on the cover sheet of this solicitation. No questions will be accepted by telephone. Responses to such e-mailed questions shall be issued through addenda which will be posted on the BCHA website and/or on Demandstar.
- 9.3 Unless BCHA provides an answer or information in writing as part of an addendum, such information, however obtained, shall have no effect and may not be relied upon.

10.0 **Miscellaneous Provisions and Requirements**

- 10.1 Any actual or prospective firm 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 bid proposals, and any protest against the award of a contract must be received within ten calendar days after the contract award is posted on BCHA's website. Failure to meet the time limitations above will result in the protest not being considered. All bid protests shall be in writing, submitted to the contracting officer (CO) or the CO's designee, who shall issue a written decision on the matter no later than ten working days following the receipt of the bid protest or award protest. The CO may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. Following the issuance of the written decision, the actual or prospective firm may appeal the initial decision to BCHA's Chief Executive Officer (CEO). BCHA's CEO shall then issue a decision on the appeal no later than ten working days following receipt of the request of the appeal. The decision of BCHA's CEO shall be final, and no further appeal shall be authorized within BCHA.
- 10.2 All costs incurred, directly or indirectly, in response to this solicitation, which costs to include the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the firm. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the firm. BCHA will provide no reimbursement for such costs.

- 10.3 If BCHA amends this solicitation, all terms and conditions which are not amended remain unchanged. The firm is solely responsible for monitoring BCHA's website for any addenda issued. Firms must acknowledge at the proposal submittal all addenda issued on BCHA's website to ensure that such addenda are considered in their submitted proposals. All Firms are encouraged to frequently check BCHA's website for additional information.
- 10.4 Firm shall certify that, except as otherwise disclosed, neither it nor any of its subcontractors include persons who have an interest, direct or indirect, in this proposed contract and who during his or her tenure or for one year thereafter
 - a) Is a present or former member of BCHA's Board of Commissioners or Affiliate Board of Directors or is immediate family of a present or former member of the Board of Commissioners, Affiliate Board of Directors;
 - b) Is a BCHA employee who formulates policy or who influences decisions with respect to any BCHA project connected to this proposed contract, or is immediate family of a BCHA employee, or is a partner with a BCHA employee;
 - c) Is a public official, member of the local governing body, or a state or local legislator (including members of the Broward County Board of Commissioners or the Florida legislature), or is immediate family of said public official, member of the local governing body, or a state or local legislator; and
 - d) Is a member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or is a resident commissioner.

NOTE: Immediate family means the spouse, mother, father, brother, sister, or child of the above list of members, employees, officials, legislators, or delegates whether related as a full blood relative or as a "half" or "step" relative (for example, a half-brother or a stepchild).

- 10.5 No BCHA employee may accept or solicit for themselves or for others anything of value from a firm or any person, corporation, or other entity doing business with or attempting to do business with BCHA.
- 10.6 It is the policy of BCHA that all firms that conduct business with BCHA must be authorized and/or licensed to do business in Florida. Firm is responsible for contacting their local city and county authorities and the State of Florida to ensure that Firm 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 Firm.
- 10.7 Per Florida Statute 448.095(2)(a) Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A

RFQ 21-303, Griffin Gardens II – Owner's Representative/Construction Manager public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

- 10.8 Florida statutes and applicable administrative codes, including the Florida Open Records Act, require procurement records and other records to be made public unless otherwise provided by law. The awarded firm shall comply in all respects with Florida's Public Records Law. Specifically, the awarded firm shall:
 - Keep and maintain public records that ordinarily and necessarily would be required by BCHA in order to perform the service;
 - Provide the public with access to such public records on the same terms and conditions that BCHA would provide the records and at a cost that complies with Chapter 119, Florida Statutes, or as otherwise provided by law or administrative code;
 - Ensure that lawfully exempt information, records and documents and confidential information, records and documents exempt from public record requirements are not disclosed except as authorized by law;
 - Meet all requirements for retaining public records; transfer to BCHA, at no cost, all such public records in the firm's possession upon termination of the contract; and destroy any duplicate public records that are exempt or confidential and exempt; and
 - Provide all records stored electronically to BCHA in a format that is compatible with the information technology systems of BCHA.
 - PUBLIC RECORDS: IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

- 10.9 All documents and information generated, prepared, assembled or encountered by or provided to BCHA pursuant to this RFQ are the property of BCHA. Firms shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BCHA as a result of this RFQ.
- 10.10 In submitting a proposal, each firm agrees not to use the results from this solicitation or any information contained in any proposal submitted in response to this solicitation as a part of any commercial advertising. BCHA specifically prohibits a firm from advertising or promoting the fact of a firm relationship with BCHA in the course of a firm's marketing efforts unless BCHA specifically agrees otherwise in writing.

- 10.11 In the event of an imposed governmental regulation, rule, requirement or restriction which would necessitate alteration of the material, quality, workmanship or performance of the goods or services the firm is offering BCHA, the contracted firm shall immediately notify BCHA in writing specifying such regulation, rule, requirement or restriction which would necessitate an alteration to the contract. BCHA reserves the right to accept any such alteration to the contract, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to BCHA.
- 10.12 Proposers are subject to Instructions to Offerors Non-Construction, HUD Form 5369-B, at <u>https://www.hud.gov/sites/documents/5369-B.PDF</u>.
- 10.13 Proposers are subject to General Contract Conditions Non-Construction, HUD Form 5370-C, at <u>https://www.hud.gov/sites/documents/DOC_12587.PDF</u>
- 10.14 Proposers 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 proposer shall be required to, as detailed therein, "to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons," meaning, if the proposer must hire anyone to help with the work, he/she

must submit a work plan showing how he/she will give first preference to such

11.0 Contract Award

jobs to Section 3 persons.

Contract award of this RFQ will be based on the responsiveness of the firm's information to the evaluation factors, which responses will demonstrate the firm's understanding of said factors and the firm's capacity to perform the required services under this RFQ.

By completing, executing and submitting all required document through Demandstar the proposer agrees to abide by all the terms and conditions pertaining to this RFQ as issued by BCHA. Accordingly, BCHA has no responsibility after the submittal deadline to conduct any negotiations pertaining to the contract clauses already published.

- 11.1 BCHA Authorized Procurement Authority All contracts where the base contract amount or any option exceeds \$100,000 are required to be approved by the BCHA Board of Commissioners. In addition, all contract modifications in excess of \$100,000 require the approval by the BCHA Board of Commissioners.
- 11.2 Contracting Officer and Contracting Officer's Designee Acceptance of services will be the responsibility of the CO, who also serves as BCHA's CEO, or the CO's designee. The CO is responsible for final approval and acceptance of all services rendered.

RFQ 21-303, Griffin Gardens II – Owner's Representative/Construction Manager While the CEO is responsible for ensuring that BCHA's procurements comply with BCHA's Procurement Policy, the CEO may delegate all procurement authority as is necessary and appropriate to achieve BCHA's business and procurement goals.

11.3 Contract Document

The successful firm will execute a contract with the BCHA.

11.4 Contract Clauses

Each prospective proposer must notify BCHA in writing and prior to submitting a proposal of any contract clause that the proposer is not willing to include or abide by in the final and executed contract. BCHA will consider and respond to any such written notification via issuance of an addendum. BCHA reserves the right to accept or reject the exclusion of any contract clause identified in said written notification. If the prospective proposer is unwilling to accept BCHA's decision to retain any such contract clause identified in the written notification, however, then that prospective proposer shall be deemed ineligible to submit a proposal.

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

11.5 Unauthorized Sub-Contracting

The successful firm shall not assign any right nor delegate any duty for the work required pursuant to this solicitation document (including, but not limited to, selling

or transferring the contract or any right or duty under the terms of the contract) without the prior written consent of BCHA. Any purported assignment of any right or interest or any delegation of duty without the prior written consent of BCHA shall be void and, at the discretion of BCHA, may result in the cancellation of the contract between the successful proposer and BCHA and may result in the full or partial forfeiture of funds paid to the successful proposer arising from the contract.

12.0 Payment

In accordance with the fee schedule, the vendor will submit invoices to the Accounts Payable Department, at payments@bchafl.org and by mail to:

Derick Morgan, Construction Manager

Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319.

- 12.1 A Written Agreement will be issued to the successful proposer after award and after receipt of the documents specified herein.
- 12.2 No advance payments for the goods and/or services, unless otherwise approved by BCHA and/or each property.

- 12.3 Vendor invoices shall reflect the prices established for the items on the contract.
- 12.4 Only properly submitted invoices will be officially processed for payment.
- 12.5 Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

LAST PAGE OF DOCUMENT ATTACHMENTS BELOW

Griffin Gardens II – Owner's Representative/Construction Manager **Specifications – Exhibit A**

Scope of Services

Description of Services - Owner's Representative/Construction Management Services
 Contractor shall provide Owner Representative Services for pre-construction, construction, and
 post-construction stages the Griffin Gardens II project.
 All work will be assigned by and performed by Task Order. The Task Orders total amount will
 not exceed \$150,000.00. Increase of the budgetary ceiling total will be by issuance of addenda.
 Contractors shall provide services to include but are not limited to the following primary
 responsibilities.

A. Pre-construction Services

- a. Serve as the Owner's Representative / Construction Manager in meetings with the A/E team during the contract documents phase of work.
- b. Provide constructability review of architectural plans and contract documents pre-bid.
- c. In consultation with BCHA, produce and assemble all front-end bid documents.
- d. Provide support and guidance on general contractor bids and bid process.
- e. Review general contractor bids and prepare draft GC contract for review by all parties.
- f. Review general contractor contracts as needed.
- g. Assist in negotiation with general contractor as needed.
- h. Review and provide guidance on construction schedule.
- B. Construction
 - a. Conduct pre-construction review meetings with project team and Owner to establish protocols.
 - b. Support BCHA construction management staff to monitor construction and perform progress inspections of the project as required. Provide advice to Owner as to conformance of the built work with contract documents, and issue opinions on Requests for Information (RFI's) and proposed Change Orders.
 - c. Communicate with project team and Owner vendors as necessary. Review and propose improvements to the scope of work and overall project coordination.
 - d. Serve as liaison between Government and utility agencies and represent Owner as

needed.

- e. Review of submittals and shop drawings for coordination purposes. Primary responsibility for approval of submittals and shop drawings will be the responsibility of the Architect and Engineer of Record.
- f. Coordinate and expedite RFI responses or clarification required by the General Contractor's field superintendent. The Architect and Engineers of Record will be responsible for the technical response to the RFIs.
- g. Monitor construction progress against the construction schedule. Advise the Owner of any deviation, which will potentially delay completion of the project. In the event of delays, work closely with the Owner, the Architect of Record, and the General Contractor to identify means of recovering the schedule.
- h. Review change orders prepared by the Architect of Record, as well as those initiated by the Owner. Prepare technical cost analysis on behalf of the Owner. Assist the Owner in negotiating all pricing submitted by the General Contractor and prepare recommendations for approval.
- i. Attend requisition meetings and review all requisitions for payment submitted by the General Contractor.
- j. Support BCHA construction management staff to conduct construction progress meetings at the site with the Owner, the Architect of Record and Contractors. Assist in preparing meeting minutes and coordination of all action items.
- k. Attend coordination meetings to resolve problems that may arise at the site during construction.
- 1. Provide support and interface with the leasing personnel.
- m. Coordinate and oversee the work of testing agencies if retained by the Owner, such as concrete and asphalt tests, and structural steel inspections. If the testing agency is retained by the General Contractor oversee their work.
- C. Post Construction Close-Out Services
 - a. Issue close-out checklist to contractors and vendors.
 - b. Serve as the Owner's Representative in meetings with the construction team.
 - c. Monitor and follow up on completion of punch list items until acceptance by the Owner.
 - d. Witness final testing and commission of all equipment and systems for the project. Review building operations with property management/maintenance staff.
 - e. Coordinate the preparation of the operational and maintenance manuals and as-built drawings prepared by the general contractor. Assist the A/E Team in preparing the record

drawings for the project. Procure copies of all certificates, warranties, and releases for project close out. Coordinate turnover of all operational and maintenance manuals

- f. Perform final cost accounting
- g. Organize an evaluative post-construction meeting with the Owner and General Contractor to determine project successes and areas for improvements



4780 North State Road 7 • Lauderdale Lakes, Florida 33319 • 954-739-1114 • 954-535-0407 fax • 954-735-4371 TDD • www.bchafl.org

FORM OF CONTRACT

THIS AGREEMENT made this <u>XXX</u> day of <u>TBD</u> in the year <u>XXX</u> by and between <u>TBD</u>. 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 <u>RFP 20-287: Pest</u> <u>Control Services</u>.

This is in strict accordance with the specifications dated <u>XXXX</u> as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for two years, expiring on <u>XXXX</u>; with three (3), one (1) year renewal option periods.

Article II - Contract Price: The PHA shall pay the Contractor for the performance of the contract, in current funds, subject to additions and deductions as provided for in the specifications, the sum of <u>XXXX</u> <u>Dollars</u> (\$xx,xxx.xx).

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

- a) This instrument
- b) Specifications Exhibit A
- c) Addendums (if applicable):
- d) Vendor's Fee Schedule Exhibit B
- e) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- f) Licenses, if applicable
- g) Board Resolution Number _____, if applicable. (To be ratified at the Month XX, 2020 Board of Commissioners Meeting)
 - h) HUD Maintenance Wage Rate Determination
 - i) Form HUD-5370-C, Section I and II

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.



4780 North State Road 7 • Lauderdale Lakes, Florida 33319 • 954-739-1114 • 954-535-0407 fax • 954-735-4371 TDD • www.bchafl.org

CONTRACTOR:

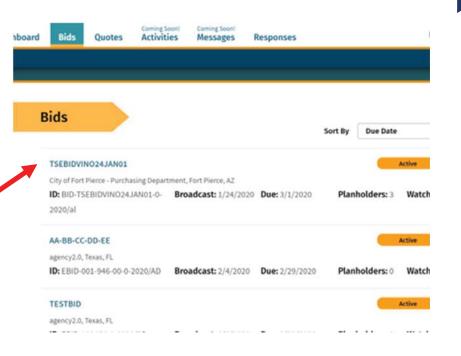
TBD	
Βγ:	
Name/Title:	
=EIN:	
Business Address:	
ATTEST	
BROWARD COUNTY HOUSING AUTHORITY	
By: Ann Deibert, Chief Executive Officer	
Date:	



Responding to an Electronic Bid

5 Step Instructions

- Many governments are moving toward requiring bid responses electronically.
 Here are the steps to respond to an eBid.
- Click on the solicitation.



Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations.

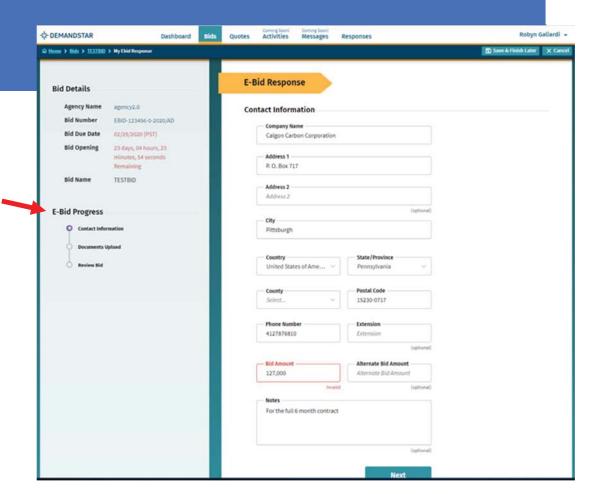
• When you are ready to submit your bid, click on "Submit E-Bid Proposal".

			the second se	
TESTBID			Active	
6		1		
₩ Order Bid Package	> Submit E-Bid Proposal @	Watch		
Bid Details				_
Agency Name				
Bid Writer		2		
Bid ID	ITB-20B-			
Bid Type	ITB - Invitation to Bid			
Broadcast Date	07/08/2020 4:00 AM East	ern		
Fiscal Year	2020			
Due	08/11/2020 3:00 PM East	em		
Bid Status Text	None			
Scope of Work				
Scope of Work				
The	Development Districts is requesting b	oids for		
Documents				
Documents Download all docum	ients			-
	rents Type	Date Modified	Status	
Download all docum		Date Modified	Status Complete	
Download all docum <mark>Filename</mark>	Type Addendum Bid Document /			
Download all docum Filename Addendum 1	Type Addendum	07/08/2020	Complete	
Download all docum Filename Addendum 1	Type Addendum Bid Document /	07/08/2020	Complete	
Download all docum Filename Addendum 1 ITB 208-019	Type Addendum Bid Document / Specifications Bid Document /	07/08/2020 07/07/2020	Complete Complete	
Download all docum Filename Addendum 1 ITB 20B-019 Word Bid Docs	Type Addendum Bid Document / Specifications Bid Document /	07/08/2020 07/07/2020	Complete Complete	

Enter information requested pageby-page and you can see what will come next via the menu bar on the left under "E-Bid Progress".

If there is not a total bid amount in your submission, please put "0".

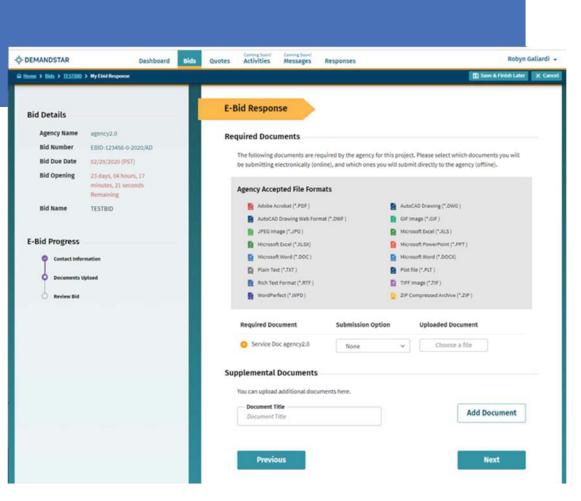
Example: a request for qualifications opportunity may not require a bid amount so vendors will input "0" under "Bid Amount".



After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to uploaded separately.

TIP:

There is a place for you to add "Supplemental", i.e. non-required, documents.



Step 4 continued

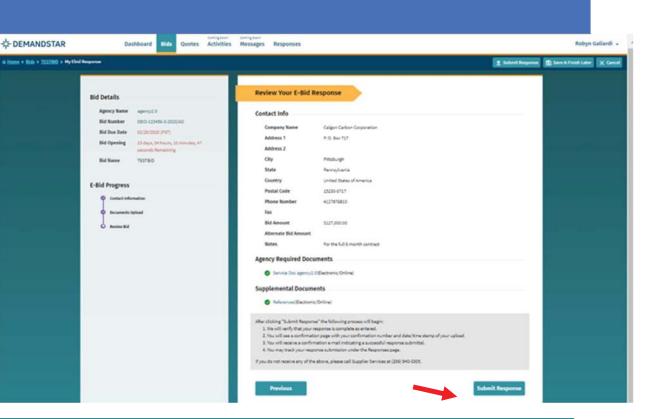
TIP:

There is a place for you to add "Supplemental", i.e. nonrequired, documents.

id Details		E-Bid Response			
Agency Name	z z agencydstest2.0 TEST	Required Documents			
Bid Number	Ebid-DSTESTB04 29-08-2020-0- 2020/sdS		ed by the agency for this project. Please	e select which documents you will	be submitting
Bid Due Date	07/21/2020 11:00 AM (Pacific)	electronically (online), and which or	nes you will submit directly to the agen	cy (offline).	
Bid Opening	13 days 00 hour, 19 minutes, 55 seconds Remaining	Agency Accepted File Formats	i		
Bid Name	DSTESTB04 29-08-2020	🐞 Adobe Acrobat (*.PDF)	📑 Aut	oCAD Drawing (*.DWG)	
		AutoCAD Drawing Web Form	at (*.DWF)	Image (*.GIF)	
		JPEG Image (*.JPG)	P Mic	rosoft Excel (*.XLS)	
Bid Progress		Microsoft Excel (* XLSX)	🧧 Mic	rosoft PowerPoint (*.PPTX)	
🧧 Contact Info	ormation	Dicrosoft PowerPoint (*.PP1) 📔 Mic	rosoft Word (*.DOC)	
		Microsoft Word (*.DOCX)	🖺 Pia	in Text (*.TXT)	
O Documents	Upload	Plot file (*.PLT)	📔 Ric	h Text Format (*.RTF)	
C Review Bid		TIFF Image (* TIF)	Mo	rdPerfect (*.WPD)	
		💈 ZIP Compressed Archive (* 2	IP)		
		Required Document	Submission Option	Uploaded Document	
		🔕 Bid Proposal	Online/Electronic ~	RFB2020-3239.PDF	8
		Insurance Certificate	Online/Electronic ~	Insurance Certificate.docx	8
	-	Supplemental Documents You can upload additional document Document Title Document Title Supplemental Document	ts here.	At Uploaded Document	ld Document
				0.0.40.00000000000000000000000000000000	-
		References	Online/Electronic ~	References.docx	

Review Your E-Bid Response, and if everything is correct, then press "Submit Response".

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.



For more help in responding to an eBid, please call (206) 940-0305 or email: support@demandstar.com

CONFIRMATION

eBid Submission Confirmation - EBID-DSTEST01 01042020-0-2020/DB D

supplierservices@demandstar.com

to me +

9:59 AM (1 minute ago)

RESPONSE CONFIRMATION

Dear

Congratulations! You just successfully submitted a response to Z Demandstar Agency's bid, DSTEST01 01042020. Your confirmation number is 21050.

Here are the details of your response, for your records:

Agency:	Z Demandstar Agency
Bid Identifier:	EBID-DSTEST01 01042020-0-2020/DB
Bid Name:	DSTEST01 01042020
Bid Amount:	\$25000
Alt Bid Amount:	\$18000

Required documents submitted:

1	DS Agency Ebid 1	1 Electronic/Online	
2	DS Agency Ebid3	Electronic/Online	

Supplemental documents submitted:

1	Test document	Electronic/Online
2	Part Inventory	Electronic/Online

You may <u>update your eBid response</u> up until the Bid Due Date and Time, which is 10/31/2020 at 15:30 (Pacific).

You may also update your responses by logging into <u>www.demandstar.com</u> and clicking on the "Responses" tab.

Sincerely, The DemandStar Team

You will receive an email confirming that you have successfully submitted a response to an eBid solicitation.

Note that you can *update* your eBid response until the Bid Due Date and Time.

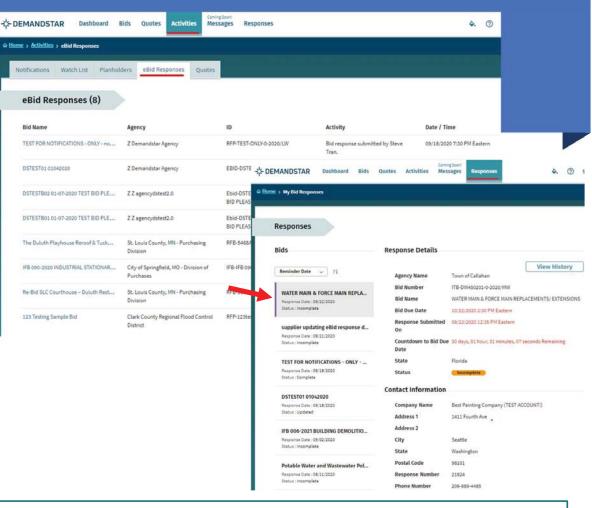
CONFIRMATION

You may change information and re-upload documents until the due date.

[NOTE: make sure you are doing this well before the **time** of the opening!]

There are two ways of confirming your activity and responses:

- 1. Look at *all* your eBid Responses under Activities
- 2. View History per each solicitation to which you responded



For more help in responding to an eBid, please call (206) 940-0305 or email: support@demandstar.com