



SOLICITATION NUMBER RFP 22-311

REQUEST FOR PROPOSAL

GENERAL LEGAL SERVICES

Related to: The Broward County Housing Authority (BCHA)

And

**The BCHA acting on behalf of Instrumentalities and
Single Asset Entities with an Identity of Interest**

DATE OF ISSUE: Wednesday, April 13, 2022

QUESTIONS DUE: Wednesday, April 27, 2022 @ 4:00 PM (EST)

PROPOSALS DUE: Wednesday, May 11, 2022 @ 2:00 PM (EST)

**Procurement Department
Broward County Housing Authority (BCHA)
4780 North State Road 7
Lauderdale Lakes, FL 33319**

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1. Solicitation Overview and Anticipated Schedule

The Broward County Housing Authority (BCHA or the Authority), is requesting Proposals from qualified, experienced, and licensed firms or individuals to provide General Legal Services for the Authority and its non-profit affiliates.

Interested firms must demonstrate their ability and capacity to complete the full Scope of Work outlined in the Request for Proposal (“RFP”). Offerors are advised that the proposal should provide information demonstrating a well-developed, thoughtful approach to completing specific tasks as described under the Scope of Work. Only one proposal will be accepted from each proposer and a Single Point of Contact must be designated.

- 1.1 The selected firm shall have at least (5) years’ experience working with public housing authorities, public bodies, or similar agencies and the proven ability to manage the Scope of Work outlined in this RFP. Proposals should show that the submitting firm meets the licensure and experience qualifications in the Scope of Work of this solicitation.
- 1.2 Through this Request for Proposal process, the Authority may award to one or more contractors.
- 1.3 Through this Request for Proposal process, the Authority intends to select a Legal Services provider and enter into an agreement for a term of two (2) years with three (3) option years at the Authority’s sole discretion.
- 1.4 All proposal submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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.

	Date (and Time)
Advertised	Wednesday, April 13, 2022
Deadline for Receipt of Questions via E-Mail	Wednesday, April 27, 2022 @ 4:00 PM (EST)
Date of Addendum for Response to Questions	Wednesday, May 4, 2022
Deadline for Proposal Submissions	Wednesday, May 11, 2022 @ 2:00 PM (EST)
Public Meeting: Evaluation Committee Review of Proposals	Monday, May 23, 2022 9:30 AM (EST)
Evaluation Committee Interviews of Short-Listed Proposers (if needed, as determined at the Evaluation Committee Review of Proposals meeting)	May 31, 2022 through June 3, 2022
Public Meeting Evaluation Committee Ranking of Shortlisted Proposers (if needed, as determined at the Evaluation Committee Review of Proposals meeting)	Friday, June 3, 2022 @ 2:00 PM (EST)
Approval by Board of Commissioners – Anticipated Date	Tuesday June 21, 2022
Posting of Decision/Intent to Award	Tuesday June 21, 2022

2. Background

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

The BCHA provides housing and housing assistance to residents of Broward County with a range of eligibility from Extremely Low Income to a Workforce housing range of 120% of the Area Median Income. The BCHA maintains a website at <http://www.bchaf1.org> with information for clients, landlords, prospective business partners, and the public at large.

The BCHA is governed a 5-member Board of Commissioners appointed by the Governor of Florida. The same persons constitute the Board of Directors for two not-for-profit enterprises and several other related entities. It is subject to the requirements of Title 2 of the Code of Federal Regulations (herein after, "CFR") and BCHA's procurement policy. Board members are responsible for setting policy, representing the community interest, and hiring the Chief Executive Officer who is responsible for agency operations. The BCHA is responsible for program administration partially funded through federal sources, and other government resources such as County funds related to Special Populations served through the BCHA. The multifamily portions of operations and related policies are overseen by the Board of Directors for the not-for-profit and related enterprises. Former public housing assets are now, post Rental Assistance Demonstration (RAD) conversion, governed by the Boards of Directors related to the not-for-profit.

In addition to the provision of housing and housing assistance to lower income families, with approximately 6,000 Housing Choice Vouchers and approximately 1,000 apartments (that includes two elderly developments and a family development in the pipeline), the BCHA has primarily expanded into critical "Special Population" areas such as "Shelter + Care"; Veterans Affairs Supportive Housing (VASH); Family Unification (FUP); and similar programs that necessitate community partnerships, and high levels of financial accountability and reporting.

The mission of Broward County Housing Authority, and identity of interest affiliates and instrumentalities 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.

As of the issuance of this solicitation, BCHA manages 373 multi-family units; administers over 6,200 vouchers under the Housing Choice Voucher and similar programs; and operates 121 unsubsidized rental units. Through two not-for-profit enterprises (Building Better Communities and MCCAN Communities) in conjunction with private development companies, the BCHA jointly developed 801 low income housing tax credit units, which are privately managed by an independent third-party management company. Current plans anticipate multifamily workforce housing and senior housing on three distinct sites in Broward County under the control of the BCHA and a third, small, single family development. All anticipated developments necessitate experience with the entitlement process associated with new development.

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

3. Reservation of Rights

- 3.1. 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.
- 3.2. BCHA reserves the right not to award a contract pursuant to this solicitation.
- 3.3. BCHA reserves the right to recommend separate agreements based on responses. As the best interest of the BCHA may require, the right is reserved to make award(s) by individual items, all or none, or any combination thereof. BCHA also reserves the right to name and contract with a secondary firm, and/or BCHA may recommend separate counsel be engaged for work related to the not-for-profit enterprises with the option to recommend outside counsel as subcontractors where expert level experience in any field is deemed necessary.
- 3.4. BCHA shall retain the right to have the successful proposer provide services in any matter that BCHA believes the legal firm is qualified to provide and if, in the opinion of BCHA, it is in the best interests of BCHA to do so.
- 3.5. BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for proposer default upon ten (10) days written notice to the successful proposer(s).
- 3.6. BCHA, Building Better Communities, MCCAN Communities, and/or their Affiliates and Instrumentalities (herein referred to as BCHA or Authority) will reserve the right to, at any time during the ensuing contract period, and without penalty to the legal proposer retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal services when, in the opinion of BCHA, it is in the best interests of BCHA to do so. Accordingly, the legal proposer retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.
- 3.7. BCHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary and to make other changes and modifications consistent with BCHA's policies, and the laws and regulations governing HUD programs.
- 3.8. BCHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.
- 3.9. BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 3.10. BCHA reserves the right to negotiate the fees submitted, terms of engagement and Scope of Work, and separate instrumentalities/affiliates agreements.

- 3.11. 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.
- 3.12. BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 3.13. In the event of legal action BCHA will not waive trial by jury.
- 3.14. BCHA reserves the right to select Broward County, Florida as the venue for any legal proceedings arising from this contract.
- 3.15. This request for proposal and any subsequent contract supersedes any other agreement with contractor/proposer.

4. Purpose and Eligibility

The purpose of this solicitation is to retain a law firm or firms that possess the qualifications and experience to provide legal services to the Broward County Housing Authority in the following areas: Landlord/ tenant law; Personnel; Administrative law; Accounting, Finance and related audits; Maintenance; Development; Information Technology; Housing Programs; Section 8; U.S. Department of Housing and Urban Development (HUD); Real Estate and Tax Credit; General civil litigation; Public Sector Law. Services may include, but are not limited to, dispute resolution, litigation services, and related legal advice.

Offerors must be members of The Florida Bar or proposal must specify Respondent's association with The Florida Bar. Respondents must provide evidence of qualifications and experience necessary to adequately and competently defend BCHA in all or some of the fields specified above, and qualifications and experience necessary to adequately provide general legal services. The selected Respondent firm or firms must also demonstrate knowledge and expertise in Law related to the areas of litigation, legal services, or transactions described therein. Experience representing Public entities is advantageous. Additional requirements and information concerning this solicitation are contained in the following sections of the Request for Proposal (RFP) to allow each respondent firm an opportunity to respond in an acceptable and timely manner.

The selected firm shall represent and defend the best interests of the Board of Commissioners, Board of Directors, and the Chief Executive Officer as appropriate and permissible under the circumstances or based on funding source.

5. Firm Qualifications

The Firm members representing BCHA must be admitted to practice law in the State of Florida and in good standing.

The description of respondent or respondents' qualifications and experience shall evidence/demonstrate that respondent or respondents possesses the following:

- 5.1. A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures; knowledge of various housing programs of HUD with emphasis on the Housing Choice Voucher (Section 8) Housing Programs; HUD Multifamily Programs; experience in implementing same.
- 5.2. Knowledge and work experience with Administrative regulations and the law in matters relating to, but not limited to the following areas: Davis-Bacon Act, Lease and Grievance procedures, Affirmative Action regulations, Family Self-Sufficiency Program, and laws and regulations relating to non-discrimination based on handicap in federally-assisted programs with emphasis on Section 504 of the Rehabilitation Act of 1973 and the Architectural Barriers Act of 1968.
- 5.3. Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly about housing and urban development matters; and experience in applying same.
- 5.4. Ability to provide legal services involving housing development and management; financing involving advance, permanent and temporary notes; litigation, real property laws and codes; and federal subsidy programs.
- 5.5. Skills, capabilities, capacity and work experience of a demonstrated level that would assure completion of the Scope of Work in a timely and satisfactory manner.
- 5.6. All necessary and/or required licenses, registrations, and certifications.
- 5.7. Certification that the firm/individual is not debarred and has all necessary and/or required insurance coverage in effect.
- 5.8. The proposed designated Lead Attorney shall have a minimum of five (5) or more years of experience representing a housing authority or its relative equivalent.
- 5.9. A secondary member of the firm should be identified and highlight experience in the event a substitution of the Lead Attorney becomes necessary.

6. Current General Legal Counsel

The Authority's current legal counsel is Fox Rothschild who was retained in July 2020, pursuant to RFP No. 20-283. Additionally, the Washington, D.C. offices of Ballard Spahr, LLP provides legal services primarily outside the scope of the current general legal counsel agreement and under separate agreement.

7. Scope of Work

BCHA is seeking Proposals from qualified licensed and insured entity or entities to provide a wide range of legal services. These services are a necessary supplement to the daily operation of BCHA. The successful proposer or proposers shall be the legal advisor or

advisers to the BCHA Board of Commissioners, the non-profit Board of Directors and the CEO and services include, but are not limited to the following:

- 7.1. Attend any or all BCHA Board of Commissioners and/or Board of Directors meetings (regular or special), and other meetings as requested. Provide a legal perspective and advice on day-to-day operations. Prepare memoranda or legal opinions.
- 7.2. Personnel: A Respondent firm(s) must have experience defending/representing public entities in this area of law and work may include, contract, hearings before administrative bodies, mediation, and general advice. Litigation experience in the areas of discrimination, wrongful termination, sexual harassment, worker's compensation, and other related areas of Labor Law are required.
- 7.3. Civil Rights/Constitutional Law: Respondent firm(s) must demonstrate experience and capacity in litigating and advising public entities in this area of the law. This also includes claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA).
- 7.4. General Civil Litigation: Respondent firm(s) must have a breadth of experience in the defense of all types of tort/civil litigation claims and must have sufficient staffing and expertise to respond promptly and comprehensively to complaints filed.
- 7.5. Contract Law: BCHA enters into contracts for services which include, but are not limited to, the procurement of supplies, services, professional services, and construction work.

BCHA may require Legal counsel in negotiation, real estate, development and construction, legal review of bids and /or bid documents or administration of these contracts. This includes providing contract interpretation and representing the Authority in commercial claims matters up to the litigation stage. Preparation of legal documents covering purchases and sale of land or operating assets, review, comment and memorialize easements, deeds, and other real estate transaction documents.

- 7.6. Landlord/Tenant: BCHA utilizes legal counsel to bring contested eviction actions in court and to otherwise represent BCHA's interest in nonpayment of rent cases and lease terminations for cause.
- 7.7. Public Sector Law/Federal Housing Law: BCHA receives some of its operating expenses from the Department of Housing & Urban Development. Accordingly, the Housing Authority seeks firms with an expertise in representing other Authorities concerning its general obligations to the Department of Housing and Urban Development.
- 7.8. Affordable Housing Law: BCHA is seeking counsel experienced in the field of affordable housing, Low-Income Housing Tax Credit, Multifamily, Project Based Voucher Program, and Housing Choice Voucher Program (Section 8).

- 7.9. Administrative Law: BCHA needs qualified attorneys in the administrative field. An applicant's expertise should include enforcement power of agencies, ethics, Public Records Act, administrative rules, potential conflicts of interest, and the scope of agency powers.
- 7.10. BCHA will also require the successful Respondent to provide services pertaining to BCHA-related matters within the following areas, each pertaining to applicable Federal, State and local regulations, statutes, laws and codes: Accounting, Finance and related audits; Maintenance; Development; Information Technology; Real estate and Tax Credits; Family Self Sufficiency Program, and any other matter for which BCHA requires services.

Please be aware that BCHA is not only seeking firms with litigation experience, but firms that can also provide general legal advice in the afore-mentioned areas (7.1-7.10) of law.

Many of the issues encountered by BCHA during business are technical in nature and subject to HUD or other regulatory body regulations. Therefore, BCHA management and in some instances, the Board of Commissioners, requires consultation and legal guidance in the application of these regulations and the creation of policy (Board) and procedures (BCHA Management).

Please note that the preceding is not intended to be an all-inclusive listing of all of all the legal issues that BCHA may retain the successful Respondent or Respondents to provide, but it is intended to be a representative listing of issues for which BCHA has previously required such services .

Additional Legal Counsel. If the successful Offeror does not have an in-house qualified person to provide any services required by the Authority, the successful Offeror may retain another counsel who has such qualified person. Such retention must have the prior written approval of the Authority. Any billing/payment for such additional counsel will be at the same hourly rate listed within the contract (meaning, the successful Offeror may not add-on an additional amount to the contracted hourly fee for retaining and overseeing such additional counsel). As the Authority will contract with the successful Offeror only, all ensuing payments for any contract matter will be made by the Authority to the successful Offeror only.

8. Cost and Price Information

The proposer is requested to provide comprehensive cost/pricing for the entirety of service requirements as outlined in the Scope of Work. The primary point of contact is relevant. Any planned reassignment to lower cost personnel must be approved in advance to assure compliance with the minimum expectations of the solicitation. Proposer shall also refer to Exhibit F and section 14.4 of this solicitation document for additional details regarding compensation.

9. Awarded Proposer's Responsibilities

The selected Proposer shall be responsible for the professional quality, accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the Proposer and its principals, officers and employees and agents. In performing such

services, Proposer shall follow practices consistent with generally accepted professional standards.

9.1. The Proposer shall be responsible for maintaining satisfactory standards of employees' competency, work product, conduct, courtesy, appearance, honesty, timeliness and integrity; and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

9.2. The BCHA is a county-wide enterprise. **All reasonably foreseeable conflicts of interest must be disclosed.**

10. Licensing and Insurance Information

Before a contract pursuant to this RFP is executed, the apparent successful proposer must hold all necessary, applicable professional licenses for the practice of law, and address the State of Florida and any other regulatory agency requirements necessary to provide legal services in Florida. The Proposer firm shall obtain, at the Proposer'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 must be named as additional insured and may require periodic evidence of proper licensure.

10.1 Proof of Insurance shall be provided to BCHA prior to the execution of a contract. Unless otherwise stated by BCHA, the successful proposer (s) will be required to obtain and maintain the following insurance coverage during the entire Contract Term.

10.2. The following standard insurance policies shall be required:

- i. Workers' Compensation Policy
- ii. Professional Liability
- iii. Automobile Liability

10.3. The following requirements are applicable to all policies:

- i. Workers' Compensation insurance shall be written by a carrier with an A-VIII or better rating in accordance with current A.M. Best Key Rating Guide.
- ii. Only insurance carriers licensed or duly authorized to do business in the State of Florida will be accepted.
- iii. "Claims made" policies will not be accepted.

10.4. Selected Proposer agrees to furnish a certificate of insurance naming the Broward County Housing Authority as an additional insured with Professional Liability with \$2,000,000 combined single limit per occurrence and \$5,000,000 total limit; automobile Liability with \$1,000,000 combined single time per accident for bodily injury and property damage; and workers' compensation.

10.5. Vendor shall submit an original certificate evidencing the vendor's current 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.

- 10.6. Proposer 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 (20%) of available coverage. BCHA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.
- 10.7. The premium cost of all insurance purchased by the Proposer for protection against risks assumed by virtue of the contract shall be borne by the Proposer and is not reimbursable by BCHA.
- 10.8. BCHA reserves the right, 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, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

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11. Response Submission

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

Technical Proposal	
Tab	Contents
1	Proposal Submission Form: Exhibit A of this solicitation document.
2	Profile of Firm Form: Exhibit B of this solicitation document
3	Qualifications and Experience of Vendor Personnel: Exhibit C of this solicitation document
4	Prior Experience: Exhibit D of this solicitation document
5	Experience with Real Estate Development: Narrative to be submitted as Exhibit E
Price Proposal (Submit in a separate document/binding)	
Tab	Contents
1	Proposed Fee Schedule: Exhibit F of this solicitation document (Submitted in a separate
2	Exhibit G - Form HUD 5369-A Representations, Certifications, and Other Statements of Bidders
3	Exhibit H - Sworn Statement Under Section 287.133 (3) (A) Florida Statutes on Public Entity Crimes
4	Exhibit I - Certification Pursuant to Florida Statute 287.135

- 11.1. 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 three ring binding be used.
- 11.2. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation.
- 11.3. **All information must be incorporated into a response to a specific requirement and clearly referenced.** Any information not meeting these criteria will be deemed extraneous, may be redacted/removed, and will in no way be considered during the evaluation process.
- 11.4. All information presented in response to this RFP must be included in the submitted response. There can be **no information that is linked to a website that requires reviewers to access the website for consideration** of content. Any such conditions may be redacted and will not be considered as part of the Proposer's proposal.
- 11.5. BCHA may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

- 11.6 All responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.
- 11.7. The proposer shall submit **one original signature copy (marked “ORIGINAL”) and three (3) exact copies of their Technical Proposal, AND one original signature copy (marked “ORIGINAL”) and one (1) exact copy of their Price Proposal.** The original and all exact copies shall have the same cover, binding method, and extended tabs.
- 11.8. The proposer shall 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 number and title. Submissions received after the noted deadline will not be accepted. The official US time at <https://www.time.gov/> shall determine receipt within deadline.
- 11.9. Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Proposers 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.
- 11.10. By virtue of completing, signing, and submitting the completed documents, the proposer is stating agreement to comply with all of the conditions and requirements set forth within those documents.

12. Administrative Terms and Conditions

In order to maintain a fair and impartial competitive process, BCHA shall avoid private communication concerning this procurement with prospective Proposers during the entire procurement process. From the issue date of this RFP until five (5) calendar days after notice of award (i.e. when notifications are sent or results are posted to BCHA’s webpage). Proposers are not allowed to communicate about this RFP for any reason with any BCHA staff, any member of the Board of Commissioners, any member of the Board of Directors, or Audit Committee members except through the RFP Point of Contact, identified on the cover page, in writing via e-mail, during the Pre-Proposal Conference (if any), as otherwise defined in this RFP or as provided by existing work agreements(s). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. BCHA reserves the right to reject the proposal of any Proposer violating this provision. If any Respondent has any reason, not related to this RFP, to contact any of the above parties, they will be required to disclose to that party that they are a respondent in this solicitation. Failure to adhere to these requirements may result in disqualification from the solicitation.

1. Responses to questions shall be made via the form of addenda which will be posted on the BCHA website (www.bchaf1.org) and on the DemandStar website (www.demandstar.com)

2. Unless an answer or information is provided by BCHA in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Proposer.

13. Notices

13.1. Bid Protest

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

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

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

Appeals:

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

13.2. Cost of Proposal

All costs incurred, directly or indirectly, in response to this solicitation, to include the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the Proposer. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Proposer. BCHA will not provide reimbursement for such costs.

13.3. Amendments to Solicitation

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

13.4. Direct or Indirect Conflicts of Interest

Proposer shall certify that except as otherwise disclosed, neither it nor any of its subcontractors include persons who have an interest, direct or indirect in this proposed contract and who during his or her tenure or for one (1) year thereafter are:

- I. A present or former member of BCHA's Board of Commissioners, a present or former member of Building Better Communities, Inc. or MCCAN Communities, Inc. Board of Directors or any member of the Board of Commissioners/Directors immediate family;
- II. Any BCHA employee who formulates policy or who influences decisions with respect to BCHA's project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner;
- III. Any public official, member of the local governing body, or State or local legislator (including members of the Broward County Board of Commissioners, or Florida legislator), or any member of such individuals' immediate family;
- IV. A member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or a resident commissioner;
- V. In addition to complying with any applicable professional conduct standards relating to conflicts of interest, proposer affirms and agrees that he/she does not reasonably anticipate representation of any client in any matter to potentially affect delivery of professional services to the BCHA, Building Better Communities, Inc. MCCAN Communities, Inc. or affiliated entities which could result in a recusal by the respondent to the detriment of the intended clients of this solicitation.

NOTE: "*Immediate family*" member means the spouse, mother, father, brother, sister, or child of a covered class member whether related as a full blood relative, or as a "half" or "step" relative (e.g., half-brother or stepchild).

13.5. Prohibition against Gifts/Favors/Anything of Monetary Value

No BCHA employee can accept or solicit for themselves or for others, anything of value from Proposer or any person, corporation, or other entity doing business with or attempting to do business with BCHA, Building Better Communities, Inc. or MCCAN Communities, Inc.

13.6. Compliance with Law

While conducting business with BCHA, Proposer 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. All proposers must be authorized and/or licensed to do business in Florida. Proposer is responsible for contacting their local city and county authorities and the State of Florida to ensure that Proposer 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 Proposer.

Proposers/Contractor(s) are subject to Instructions to Offerors – Non-Construction, HUD Form 5369-B, at <https://www.hud.gov/sites/documents/5369-B.PDF> and attached as Exhibit J.

Proposers/Contractor(s) are subject to General Contract Conditions Non-Construction Section I, HUD Form 5370-C, at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf> and attached as Exhibit K.

E-Verify:

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

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

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

13.7. **Public Access to Procurement Record**

The laws of the State of Florida, including the Florida Open Records Act, require procurement records and other records to be made public unless otherwise provided by law. The awarded Proposer shall comply with Florida's Public Records Law. Specifically, the awarded Proposer shall:

- I. Keep and maintain public records that ordinarily and necessarily would be required by BCHA in order to perform the service;
- II. 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 does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- III. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- IV. Meet all requirements for retaining public records and transfer to BCHA, at no cost, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.
- V. **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 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

13.8. **Ownership of Documents**

All documents and information generated, prepared, assembled or encountered by or provided for pursuant to this RFP are the property of BCHA. Proposers shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BCHA as a result of this RFP.

13.9. Advertising

In submitting a proposal, Proposer agrees not to use the results from it as a part of any commercial advertising. BCHA does not permit Proposers to advertise or promote the fact of your relationship with BCHA in the course of marketing efforts, unless BCHA specifically agrees otherwise.

13.10. Government Restrictions

In the event any change in governmental regulations or mandates which would necessitate alteration in the performance of services offered, it shall be the responsibility of the successful Proposer to immediately notify BCHA in writing specifying the regulation which requires an alteration. BCHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to BCHA.

13.11. Indemnification

BCHA is defined in this Section to include BCHA Commissioners/Board of Directors, employees, agents and/or assigns. To the fullest extent permitted by law, Proposer agrees to indemnify BCHA and hold it harmless from and against any and all claims, damages, losses or expenses, including reasonable attorney fees, arising out of or in the performance of the Services by Proposer, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Proposer's indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Proposer or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. BCHA cannot, and by the agreement resulting from this RFP does not, agree to indemnify, hold harmless, exonerate or assume the defense of the Proposer or any other person or entity whatsoever, for any purpose whatsoever.

14. Evaluation Criteria

The proposed evaluation is an initial process designed to elicit a short list of proposers; with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. ***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 Proposer'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 Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

A committee will evaluate the proposals received under this solicitation in accordance with the minimum information requirements and the Proposal Preparation and Submission Outline below. The evaluation process will be based on a weighted point system with the

evaluation factor or sub-factor's relative weight listed immediately following each factor/sub-factor. The BCHA urges all interested Proposers to carefully review the requirements of this RFP.

All submissions will be evaluated by an Evaluation Committee comprised of staff and/or consultants. Written submissions containing the requested information will serve as the initial basis for selection of finalists. Each proposal has a possible score of one hundred (100) points as set forth below.

A short list of finalists will be established based upon the written submissions. Interviews may or may not be conducted with the finalists. These interviews of the finalists may be used to identify the top-rated Proposer utilizing the same point system as described below.

The BCHA reserves the right to reject any and/or all proposals.

The BCHA further reserves the right to negotiate with the Proposer selected and to accept the proposal which is in the best interest of the BCHA.

Proposal Preparation and Submission Outline

Firms shall submit proposals in accordance with the following outline to receive the maximum points (100) under this solicitation. Items which are not addressed within the proposal will be given a score of zero (0).

Responses to each Evaluation Factor should be submitted as Exhibits C, D, E, AND F

Factor	Points	Description
#1	35	Qualifications and Experience of Vendor Personnel (Submit as Exhibit C) A. Qualifications and Experience (15 points) B. Primary Point(s) of Contact (10 points) C. Accessibility and Availability (10 points)
#2	25	Prior Experience in representing public housing agencies, other government agencies, Not-for profit entities, Instrumentalities and Affiliates. (Submit Response as Exhibit D)
#3	25	Experience with Real Estate Development, entitlement work, zoning; grant and subsidy sources; Finance, Construction Law and defects; platting; condo docs; fee simple townhouse approvals (Submit Narrative Response as Exhibit E)
#4	15	Fee Proposal (Submit Response as Exhibit F in a separate document/binding)
Total	100	

- Evaluation Factor #1 – Qualifications and Experience of Vendor Personnel (Exhibit C)**
Please complete Exhibit C (35 Points)
- Evaluation Factor #2 – Prior experience in representing public housing agencies, other government agencies, Not-for-profit entities, Instrumentalities and Affiliates. (Exhibit D)**
Please complete Current and Prior Experience form, Exhibit D. Provide names of agencies or entities that you have or are representing within the last five (5) years. Provide the name of the firm, contact person, telephone number, and email address, nature of the representation, and period of time you represented the organization. (25 Points)

3. **Evaluation Factor #3 – Experience with Real Estate Development, entitlement work, zoning; grant and subsidy sources; Finance, Construction Law and defects; platting; condo docs, fee simple townhouse approvals. (Exhibit E)**

Please submit narrative outlining relevant experience and qualifications with land and multifamily acquisition, housing development process, and issues related to housing rehabilitation. **(25 Points)**
4. **Evaluation Factor #4 – Fee Proposal: Standard Rates and Reimbursable Costs (Exhibit F)**
 - a. Complete the Fee Proposal Form provided (see Exhibit F)
 - b. Use additional sheets as needed to describe the anticipated hierarchy of involvement of partners, senior staff associates, etc. and applicable billing rates. Briefly describe your “best practice” to manage client billing and simultaneously provide the highest-level experience or technical capacity. **(15 Points)**
5. **Evaluation Method and Award Process**

Each proposal will first be evaluated for responsiveness (i.e., meets the minimum of the published requirements). BCHA reserves the right to reject any proposals deemed as not minimally responsive.
6. BCHA will form an Evaluation Review Committee to review proposals and make recommendation for selection based on but not limited to the evaluation factors set forth above. BCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirements stated in the RFP.
7. After evaluations, the committee will determine the top proposals that have a reasonable chance of being selected for award considering both the technical aspects and fee proposal. These shortlisted Proposers may be chosen for an onsite interview to determine the highest ranked proposal. The interviews of the finalist(s) will be used to further evaluate the Respondent(s) and ultimately identify the top-rated Respondent.
8. Following interviews, all finalists shall be fully reviewed, taking into account all information from both the written submission and interviews. The Evaluation Committee shall then meet and discuss the Respondents and come to a consensus ranking based on the criteria set forth. Based on interviews, the Interview Panel may modify the Respondents’ application ranking score.
9. Any tie in scoring will be decided by a majority vote of the interview committee. Final award will be approved by the BCHA Board of Commissioners and if appropriate a recommendation will be made to the not-for-profits Board of Directors on behalf of the not-for-profits and related affiliates. Contract negotiations may, at BCHA's option, be conducted prior to or after the Board of Commissioner's award.

10. BCHA will make a determination of whether, in the opinion of BCHA, the Proposer is capable of undertaking and completing the RFP Scope of Work delineated within this RFP in a satisfactory manner. BCHA will award a contract only to a responsible Proposer that has the ability to successfully perform under the terms of this RFP. BCHA's determination includes an assessment of the Proposer's technical resources/ability to perform the Scope of Work in accordance with the RFP requirements.
11. Should the individual members of the Evaluation Review Committee be made known to the proposer in any manner prior to submission or during the review process, the proposer shall not contact the committee members, or their proposal may be rejected.
12. All persons having familial (including in-laws) relationships with principals and/or employees of a proposer entity will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in and/or contract with a proposer entity will be excluded from participation in the evaluation process.
13. Notification of the results of the evaluation including the name of the successful proposer will be posted on BCHA's website at www.bchafl.org.

15. Contract Award

Contract award of this RFP will be based on the responsiveness of the law firm's information compared to the Evaluation Factors.

By completing, executing and submitting the Form of Proposal, Exhibit A, the proposer agrees to abide by all terms and conditions pertaining to this RFP.

15.1. Authorized Procurement Authority

All contracts where the base contract amount or any option exceeds \$100,000 are required to be approved by the Boards. In addition, all contract modifications in excess of \$100,000 require approval by the Boards.

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

Acceptance of services will be the responsibility of the Contracting Officer ("CO"). Those responsibilities may be delegated to a designee. The Contracting Officer, or designee, is responsible for final approval and acceptance of all services rendered.

15.3. Contract Document

BCHA and the successful proposer will execute BCHA's standard contract (Sample attached as Exhibit L). BCHA will not execute a contract on the successful proposer's forms. However, BCHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer 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 proposer the right to refuse to execute BCHA's contract form.

15.4. **Contract Clauses**

It is the responsibility of each prospective proposer to notify BCHA, in writing, prior to submitting a proposal, 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 proposer is not willing to abide by BCHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

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

15.5. **Contract Terms and Conditions**

The contract that BCHA expects to award as a result of this RFP will be based upon the RFP, the contract terms and conditions, the Proposal submitted by the successful Proposer and any subsequent revisions to the Proposer's Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by BCHA, except that no objection or amendment by a Proposer to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless BCHA has explicitly accepted the Proposer's objection or amendment in writing.

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15.6. **Unauthorized Sub-Contracting**

The successful proposer 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 by way of merger with another firm or otherwise transfer 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. If the Proposer anticipates the use of other firms with relevant expertise that is considered distinct or critical to the fulfilment of the anticipated duties, those firms should be identified on a separate page.

15.7. **Insurance Requirements**

Prior to award but not as a part of the proposal submission, the successful proposer will be required to provide an original certificate evidencing insurance coverage as described in Section 10 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**

There shall be a 30-day notification to BCHA in the event of cancellation or modification of any stipulated insurance coverage. Licensing and insurance requirements will be examined and approved by the BCHA CFO prior to contract award.

15.8. Right to Negotiate Fees

BCHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at BCHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after BCHA has chosen the top-rated proposer. If such negotiations are not, in the opinion of BCHA, successfully concluded within five business days, BCHA shall retain the right to begin negotiations with the next highest rated proposer, until the top three have been contacted at which point the work will be re-bid if necessary.

15.9. Contract Period

The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is the latest, and shall terminate two (2) years from that date. The Contracting Officer may renew this contract on an annual basis not to exceed (3) three years subject to proposer acceptance, satisfactory performance and determination that renewal will be in the best interest of the BCHA. Renewal is at the discretion of the Housing Authority and affiliates.

- I. Notification of Intent to Renew will be mailed ninety (90) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period unless subject to price adjustment specified as a "special condition" hereto.
- II. In the event services are scheduled to end because of the expiration of this contract, the Proposer shall continue the service upon the request of the Procurement Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by BCHA.

15.10. 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.

Work Product. To the extent reasonably practicable, within ten business days, Contractor agrees to provide BCHA any and all documents, reports or data initiated, prepared or acquired in any matter during the course of Contractor's representation of BCHA upon BCHA's oral or written request and to retain any such documents, reports or data in accordance with Federal and Florida records retention laws and administrative rules.

15.11. Contract Payment

- I. In accordance with payment schedules, proposer will submit invoices to Noah Szugajew, Executive Assistant, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319.
- II. BCHA will make no advance payments for the goods and/or services that are subject of this RFP, unless otherwise noted in the contract. Invoices may be submitted on no more than a monthly basis.

15.12. Invoicing Requirements

- I. Proposer 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 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.
- II. All invoices must be itemized showing: Proposer's name, remit to address, contract number, service location (site name), and prices per the contract, itemized in order to facilitate contract auditing.
- III. Each invoice must detail the service and location at which performed.
- IV. BCHA will pay the properly completed and authorized invoice within thirty days of receipt.
- V. BCHA will pay invoices by check or ACH.

**LAST PAGE OF DOCUMENT
PLEASE SEE ATTACHED EXHIBITS A THROUGH L**

Respondents shall provide responses to Evaluation Factors 1 through 4 as Exhibits C, D, E, AND F

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 22-311
REQUEST FOR PROPOSAL
GENERAL LEGAL SERVICES**

PROPOSAL SUBMISSION FORM – EXHIBIT 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.

Technical Proposal		
X=Included	Tab	Contents
	1	Exhibit A – Proposal Submission Form
	2	Exhibit B – Profile of Firm Form
	3	Exhibit C – Qualifications and Experience of Vendor Personnel (Name and Attach your response to Evaluation Factor # 1 as Exhibit C)
	4	Exhibit D – Prior Experience... (Name and Attach your response to Evaluation Factor #2 as Exhibit D)
	5	Exhibit E – Narrative explaining Experience with Real Estate Development... (Name and Attach your response to Evaluation Factor #3 as Exhibit E)
Price Proposal (Submit in a separate document/binding)		
X=Included	Tab	Contents
	1	Exhibit F – Proposed Fee Schedule (Name and Attach your response to Evaluation Factor #4 as Exhibit D)
	2	Exhibit G – Form HUD 5369-A Representations, Certifications, and Other Statements of Bidders
	3	Exhibit H – Sworn Statement Under Section 287.133 (3) (A) Florida Statutes on Public Entity Crimes
	4	Exhibit I – Certification Pursuant to Florida Statute 287.135

CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:

 ONE (1) ORIGINAL AND **THREE (3) COPIES OF YOUR TECHNICAL PROPOSAL, AND**
 ONE (1) ORIGINAL AND **ONE (1) COPY OF YOUR PRICE 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 part.
2. As described within the Reservation of Rights section of the RFP, 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 requirement.
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.

PROPOSAL SUBMISSION FORM – EXHIBIT A – CONT'D

4. He/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 22-310
REQUEST FOR PROPOSAL
GENERAL LEGAL SERVICES**

PROFILE OF FIRM FORM – EXHIBIT 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. Debarred Statement: Has the firm, or any principal 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.

3. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner or Officer of BCHA, Building Better Communities, and MCCAN Communities.

Yes No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

4. Please indicate the structure of your company.

- | | |
|---|--|
| <input type="checkbox"/> Publicly Held Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Privately Held Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Sole Proprietorship |

5. State whether the proposer, its officers, partners, principals, agents or employees that are expected to perform services under this RFP have been disciplined, admonished, warned or had license, registration, charter, certification or any similar authorization to engage in a profession suspended or revoked for any reason.

6. 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.

7. 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 or to cancel any award with the undersigned party.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 22-311
REQUEST FOR PROPOSAL
GENERAL LEGAL SERVICES**

EXHIBIT C

QUALIFICATIONS AND EXPERIENCE OF VENDOR PERSONNEL

A. Qualifications and Experience:

1. Present proposed organizational chart identifying the key individuals and their proposed roles.
2. Provide detailed resumes of each person (professional staff only). Resumes should be in this format:
 - a. Name & title.
 - b. Job assignments/other projects.
 - c. Number of years with this firm
 - d. Number of years with other firms.
 - e. Experience - brief description of the duties and roles performed including relevant disciplines (such as Land Use, Construction, Commercial Transactions etc.) Also include any experience related to items 1-10 of Section 7, Scope of Work.
 - f. Identify experience with a Public Housing Agency or other governmental agency.
 - g. Educational achievements.
 - h. Professional affiliations/credentials of assigned personnel.
 - i. The level of responsibility to be assumed by each person.
 - j. Specific detailed litigation experience and include dates of when services were performed.
 - k. Prior jury trial experience and include dates of when services were performed.
 - l. The Florida Bar membership number and date of admission to The Florida Bar for firm members to be assigned to BCHA.

B. Primary Point(s) of Contact:

Provide an overall narrative of the qualifications of persons proposed to work directly with the BCHA.

1. Identify the proposed designated Lead Attorney, who shall have a minimum of five (5) or more years of experience representing a housing authority or its relative equivalent.

2. Identify the proposed secondary member of the firm should be identified and highlight their experience in the event a substitution of the Lead Attorney becomes necessary.

C. Accessibility and Availability:

1. Identify the accessibility of the proposed designated Lead Attorney and the response time that the individual offers to BCHA. Specifically, identify the lead-time required for attending scheduled or specially called meetings. Identify how quickly the Lead Attorney can arrive in person to attend an unscheduled, urgent meeting. Identify the same for any assisting attorneys.
2. Provide the number of current clients for the firm as a whole and for the attorney(s) assigned to BCHA.

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 22-311
REQUEST FOR PROPOSAL
GENERAL LEGAL SERVICES**

Fee Proposal Form - EXHIBIT F

In addition to the attorney's fees, BCHA will be responsible for the payment of any and all filing fees, service fees, costs, and expenses associated with eviction litigation.

FIRM may bill BCHA for reasonable and ordinary actual expenses, including, but not limited to, Westlaw and other legal research aids, postage and copying costs, facsimiles, messenger services, and court costs, which will include but not be limited to, filing fees, service of summons, service of subpoenas, witness fees (including expert witness fees), court reporter fees, etc. Billings for expenses shall be accompanied by supporting documentation of costs incurred.

Hourly Billing: Please provide the dollar amount of fixed and/or hourly fees and costs your firm will charge for providing legal services. (Please identify the hourly rate of each attorney and support personnel).

Services Hourly Fees				
Position	Year 1 and 2 (initial two-year award)	Year 3 (optional renewal)	Year 4 (optional renewal)	Year 5 (optional renewal)
Lead Attorney				
Partners				
Associates				
Paralegals				
Of Counsel				
Other				

Evictions: Please quote a flat fee for eviction cases that result in the entry of a default judgment and for those that are resolved at mediation. For eviction cases that go to trial without mediation or after mediation please quote a flat fee plus an hourly rate.

Eviction Cases that Result in the Entry of a Default Judgment:				
	Year 1 and 2 (initial two-year award)	Year 3 (optional renewal)	Year 4 (optional renewal)	Year 5 (optional renewal)
Flat Fee:				
Eviction Cases that are Resolved at Mediation:				
	Year 1 and 2	Year 3	Year 4	Year 5
Hourly Rate:				
Eviction Cases that go to Trial without Mediation:				
	Year 1 and 2	Year 3	Year 4	Year 5
Hourly Rate:				
Eviction Cases that go to Trial after Mediation:				
	Year 1 and 2	Year 3	Year 4	Year 5
Hourly Rate:				

The person signing this form must be a person authorized to bind the Law Firm contractually. An original signature must be signed in ink, preferably in a color other than black. Signature stamps are not acceptable. The undersigned certifies that he/she has the authority to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Firm/Company: _____

Telephone Number: _____ FEID #: _____

Email: _____

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

(Exhibit G)

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



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.

EXHIBIT H

- 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

 NOTARY PUBLIC, STATE OF FLORIDA

SEAL OF OFFICE:

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



**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

EXHIBIT 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.

**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 I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.
- #### 3. Termination for Convenience and Default
- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
 - (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
 - (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
 - (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
 - (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

23. Procurement of Recovered Materials

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

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

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

Building on Success

4780 North State Road 7, Lauderdale Lakes, Florida 33319 • (954) 739-1114 • Fax (954) 535-0407 • TRS/Florida Relay Service 711 • www.bchaf.org

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" and/or "BCHA".

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 RFP 22-311 General Legal Services** performed as specified.

In strict accordance with the specifications dated **4/13/2022** as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for two (2) years, expiring on _____; with three (3) one (1) year renewal option periods.

Article II - Contract Price: The PHA shall pay the Contractor at the rates established in Exhibit F, Fee Proposal Form for the performance of the contract, in current funds, subject to additions and deductions as provided for in the specifications.

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

- a) This instrument
- b) Specifications, Terms and Conditions contained in RFP 22-311
- c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- d) Licenses
- e) Board Resolution Number _____
- F) Contractor's Response to RFP 22-311

Article IV - Additional Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

1. The terms and language in RFP 22-311; and
2. The terms and language in Contractor's response to RFP 22-311.

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.

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: _____