



**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 22-306  
REQUEST FOR PROPOSAL  
SPECIAL LEGAL SERVICES**

**DATE OF ISSUE: MAY 9, 2022**

**QUESTIONS DUE: MAY 23, 2022 4:00 PM (EST)  
RESPONSES DUE: JUNE 1, 2022**

**PROPOSALS DUE: JUNE 8, 2022 2:00 PM (EST)**

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

**CONTACT: JOE RICARDO  
PROCUREMENT MANAGER  
BROWARD COUNTY HOUSING AUTHORITY  
4780 NORTH STATE ROAD 7  
LAUDERDALE LAKES, FL 33319  
TELEPHONE: 954-739-1114, EXTENSION 1513  
E-MAIL: [JRICARDO@BCHAFL.ORG](mailto:JRICARDO@BCHAFL.ORG)**

## 1. Introduction

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

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

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

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

The BCHA is represented by separate legal counsel on items considered “local” such as Landlord Tenant disputes, personnel issues, some state statute issues, some contracts, Board of Commissioner meetings, etc. However, instrumentalities and affiliates impacted by state laws and by-laws, or multifamily properties post RAD conversion are anticipated to be primarily in the purview of Special Counsel as well as LIHTC related issues and federal statutes and regulations.

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## 2. Solicitation Background and Anticipated Schedule

BCHA is seeking to obtain proposals from firms qualified to perform services as described within the Scope of Work section.

- 2.1 It is the intention of BCHA to award a contract for a term of two (2) years with three (3) one-year renewal option periods.
- 2.2 This solicitation is subject to the BCHA Procurement Policy, as revised April 21, 2020, a copy of which is available at: <https://bchafll.org>.
- 2.3 Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of BCHA.

Anticipated Solicitation Schedule Event	Date (and Time)
RFP Published	May 9, 2022
Deadline for Receipt of Questions and/or Comments via E-Mail	May 23, 2022 @ 4:00 PM EST
Date of Addendum for Response to Questions	June 1, 2022
Deadline for Proposal Submissions	June 8, 2022 2:00 PM EST
Evaluation Committee Review of Proposals	June 23, 2022
Evaluation Committee Interview of Short-Listed Proposers (If needed)	June 27 - June 30, 2022
Public Evaluation Committee Ranking of Shortlisted Proposers (If needed)	July 1, 2022
Approval by Board of Commissioners – Anticipated Date	July 19, 2022
Effective Date of New Contract – Anticipated Date	August 1, 2022

## 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 a secondary or backup firm, or recommend separate counsel is engaged for work related to the not-for-profit enterprises.
- 3.4 BCHA shall retain the right to have the successful proposer provide services in any matter that the BCHA believes the legal firm is qualified to provide and if in the opinion of the 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 days written notice to the successful proposer(s).

- 3.6 BCHA reserves 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 proposer 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 determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.
- 3.8 BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 3.9 BCHA reserves the right to negotiate the fees submitted, terms of engagement and scope of work.
- 3.10 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 provided forms; or
  - Failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 3.11 BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 3.12 In the event of legal action BCHA will not waive trial by jury.
- 3.13 BCHA at its sole discretion will select a venue located in Broward County, Florida for any legal proceedings arising from this contract.
- 3.14 This request for proposal and any subsequent contract supersedes any other agreement with contractor/proposer.

#### **4. Scope of Work (SOW)**

- 4.1 **General Requirements:** BCHA is actively soliciting proposals from qualified law firms to provide “Special” Legal Services. Proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document in its entirety. SOW: Guide legal strategies and documentation in support of the goals to build a significant base of operating properties within the multifamily arena from a Special District perspective; able to develop and capitalize on relationships with key influencers of multifamily assets such as lenders, equity investors, individuals, corporate or non-profit, donors, philanthropists, and or

partners; cultivate access to equity; create and review structured finance documents; and review joint venture investment opportunities, analyze legal options and agreement terms related to Section 42 of the Internal Revenue Code, craft and negotiate rights of first refusal, partnership exit strategies and issues related to tax credit compliance and the technical implications related to housing created in part by tax credits, bonds, or other public sources, as well as expansion or disposition of assets post-RAD; Faircloth options, and procurement related to multi-family operations.

4.2 To put the opportunity in context, budgets and audits can be found at [www.bchafl.org](http://www.bchafl.org). The goal is to create a collaborative, as well as technically sufficient, relationship between the selected law firm and BCHA.

#### 4.3 **Service Requirements and Technical Specification**

4.3.1 The awarded contractor shall provide Special Legal Services for housing services as detailed below. The scope of services will require a comprehensive, pro-active law firm with the ability to assemble a customized team of lawyers and act as a strategic partner as well as legal technicians.

Access to qualified senior level attorneys, preferably at the partner level, with extensive knowledge of multifamily real estate opportunity formation, for example, partnership or joint venture structures targeted to not-for profit expansion or fund formation to attract similar housing providers is desired.

##### 4.3.2 **Services** plausibly anticipate:

- Avoiding and minimizing unrelated business income tax
- Producing and clearing Private Placements
- Surety Litigation
- Construction Litigation
- Partnership and Joint Venture consultation
- Affordable Housing position papers
- Portfolio due diligence
- EPA/DEP environmental compliance and clean-up
- Subordination Agreements and Collateral issues related to not-for-profit affordable housing
- Legal risks or rights of social media presentations
- Disparate Impact and affordable housing site locator
- Instrumentalities and affiliates
- 4% bonds and creative gap financing
- Shopping center and office building conversions
- Track pending federal legislative and regulatory requirements that impact the Public Housing Agency (PHA).
- Communicate the relevance, benefits and risks associated with the use of instrumentalities and affiliated entities to multiple Boards members.

- Firm shall be familiar with underwriting assumptions for tax credit, bond and private market development financing.
- Negotiate development terms; drafting and/or review of legal documents; propose and negotiate viable structure to close loans or other forms of financing, including layering of financing sources, subordination negotiation and documentation, especially in the absence of personal guarantees.
- Firm shall identify internal litigators with experience and ability to defend or initiate actions in appropriate jurisdiction for material breach, warranty issues, construction defects, financial defaults, breach of fiduciary duty, and other claims that may accompany the development of income targeted housing.
- Provide guidance and opinions concerning for-profit and not-for-profit partnerships as well as advise on the creation of new partnership models to encourage micro neighborhood development outside tax credit and bond financing.
- The firm’s “key contact” will be expected to provide meaningful guidance to leverage proprietary or other funds to meet on-going income targeted housing need while generating sufficient revenues to be a self-sustaining, perpetual provider of affordable rental housing.
- Advise on ability, methodology, conformity with regulations or statutes for the use of Project Based Vouchers as a development option and otherwise assist client identify opportunities and evaluate options, which may include acquisition of low income Assisted Living facilities, acquire General Partner interests in tax credit properties, evaluate acquisition of properties with Housing Assistance contracts in place, or unsubsidized multifamily suitable for acquisition/preservation. Assist in the structure, negotiating and closing New Market Tax Credits with a housing component.
- Address as needed implementation or response to emerging HUD policy changes, as well as advise on existing federal laws related to housing.
- Ensure tax exempt entities and for-profit subsidiaries adhere to proper governance procedures. Respond to potential pre-litigation legal questions as needed, such as bid protests, applicability of Section 3 requirements, procurement issues arising from initiatives not funded through the Department of Housing and Urban Development.
- Advise on construction and insurance related complaints, claims, and challenges.

#### 4.4 **Minimum Eligibility Requirements**

The proposer shall meet the following requirements to have its proposal considered:

The direct supervising attorney or primary point of contact must have a minimum of ten (10) years’ experience providing similar services, accustomed to transparency and public reporting, and steeped in Low-income Housing Tax Credit (LIHTC) and Public Finance rights and obligations.

4.4.1 Firm performing services under this solicitation must be able to arrange for the provision of legal services in Florida under their direct supervision if necessary.

**4.5 Contact Location**

**4.5.1** Post contract execution communications will primarily be through BCHA’s Headquarters, 4780 North State Road 7, Lauderdale Lakes, Florida 33319-5860.

Service Location	Contact Person
BCHA Corporate Offices Headway Office Park 4780 North State Road 7 Lauderdale Lakes, FL 33319	Procurement: Parnell Joyce Tel: 954-739-1114

**4.6 Staff Reassignments**

Any planned reassignment to lower cost personnel must be approved in advance to assure compliance with the minimum expectations of this contract.

**5. Response**

**5.1 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 able to address State of Florida and all other regulatory agency requirements necessary to provide legal services. The Proposer 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 may require any or all Proposers to submit evidence of proper licensure.

5.1.1 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:

5.1.2 Proposer shall submit an original certificate evidencing the proposer’s current **Worker’s Compensation** carrier and coverage amount. Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.

5.1.3 An original certificate evidencing **General Liability** coverage evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000 with a deductible of not greater than \$1,000.

- 5.1.4 Professional Liability: **Professional Liability** insurance in the amount of not less than \$1,000,000 per claim; \$2,000,000 aggregate.
- 5.1.5 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.
- 5.1.6 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 or Building Better Communities, Inc. (BBC).
- 5.1.7 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BCHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

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

- 5.2.1 List the name, addresses, services performed, contact persons, as well as contact phone numbers, fax numbers and e-mail addresses of at least three clients for whom similar services are being performed currently or within the past two years.
- 5.2.2 Include information specifying if the clients are past or current.
- 5.2.3 Advise clients being submitted as references that they may be contacted by BCHA staff in the evaluation of the response. In addition, include the names of at least two (2) previous clients who no longer use the services of your firm.

## 5.3 **Price Escalation**

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

5.4 **Site Visits**  
Not applicable

5.5 **Pre-Bid Meeting**  
Not applicable

**6. Cost and Price Information (To submit in a separate PDF file):**

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.

**7. Awarded Proposer's Responsibilities**

- 7.1. The selected Vendor shall be responsible for the professional quality, accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the Vendor and its principals, officers, employees, and agents. In performing such services, Vendor shall follow practices consistent with generally accepted professional standards.
- 7.2. All employees of the Vendor shall be considered to be, at all times the sole employees of the Vendor, under his sole direction and not an employee or agent of BCHA. BCHA may require the Vendor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued engagement on BCHA work matters is not in the best interest of BCHA.
- 7.3. BCHA shall reserve the right to demand and receive a change in personnel assigned to the work if BCHA believes that such change is in its best interest and in the completion of the assigned work.
- 7.4. The Vendor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- 7.5. Vendor shall have in its employ, or under its control, sufficient qualified, experienced and competent personnel to perform work promptly and in accordance with a schedule or work program, as approved by BCHA. Vendor shall employ only such workers as are skilled in the tasks to which they are assigned. Vendor shall be responsible for overseeing the work of all workers.

## 8. Response Submission

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

File	Contents
<p><b>1</b></p>	<p><b>File Name:</b> <u>RFP 22-306 Part 1 - Technical Proposal</u></p> <p>This file shall include responses to Evaluation Factors 1-5 (see section 11):</p> <ul style="list-style-type: none"> <li>• <u>Evaluation Factor 1</u>: Cover Letter</li> <li>• <u>Evaluation Factor 2</u>: Innovative Proactivity, Federal and State Experience with Similar Types of Organizations</li> <li>• <u>Evaluation Factor 3</u>: Successful Litigation and Low-income Housing Tax Credit Experience</li> <li>• <u>Evaluation Factor 4</u>: Experience with Real Estate Development, Finance, Construction Law</li> <li>• <u>Evaluation Factor 5</u>: Lead Attorney Qualifications</li> </ul> <p>This file shall also include resumes, licenses, organizational chart, indexes</p>
<p><b>2</b></p>	<p><b>File Name:</b> <u>RFP 22-306 Part 2 – Fee Proposal</u></p> <p>This file shall include the Fee Proposal response to Evaluation Factor 6 Submitted using <b>Attachment C</b>. See Section 11.6. <b>(submit in a separate PDF File)</b></p>
<p><b>3</b></p>	<p><b>File Name:</b> <u>RFP 22-306 Part 3 – Forms and Addenda</u></p> <p>This file shall include:</p> <ul style="list-style-type: none"> <li>• <b>Attachment A</b>, Form of Proposal:</li> <li>• <b>Attachment B</b>, Profile of Firm Form along with: <ul style="list-style-type: none"> <li>○ IRS Form W-9</li> <li>○ Business license</li> <li>○ Insurance certificates.</li> </ul> </li> <li>• <b>Attachment D</b>, Client References addressing requirements as listed within solicitation document (see section 5.2).</li> <li>• <b>Attachment E</b>, Form HUD-5369-A Representations, Certifications, and Other Statements of Bidders</li> <li>• <b>Attachment F</b>, Sworn Statement Under Section 287.133 (3) (A) Florida Statutes on Public Entity Crimes</li> <li>• <b>Attachment G</b>, Certification Pursuant to Florida Statute 287.135</li> <li>• <b>Addenda (if any)</b></li> </ul> <p>Failure of a proposer to include any of the forms, documents, and/or information above may result in their proposal/submission being deemed non-responsive.</p>

8.1.1 Firms shall submit proposals that respond to the factors listed in Section 11 for a maximum score of 100 points. Responses which fail to address an evaluation factor will be awarded zero points on such factor.

8.1.2 Presenting the Proposal:

- Technical Proposal (section 11, Evaluation Factors 1 through 5) must not exceed **twenty (20)** pages in length when printed, excluding resumes, licenses organizational chart, indexes, and/or requested attachments/forms. If a Technical Proposal exceeds **20 pages**, excluding resumes, licenses, organizational chart, indexes, and/or requested attachments/forms, the pages over **20** will not be provided to the Evaluation Committee for evaluation. The proposal must be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Double-sided pages will be counted as two pages. Type size shall not be less than 11-point font. The proposals pages should be sequentially numbered.
- The Proposer will limit the resumes to no more than two (2) pages per person. Pages of individual resumes in excess of two (2) pages will not be supplied to the Evaluation Committee.
- Unnecessarily elaborate special brochures, artwork, and expensive visual and other presentation aids are neither necessary nor desired.
- It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.
- All information must be incorporated into a response to a specific requirement and clearly referenced. Any information the firm provides which does not meet these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- All information presented in response to this RFP must be included in the submitted response. **No information may be linked to a website that requires reviewers to access such website for consideration of the information.** Any information which requires a reviewer to access such links will not be considered as part of the firm's proposal. BCHA may award a contract without discussions on the basis of the initial offers received; therefore, each initial offer should contain the firm's best terms from a price and technical standpoint.
- The firm shall ensure that the response is received by the time and date indicated on the first page of this solicitation. The submittal shall clearly indicate the solicitation number and title. Submissions received after the submission deadline will not be accepted.

- Firms shall not change any requirements or forms contained herein, either by marking or entering onto these documents or the documents submitted any revisions or additions; if such additional marks, notations, or requirements are entered on any of the documents submitted, such changes may invalidate that response.
  - By virtue of completing, signing, and submitting documents in response to this solicitation, the firm hereby agrees to comply with all of the conditions and requirements set forth within those documents.
- 8.2 All responses shall be submitted electronically through DemandStar at [www.demandstar.com](http://www.demandstar.com) by the date specified on the first page of this solicitation document.

In order to submit a proposal electronically through DemandStar, the firm must be registered with DemandStar. The firm's participation on DemandStar is free to parties interested in viewing and downloading documents as well as submitting proposals. Bid documents may be obtained electronically on DemandStar at <https://network.demandstar.com/agencies/florida/broward-county/housingauthority/procurement-opportunities/41951b11-ecf0-4d19-8fc2-778b0dbc5714/>

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

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

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

- ✓ **File 1:** RFP 22-306 Part 1 - Technical Proposal
  - ✓ **File 2:** RFP 22-306 Part 2 – Fee Proposal
  - ✓ **File 3:** RFP 22-306 Part 3 – Forms and Addenda
- Limit the size of the digital proposal to no larger than 100 MB for each submission;
  - Format and enable file submissions for printing in page letter size only;
  - Follow the attached instructions on "Responding to an Electronic Bid" on DemandStar.

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

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

### 8.3. Submission Responsibilities

- 8.3.1 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 <http://www.time.gov> shall determine receipt within deadline.
- 8.3.2 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.
- 8.3.3 By virtue of completing, signing, and submitting the completed documents, the vendor is stating agreement to comply with all of the conditions and requirements set forth within those documents.
- 8.3.4 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 will not be considered as part of the Vendor's proposal. 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.

## 9. Administrative Terms and Conditions

In order to maintain a fair and impartial competitive process, BCHA shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any BCHA staff except through the RFP Point of Contact named below, during the Pre-Proposal Conference (if any), as otherwise defined in this RFP or as provided by existing work agreement(s). Prohibited communication includes, but is not limited to, 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 Respondent violating this provision.

- 9.1 Proposers shall address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet of this document. Proposers shall not make inquiry or communicate with any other BCHA staff member or official, including the Audit Committee and the Board of Commissioners, pertaining to this solicitation. Failure to comply with this requirement may be cause for BCHA to disqualify from consideration a response submitted by the proposer doing so.
- 9.2 All questions shall be submitted via e-mail to the contact person named on the cover sheet of this document. Questions will not be accepted via telephone. Responses to questions shall be made via the form of addenda which will be posted on the BCHA website and on Demandstar.
- 9.3 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 Respondent.

## **10. Notices**

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

**Joe Ricardo, Procurement Manager  
Broward County Housing Authority  
4780 North State Road 7  
Lauderdale Lakes, FL 33319-5860**

### 10.2 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.

#### 10.3 **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.

#### 10.3 **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 [www.bchafl.org](http://www.bchafl.org) for additional information.**

#### 10.4 **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 BBC's Board of Directors or BCHA's Board of Commissioners, or any member of the either Boards 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 affecting the BCHA, Building Better Communities, Inc. or affiliated entities which would result in a recusal 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).

**10.5 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.

**10.6 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. It is the policy of BCHA that all proposers that conduct business with BCHA 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.

- 10.7 Proposers are subject to Instructions to Offerors – Non-Construction, Form HUD-5369-B, at <https://www.hud.gov/sites/documents/5369-B.PDF> and attached as Attachment H.

- 10.8 Proposers are subject to General Conditions for Non-Construction Contracts, Section 1, Form HUD-5370-C, at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf> attached as Attachment I.

**10.10 Public Access to Procurement Record**

- 10.10.1 The BCHA is a public agency subjected to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida’s Public Records Law. Specifically, the awarded Vendor shall:
- 10.10.2 Keep and maintain public records required by BCHA in order to perform the service.
- 10.10.3 Upon request from BCHA’s custodian of public records, provide the public agency with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.
- 10.10.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to BCHA.
- 10.10.5 Upon completion of the contract, transfer, at no cost to BCHA, all public records in possession of the Vendor, or keep and maintain public records BCHA upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.
- 10.10.6 During the term of the contract, the Vendor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subjected to the approval of BCHA. The Vendor agrees to make available to BCHA, during normal business hours and in Broward, Dade or Palm Beach Counties, all books or account, reports and records relating to this contract.
- 10.10.7 **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  
4780 North State Road 7  
Lauderdale Lakes, FL 33319  
(954) 739-1114 ext. 2316**

**10.11 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.

**10.12 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.

**10.13 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.

**10.14 Indemnification**

BCHA is defined in this Section to include BCHA Commissioners/related affiliate/instrumentality 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.

**11. 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.

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

<b>Factor</b>	<b>Points</b>	<b>Description</b>
1	10	<b>Cover Letter</b>
2	15	<b>Innovative Proactivity, Federal and State Experience with Similar Types of Organizations</b>
3	10	<b>Successful Litigation and Low-income Housing Tax Credit Experience</b>
4	40	<b>Experience with Real Estate Development, Finance, Construction Law</b>
5	20	<b>Lead Attorney Qualifications</b>
6	5	<b>Fee Proposal</b>
<b>Total</b>	<b>100</b>	

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

**Scoring Guide:**

- 0% - No Response
- 50% - Marginal
- 70% - Acceptable
- 85% - Exceeds Acceptable
- 100% - Outstanding in all Respects

Proposers which receive an average technical score (evaluation factors 1 through 5) less than 67 points will be deemed non-responsive.

**11.1 Evaluation Factor 1 – Cover Letter:**

Describe your firm’s Professional team backgrounds to include experience with similarly situated growth-oriented multifamily Housing Authority clients. Include

finance, LIHTC refinance, partnership buyout, exit strategy work, and limited partnership agreements.

Describe the anticipated hierarchy of involvement of partners, senior staff associates, etc. Briefly describe your “best practice” to manage client billing and simultaneously provide the highest level of experience or technical capacity. The primary point of contact is relevant.

To put the opportunity in context, budgets and audits can be found at [www.bchafll.org](http://www.bchafll.org). The goal is to create a collaborative, as well as technically sufficient, relationship between the selected law firm and BCHA. Several apartment communities will address fifteen-year tax credit compliance and refinance scenarios.

**11.2 Evaluation Factor 2 – Innovative Proactivity, Federal and State Experience with Similar Types of Organizations.**

Include a statement of your firm’s proactivity model to advise clients on changing dynamics (proposed legislation, bill status, statute changes, national safety standards or protocols (e.g. pandemic), employment rulings, Affirmatively Furthering Fair Housing (AFFH) implementation, etc.) that may affect the ability of the client to successfully sustain their operations.

Describe a complex financial stack of resources used to further affordable housing and your role in the negotiation or documentation process.

Describe your best legal recommendation in the use of instrumentalities and affiliates.

Describe your firm’s experience to address challenges with small market Fair Market Rents (FMR) and/or other administrative cost burdens.

**11.3 Evaluation Factor 3 – Successful Litigation and Low-income Housing Tax Credit Experience.**

Describe your firm’s experience as a successful plaintiff and/or defendant in construction litigation, surety action, federal administrative actions, and LIHTC/Section 42 Internal Revenue Service Code actions.

**11.4 Evaluation Factor 4 – Experience with Real Estate Development, Finance, Construction Law**

Describe your firm’s experience and qualifications to forge partnerships with not-for-profits or governmental entities aside from private developer partnerships. Cite experience with the expansion of a client housing authority portfolio other non-housing development process, and issues related to housing rehabilitation. Describe

your firm’s experience with equity and debt sources for Real Estate Development, Non-profit finance, multifamily acquisition / rehabilitation or divestiture, and HUD approval process on Declarations of Trust or expedited reviews.

Describe your firm’s replicable experience assisting client growth through asset sales, redevelopment, asset conversions, and/or new housing finance techniques. Strategic and technical experience should be included.

Describe your firm’s experience with Housing Choice Voucher (HCV) project-based initiatives; Rental Assistance Demonstration (RAD) post-conversion issue resolution to include Faircloth Amendment actions/considerations.

Describe your firm’s experience with Right of First Refusal with equity partners.

Describe your firm’s experience in the resolution of HUD-related matters to include Fair Housing, audits, litigation, and findings in any HUD programs.

Describe your firm’s experience advising a Central Office Cost Center or Procurement Department on “defederalized funds” and appropriate bid or solicitation requirements applicable to Affiliates or Instrumentalities to obtain third party independent services, and the related financial threshold levels if any.

#### 11.5 **Evaluation Factor 5 – Lead Attorney Qualifications**

Lead attorney qualifications, internal alternative attorney qualifications and supervising attorney qualifications if applicable.

#### 11.6 **Evaluation Factor 6 – Fee Proposal: Standard Rates and Reimbursable Costs** Complete the Fee Proposal Form provided (**Attachment C, submitted as a separate PDF File**)

Provide comprehensive cost/pricing for the entirety of service requirements as outlined in the Scope of Work.

The criteria for price evaluation shall be based upon the following formula:

$$\frac{\text{Lowest Proposer's Price}}{\text{Proposer's Price}} \times (\text{Fee Proposal Points}) = \text{Proposer's Awarded Points}$$

#### 11.7 **Evaluation Method and Award Process**

11.7.1 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.

- 11.7.2 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.
- 11.7.3 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. Final award will be approved by the BCHA Board of Commissioners.
- 11.7.4 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 recommend an award of contract to a responsible firm 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.
- 11.7.5 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 make contact with the committee members about this RFP, or their proposal may be rejected.
- 11.7.6 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.
- 11.7.7 In the event of ties, determination of the top-ranked proposer will be made in accordance with procurement policies and/or as follows:
- 11.7.1 The evaluation committee may reconvene, reconsider the responses, and re-rank the tied vendors.
- 11.7.2 If the foregoing does not resolve the tie, the vendor receiving the most first place votes from the evaluation committee's re-ranking.
- 11.7.8 Notification of the results of the evaluation including the name of the successful proposer will be posted on BCHA's website at [www.bchaf1.org](http://www.bchaf1.org) and on the DemandStar website at [www.demandstar.com](http://www.demandstar.com).

## 12. 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, Attachment A, the proposer agrees to abide by all terms and conditions pertaining to this RFP.

### 12.1 **BCHA Authorized Procurement Authority**

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

### 12.2 **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.

### 12.3 **Contract Document**

BCHA and the successful proposer will execute BCHA's contract. See **Attachment J** for a sample of this document. BCHA will not execute a contract on the successful proposer's forms. Contracts will only be executed on BCHA's form, and by submitting a proposal the successful proposer agrees to do so (please note that BCHA reserves the right to amend this contract form as BCHA deems necessary). However, BCHA will during the 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' contract form.

- 12.4 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.

### 12.5 **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.

**12.6 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) without the prior written consent of BCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BCHA shall be void and may result in the cancellation of the contract with BCHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract. 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.

**12.7 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 5 above, naming BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy. BCHA shall be named as the Certificate Holder using the following name address:

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

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 Vice President of Human Resources and Risk Management prior to contract award.

**12.8 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.

**12.9 Contract Period**

The initial contract period shall start on date of award and shall terminate two (2) year from that date. The Contracting Officer may renew this contract for three, one-

year periods subject to Proposer acceptance, satisfactory performance and determination that renewal will be in the best interest of the BCHA.

- 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 Purchasing Director. 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.

**12.10 Contract Service Standards**

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

**12.11 Contract Payment**

In accordance with payment schedules, proposer will submit invoices to Accounts Payable Department, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319 or email at [payments@bchafll.org](mailto:payments@bchafll.org). See **Attachment C**.

12.12 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.

**12.13 Invoicing Requirements**

12.13.1 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.

12.13.2 All invoices must be itemized showing: Proposer’s name, remit to address, purchase order number, service location (site name), and prices per the contract, itemized in order to facilitate contract auditing.

12.13.3 Each invoice must detail the service and location at which performed accompanied by a copy of the work order signed by the designated Manager or Contact Person indicating satisfactory completion of work. A separate invoice must be submitted for each date and location.

12.13.4 BCHA will pay the properly completed and authorized invoice within thirty days of receipt.

12.13.5 BCHA will pay invoices by check or ACH.

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**LAST PAGE OF DOCUMENT**

**PLEASE SEE ATTACHMENTS A THROUGH J**

# Instructions to Offerors Non-Construction



## (Attachment H)

### 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) 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.

### 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.

### 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.

### 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;

(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".

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

**Article I - Statement of Work:** The Contractor shall furnish all labor, material, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for RFP 22-306 Special Legal Services.

This is in strict accordance with the specifications dated \_\_\_\_\_ as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for two (2) years, expiring on \_\_\_\_\_; with \_\_\_\_\_three (3) one (1) year renewal option periods.

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

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

- a) This instrument
- b) Specifications, Terms and Conditions
- c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- d) Licenses
- E) Contractor's Response to RFP 22-306
- e) Board Resolution Number \_\_\_\_\_

**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 22-306; and
2. The terms and language in Contractor's response to RFP 22-306.

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: \_\_\_\_\_

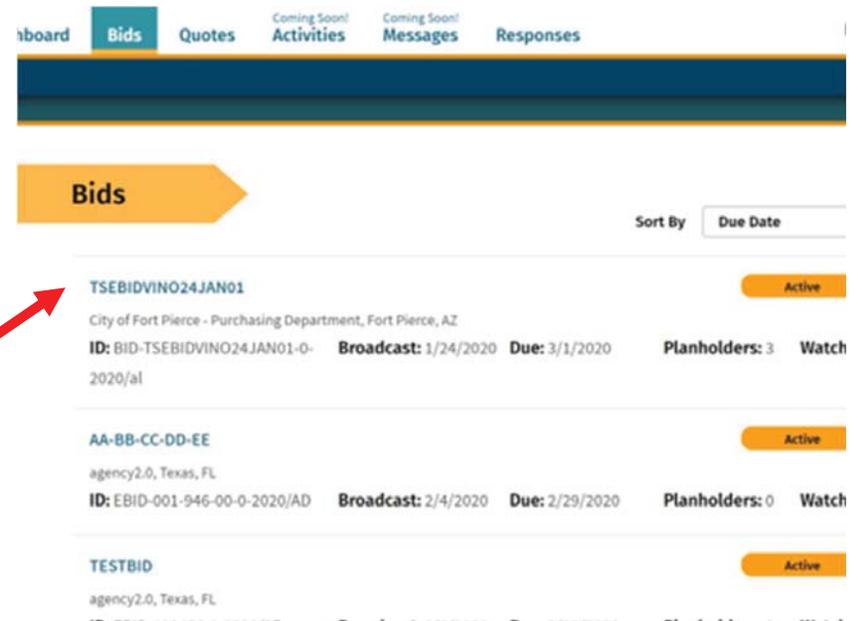


# Responding to an Electronic Bid

5 Step Instructions

# Step 1

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



The screenshot displays a web interface for managing bids. At the top, there are navigation tabs: 'Dashboard', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a header bar with a 'Bids' button and a 'Sort By' dropdown menu set to 'Due Date'. The main content area shows a list of active bids. A red arrow points to the first bid entry.

Bid ID	Agency	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL					Active

## Step 2

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

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

**Bid Details**

Agency Name [Redacted]  
Bid Writer [Redacted]  
Bid ID ITB-20B-  
Bid Type ITB - Invitation to Bid  
Broadcast Date 07/08/2020 4:00 AM Eastern  
Fiscal Year 2020  
Due 08/11/2020 3:00 PM Eastern  
Bid Status Text None

**Scope of Work**

The Development Districts is requesting bids for:

**Documents**

[Download all documents](#)

Filename	Type	Date Modified	Status
Addendum 1	Addendum	07/08/2020	Complete
ITB 20B-019	Bid Document / Specifications	07/07/2020	Complete
Word Bid Docs	Bid Document / Specifications	07/07/2020	Complete

**Distribution Info**

Bid Bond NO  
Plan (blueprint) None

# Step 3

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

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

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

DEMANDSTAR Dashboard Bids Quotes Coming Soon! Activities Messages Responses Robyn Gallardi

Home > Bids > 113780 > My Ebid Response Save & Finish Later Cancel

### Bid Details

Agency Name agency2.0  
Bid Number EBID-123456-0-2020/AD  
Bid Due Date 02/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining  
Bid Name TESTBID

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name  
Calgon Carbon Corporation

Address 1  
P. O. Box 717

Address 2  
Address 2 (optional)

City  
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension Extension (optional)

Bid Amount 127,000 (invalid) Alternate Bid Amount Alternate Bid Amount (optional)

Notes  
For the full 6 month contract (optional)

Next

# Step 4

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

**TIP:**

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

The screenshot displays the DEMANDSTAR web application interface for an E-Bid Response. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The breadcrumb trail is 'Home > Bids > TESTBID > My Ebid Response'. The main content area is divided into two columns. The left column contains 'Bid Details' with the following information: Agency Name: agency2.0, Bid Number: EBID-123456-0-2020/AD, Bid Due Date: 02/29/2020 (PST), Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining, and Bid Name: TESTBID. Below this is 'E-Bid Progress' with a vertical flow of steps: Contact Information (completed), Documents Upload (current step), and Review Bid (pending). The right column is titled 'E-Bid Response' and contains 'Required Documents' and 'Agency Accepted File Formats'. The 'Required Documents' section lists 'Service Doc agency2.0' with a 'Submission Option' of 'None' and an 'Uploaded Document' field with a 'Choose a file' button. The 'Agency Accepted File Formats' section lists various file types such as Adobe Acrobat (.PDF), AutoCAD Drawing (.DWG), Microsoft Excel (.XLS), etc. At the bottom, there are 'Previous' and 'Next' buttons.

# Step 4 continued

## TIP:

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

The screenshot displays the 'E-Bid Response' interface. On the left, the 'Bid Details' section shows: Agency Name: z z agencydtest2.0 TEST; Bid Number: Ebid-DSTESTB04 29-06-2020-0-2020/sdS; Bid Due Date: 07/21/2020 11:00 AM (Pacific); Bid Opening: 13 days 00 hour, 19 minutes, 55 seconds Remaining; Bid Name: DSTESTB04 29-06-2020. Below this is the 'E-Bid Progress' section with steps: Contact Information, Documents Upload, and Review Bid. A red arrow points from the 'Documents Upload' step to the main content area.

The main content area is titled 'E-Bid Response' and contains 'Required Documents' and 'Supplemental Documents' sections.

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing Web Format (\*.DWF)
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLSX)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOCX)
- Plot file (\*.PLT)
- TIFF Image (\*.TIF)
- ZIP Compressed Archive (\*.ZIP)
- AutoCAD Drawing (\*.DWG)
- GIF Image (\*.GIF)
- Microsoft Excel (\*.XLS)
- Microsoft PowerPoint (\*.PPTX)
- Microsoft Word (\*.DOC)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- WordPerfect (\*.WPD)

Required Document	Submission Option	Uploaded Document
<input checked="" type="checkbox"/> Bid Proposal	Online/Electronic	RFB2020-3239.PDF
<input checked="" type="checkbox"/> Insurance Certificate	Online/Electronic	Insurance Certificate.docx

**Supplemental Documents**

You can upload additional documents here.

Document Title:  Add Document

Supplemental Document	Submission Option	Uploaded Document
<input checked="" type="checkbox"/> References	Online/Electronic	References.docx

Previous Upload All

# Step 5

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

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

DEMANDSTAR

Dashboard Bids Quotes Activities Messages Responses

Robyn Gallardi

Home > Bids > 113180 > My E-Bid Response

Submit Response Save & Finish Later Cancel

### Bid Details

Agency Name agency2.0  
Bid Number ESD-123456-0-2020-00  
Bid Due Date 01/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 10 minutes, 47 seconds Remaining  
Bid Name TEST80

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### Review Your E-Bid Response

#### Contact Info

Company Name Calgon Carbon Corporation  
Address 1 P.O. Box 717  
Address 2  
City Pittsburgh  
State Pennsylvania  
Country United States of America  
Postal Code 15220-0717  
Phone Number 4127876810  
Fax  
Bid Amount \$127,000.00  
Alternate Bid Amount  
Notes For the full 6 month contract

#### Agency Required Documents

- Service Doc agency2.0(Electronic/Online)

#### Supplemental Documents

- References(Electronic/Online)

After clicking "Submit Response" the following process will begin:  
1. We will verify that your response is complete as entered.  
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.  
3. You will receive a confirmation e-mail indicating a successful response submittal.  
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

Previous Submit Response

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

# CONFIRMATION

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

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

eBid Submission Confirmation - EBID-DSTEST01 01042020-0-2020/DB Σ Inbox x

supplierservices@demandstar.com  
to me ▾

9:59 AM (1 minute ago)

## RESPONSE CONFIRMATION

Dear

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

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

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

Required documents submitted:

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

Supplemental documents submitted:

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

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

You may also update your responses by logging into [www.demandstar.com](http://www.demandstar.com) and clicking on the "Responses" tab.

Sincerely,  
The DemandStar Team

# CONFIRMATION

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

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

There are two ways of confirming your activity and responses:

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

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The main content area is titled 'eBid Responses (8)' and contains a table with the following columns: Bid Name, Agency, ID, Activity, and Date / Time.

Bid Name	Agency	ID	Activity	Date / Time
TEST FOR NOTIFICATIONS - ONLY - no...	Z Demandstar Agency	RFP-TEST-ONLY-0-2020/LW	Bid response submitted by Steve Tran.	09/18/2020 7:30 PM Eastern
DSTEST01 01042020	Z Demandstar Agency	EBID-DSTE		
DSTESTB02 01-07-2020 TEST BID PLE...	Z Z agencydstest2.0	Ebid-DSTE		
DSTESTB01 01-07-2020 TEST BID PLE...	Z Z agencydstest2.0	Ebid-DSTE		
The Duluth Playhouse Reroof & Tuck...	St. Louis County, MN - Purchasing Division	RFB-5468A		
IFB 090-2020 INDUSTRIAL STATIONAR...	City of Springfield, MO - Division of Purchases	IFB-IFB 090		
Re-Bid SLC Courthouse - Duluth Rest...	St. Louis County, MN - Purchasing Division	RFB-090		
123 Testing Sample Bid	Clark County Regional Flood Control District	RFP-123te		

A red arrow points from the 'Re-Bid SLC Courthouse - Duluth Rest...' row to a detailed view of that bid response. The detailed view shows the following information:

- Bids:** Reminder Date: 09/22/2020
- Response Details:** Agency Name: Town of Callahan; Bid Number: ITB-0W492021-0-2020/MW; Bid Name: WATER MAIN & FORCE MAIN REPLACEMENTS/ EXTENSIONS; Bid Due Date: 10/22/2020 2:30 PM Eastern; Response Submitted On: 09/22/2020 12:35 PM Eastern; Countdown to Bid Due Date: 30 days, 01 hour, 31 minutes, 07 seconds Remaining; State: Florida; Status: Incomplete
- Contact Information:** Company Name: Best Painting Company (TEST ACCOUNT); Address 1: 1411 Fourth Ave; Address 2: ; City: Seattle; State: Washington; Postal Code: 98101; Response Number: 21824; Phone Number: 206-889-4485

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