



SOLICITATION NUMBER RFP 23-316

REQUEST FOR PROPOSAL

GENERAL LEGAL SERVICES

**To: The Broward County Housing Authority
(BCHA) and Not-for-profit entities and affiliated
enterprises under contract to be Broward County
Housing Authority**

DATE OF ISSUE: Tuesday, May 9, 2023

QUESTIONS DUE: Thursday, May 18, 2023 @ 4:00 PM (EST)

PROPOSALS DUE: Thursday, June 8, 2023 @ 2:00 PM (EST)

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

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TABLE OF CONTENTS

1.	Solicitation Overview and Anticipated Schedule	3
2.	Background.....	4
3.	Reservation of Rights	5
4.	Purpose and Eligibility	6
5.	Firm Qualifications	6
6.	Current General Legal Counsel.....	7
7.	Scope of Work.....	7
8.	Cost and Price Information	8
9.	Awarded Proposer’s Responsibilities	8
10.	Licensing and Insurance Information	9
11.	Response Submission	11
12.	Administrative Terms and Conditions	12
13.	Notices	13
13.1.	Bid Protest	13
13.2.	Cost of Proposal	14
13.3.	Amendments to Solicitation	14
13.4.	Direct or Indirect Conflicts of Interest	14
13.5.	Prohibition against Gifts/Favors/Anything of Monetary Value	15
13.6.	Compliance with Law	15
13.7.	Public Access to Procurement Record	16
13.8.	Ownership of Documents.....	17
13.9.	Advertising	17
13.10.	Government Restrictions	17
13.11.	Indemnification	17
14.	Evaluation Criteria	18
15.	Contract Award	20
15.1.	Authorized Procurement Authority	21
15.2.	Contracting Officer (“CO”) and Contracting Officer’s Designee	21
15.3.	Contract Document	21
15.4.	Contract Clauses	21
15.5.	Contract Terms and Conditions	21
15.6.	Unauthorized Sub-Contracting	21
15.7.	Insurance Requirements.....	22
15.8.	Right to Negotiate Fees	22
15.9.	Contract Period.....	22
15.10.	Contract Service Standards	23
15.11.	Contract Payment.....	23
15.12.	Invoicing Requirements	23

1. Solicitation Overview and Anticipated Schedule

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

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

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

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

	Date (and Time)
Advertised	Tuesday, May 9, 2023
Deadline for Receipt of Questions via E-Mail	Thursday, May 18, 2023 @ 4:00 PM (EST)
Date of Addendum for Response to Questions	Tuesday, May 23, 2023
Deadline for Proposal Submissions	Thursday, June 8, 2023 @ 2:00 PM (EST)
Public Meeting: Evaluation Committee Review of Proposals	TBD
Evaluation Committee Interviews of Short-Listed Proposers (if needed, as determined at the Evaluation Committee Review of Proposals meeting)	TBD
Public Meeting Evaluation Committee Ranking of Shortlisted Proposers (if needed, as determined at the Evaluation Committee Review of Proposals meeting)	TBD
Approval by Board of Commissioners – Anticipated Date	Tuesday, July 18, 2023
Posting of Decision/Intent to Award – Anticipated	Tuesday July 18, 2023

2. Background

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

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

The BCHA is governed a 5-member Board of Commissioners appointed by the Governor of Florida. The same persons constitute the Board of Directors for three not-for-profit enterprises and other related entities. The BCHA is subject to the requirements of Title 2 of the Code of Federal Regulations (herein after, "CFR") and BCHA's procurement policy. Board members are responsible for setting policy, representing the community interest, and hiring the Chief Executive Officer who is responsible for agency operations. The BCHA is responsible for program administration partially funded through federal sources, and other government resources such as County funds related to Special Populations served through the BCHA. BCHA has primarily expanded into critical "Special Population" areas such as "Shelter + Care"; Veterans Affairs Supportive Housing (VASH); Family Unification (FUP); and similar government funded programs that necessitate community partnerships, and high levels of regulatory compliance with federal and state statutes and guidelines.

The multifamily portions of operations and related policies are overseen by the Board of Directors for the not-for-profits and related enterprises. These include former public housing assets, now categorized as Rental Assistance Demonstration (RAD) assets, LIHTC assets, and rental properties acquired in the open market. Combined there are approximately one thousand apartments under management. Some property management is performed by third party management.

In addition, two elderly rental developments and a family rental development are in the pipeline which will require recording deeds and land use restrictions. A small, single-family development would benefit from necessitate experience with the entitlement process associated with new development.

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

This background is provided as context to anticipate legal services in several consistent work areas:

- At public meetings for the Boards of Commissioners or Directors, both parliamentary in nature, observant of Sunshine Laws, and citizen rights.
- Representation at Landlord / Tenant hearings in County Court.
- Procurement guidance related to solicitations for goods or services.
- Public Records and Retention guidance
- Familiarity with federal concepts such as Fair Housing, ADA, and reasonable accommodation
- Familiarity with local Entitlement Process for new development

- Supervise or coordinate third party counsel generally assigned by insurance carriers to defend civil claims.

3. Reservation of Rights

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

- 3.11. BCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to:
- Incomplete responses and/or responses offering alternate or non-requested services;
 - Failure to use BCHA and HUD provided forms, or
 - Failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 3.12. BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 3.13. In the event of legal action BCHA will not waive trial by jury.
- 3.14. BCHA reserves the right to select Broward County, Florida as the venue for any legal proceedings arising from this contract.
- 3.15. This request for proposal and any subsequent contract supersedes any other agreement with contractor/proposer.

4. Purpose and Eligibility

The purpose of this solicitation is to retain a law firm or firms that possess the qualifications and experience to provide legal services to the Broward County Housing Authority and for not-for-profits and entities related to the not-for-profits managed through agreement with the BCHA.

As an organization focused on the provision of income targeted housing and the recipient of public funding, the following are considered critical components of the desired services: knowledge of Florida landlord/ tenant law and Broward County courts; Sunshine Law; Public Records law; Regulatory research and guidance related primarily to the Department of Housing and Urban Development (HUD) and all federally protected civil rights; procurement. Other areas may include Employment and grievance matters; contract development or contract dispute resolution; environmental responses, general legal guidance, and an ability to retain “special counsel” or specific legal expertise for areas such as construction defect claims, complex litigation, or bond issuance or areas where your firm may lack expertise.

Offerors must be members of The Florida Bar and provide evidence of qualifications and experience necessary to adequately and competently represent the areas outlined above.

5. Qualifications

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

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

- 5.1. A practical familiarity with HUD rules, regulations, requirements, law and related procedures; awareness of various housing programs of HUD with emphasis on the Housing Choice Voucher (Section 8) Housing Programs; HUD Multifamily Programs.
- 5.2. Certification that the firm/individual is not debarred and has all necessary and/or required insurance coverage in effect.
- 5.3. The proposed designated Lead Attorney shall have a minimum of five (5) or more years of experience representing a housing authority or public enterprise subject to Sunshine laws, Federal Funding regulation, or multifamily property ownership or management.
- 5.4. A secondary member of the firm should be identified with highlighted experience in the event a substitution of the Lead Attorney becomes necessary.

6. Current General Legal Counsel

A prior Agreement for the provision of local legal service outlined above will expire shortly. The Washington, D.C. offices of Ballard Spahr, LLP provides legal services primarily outside the scope of the current general legal counsel agreement and under separate agreement, with an emphasis on debt and equity instruments related to project development with tax credits.

7. Scope of Work

Many of the issues encountered by BCHA are business related and private sector oriented. Other actions are governed by FI statutes (e.g. 420) and other activities are governed by federal funding sources such as HUD. Therefore, BCHA management and in some instances, the Board of Commissioners or Directors, require consultation and legal guidance in the application of these regulations to the creation of policy (Board) and procedures (BCHA Management).

BCHA is seeking Proposals from qualified licensed and insured entity or entities to provide a wide range of legal services. These services are a necessary supplement to the daily operation of BCHA. The successful proposer or proposers shall be the legal advisor or advisers to the BCHA Board of Commissioners, the non-profit Board of Directors and the CEO and services include, but are not limited to the following:

- 7.1. Commission Meetings: Attend all BCHA Board of Commissioners and/or Board of Directors meetings (regular or special), and other meetings as requested. Provide a legal perspective and advice on day-to-day operations as requested. Prepare memoranda or legal opinions.
- 7.2. Landlord/Tenant: Respondent firms must have experience representing multifamily property owners in the Broward County court system. BCHA utilizes legal counsel to bring contested eviction actions in court and to otherwise represent BCHA's interest in nonpayment of rent cases and lease terminations for cause.
- 7.3. Employment Law: A Respondent firm (s) should demonstrate an ability to provide or secure competent legal services for areas that may include claims of discrimination wrongful termination, sexual harassment, worker's compensation, and other related areas.

- 7.4 Civil Rights/Constitutional Law: Respondent firm(s) should demonstrate an ability to provide or secure competent legal service for area that may include: claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA).
- 7.5 General Civil Litigation: Respondent firm(s) must have an ability to work with insurance defense counsel and experience in the defense of all types of civil claims, have sufficient staffing and experience to respond promptly, prepare actions or responses, and oversee and report status of pending claims.
- 7.6 Contract Law: This may include providing contract interpretation and representing the Authority in commercial claims matters up to the litigation stage. Preparation of legal documents covering purchased and sale of landlord or operating assets; review comment and memorialize easements, deeds and other real estate transaction documents.
- 7.7 Public Sector Law/Federal Housing Law: BCHA receives some of its operating revenue from the Department of Housing & Urban Development. Accordingly, the Housing Authority seeks firms with Public Sector/Federal Housing Law knowledge.
- 7.8 Administrative Law: Familiarity with applicable public sector conflict of interest provisions. Familiarity with Freedom of Information requests and response policies. Review and recommend record retention policies for regulatory compliance.

Note: The preceding list is not all-inclusive. Other legal issues impacting BCHA may arise. The above list represents those legal issues on which BCHA has previously required such services.

8. Cost and Price Information

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

9. Awarded Proposer's Responsibilities

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

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

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

10. Licensing and Insurance Information

Before a contract pursuant to this RFP is executed, the apparent successful proposer must hold all necessary, applicable professional licenses for the practice of law, and address the State of Florida and any other regulatory agency requirements necessary to provide legal services in Florida. The Proposer firm shall obtain, at the Proposer's expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. BCHA must be named as additional insured and may require periodic evidence of proper licensure.

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

10.2. The following standard insurance policies shall be required:

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

10.3. The following requirements are applicable to all policies:

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

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

10.5. Vendor shall submit an original certificate evidencing the vendor's current Worker's Compensation carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability. Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.

10.6. Proposer agrees, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage. BCHA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

- 10.7. The premium cost of all insurance purchased by the Proposer for protection against risks assumed by virtue of the contract shall be borne by the Proposer and is not reimbursable by BCHA.
- 10.8. BCHA reserves the right, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BCHA reserves the right, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

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11. Response Submission

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

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

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

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

12. Administrative Terms and Conditions

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

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

2. Unless an answer or information is provided by BCHA in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Proposer.
3. **The Cone of Silence** is designed to protect the professional integrity of this procurement process by shielding it from undue influences prior to the recommendation of contract award. The Cone of Silence prohibits oral communications between BCHA staff (including BCHA employees, officials, and Commissioners as well as the Directors of BCHA's affiliates) and Proposers regarding this solicitation once this solicitation has been advertised. To be clear, the Cone of Silence begins at the time that this solicitation is advertised. The Cone of Silence terminates at the time when the Contracting Officer issues a written recommendation to the Board of Commissioners.

When the Cone of Silence is in effect, any communication between BCHA staff (including BCHA employees, officials, and Commissioners as well as the Directors of BCHA's affiliates) and Proposers must be in writing. And all such correspondence from proposers shall only be directed to the BCHA contact person identified on the cover page of this solicitation.

A violation of the Cone of Silence by a Proposer (including their representatives) shall render any RFP/contract award to said Proposer voidable.

13. Notices

13.1. Bid Protest

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

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

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

Appeals:

If a protestor is not satisfied with the decision of the Procurement Manager, he or she may appeal to the CEO. Such appeals shall be in writing (see above) and must be submitted within five business days after the Procurement Manager's written decision is released. The written documentation is to include language that details how the written decision of the

Procurement Manager is in error. The decision of BCHA's CEO shall be final, and no further appeal shall be authorized within Broward County Housing Authority.

13.2. Cost of Proposal

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

13.3. Amendments to Solicitation

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

13.4. Direct or Indirect Conflicts of Interest

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

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

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

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

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

13.6. Compliance with Law

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

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

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

E-Verify:

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

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. BCHA, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1),

Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

- c. BCHA, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the BCHA for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the BCHA as a result of termination of any contract for a violation of this section.
- e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

13.7. Public Access to Procurement Record

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

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

V. **PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

PUBLIC RECORDS

Attn: Noah Szugajew

4780 North State Road 7

Lauderdale Lakes, FL 33319

(954) 739-1114 ext. 1011

PUBLICRECORDS@bchaf1.org

13.8. Ownership of Documents

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

13.9. Advertising

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

13.10. Government Restrictions

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

13.11. Indemnification

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

14. Evaluation Criteria

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

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

A committee will evaluate the proposals received under this solicitation in accordance with the minimum information requirements and the Proposal Preparation and Submission Outline below. The evaluation process will be based on a weighted point system with the evaluation factor or sub-factor's relative weight listed immediately following each factor/sub-factor. The BCHA urges all interested Proposers to carefully review the requirements of this RFP.

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

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

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

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

Proposal Preparation and Submission Outline

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

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

Factor	Points	Description
#1	35	Qualifications and Experience of Vendor Personnel (Submit as Exhibit C) A. Qualifications and Experience (20 points) B. Primary Point(s) of Contact (10 points) C. Accessibility and Availability (5 points)
#2	30	Prior Experience in representing other Florida government agencies, Not-for profit entities, commissions or Committees subject to Sunshine laws. (Submit Response as Exhibit D)
#3	20	Experience with dispute resolution; policy drafting; public meetings; Board Resolutions; (Submit Narrative Response as Exhibit E)
#4	15	Fee Proposal (Submit Response as Exhibit F in a separate document/binding)
Total	100	

1. **Evaluation Factor #1 – Qualifications and Experience of Vendor Personnel (Exhibit C)**
Please complete Exhibit C (35 Points)

2. **Evaluation Factor #2 – Prior experience in representing other Florida government agencies, commissions or committee subject to Sunshine laws. (Exhibit D)**
Please complete Current and Prior Experience form, Exhibit D. Provide names of agencies or entities that you have or are representing within the last five (5) years. Provide the name of the firm, contact person, telephone number, and email address, nature of the representation, and period of time you represented the organization and primary services rendered. (30 Points)

3. **Evaluation Factor #3 – Experience with dispute resolution; policy drafting; public meetings; Board Resolutions; Municipal project. (Exhibit E) (20 Points)**

4. **Evaluation Factor #4 – Fee Proposal: Standard Rates and Reimbursable Costs (Exhibit F)**
 - a. Complete the Fee Proposal Form provided (see Exhibit F)
 - b. Use additional sheets as needed to describe the anticipated hierarchy of involvement of partners, senior staff associates, etc. and applicable billing rates. Briefly describe your “best practice” to manage client billing and simultaneously provide the highest-level experience or technical capacity. (15 Points)

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

6. BCHA will form an Evaluation Review Committee to review proposals and make recommendation for selection based on but not limited to the evaluation factors set forth above. BCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirements stated in the RFP.

7. After evaluations, the committee will determine the top proposals that have a reasonable chance of being selected for award considering both the technical aspects and fee proposal. These shortlisted Proposers may be chosen for an interview to determine the highest ranked proposal. The interviews of the finalist(s) will be used to further evaluate the Respondent(s) and ultimately identify the top-rated Respondent.
8. Following interviews, all finalists shall be fully reviewed, taking into account all information from both the written submission and interviews. The Evaluation Committee shall then meet and discuss the Respondents and come to a consensus ranking based on the criteria set forth. Based on interviews, the Interview Panel may modify the Respondents' application ranking score.
9. Any tie in scoring will be decided by a majority vote of the interview committee. Final award will be approved by the BCHA Board of Commissioners and if appropriate a recommendation will be made to the not-for-profits Board of Directors on behalf of the not-for-profits and related affiliates. Contract negotiations may, at BCHA's option, be conducted prior to or after the Board of Commissioner's award.
10. BCHA will make a determination of whether, in the opinion of BCHA, the Proposer is capable of undertaking and completing the RFP Scope of Work delineated within this RFP in a satisfactory manner. BCHA will award a contract only to a responsible Proposer that has the ability to successfully perform under the terms of this RFP. BCHA's determination includes an assessment of the Proposer's technical resources/ability to perform the Scope of Work in accordance with the RFP requirements.
11. Should the individual members of the Evaluation Review Committee be made known to the proposer in any manner prior to submission or during the review process, the proposer shall not contact the committee members, or their proposal may be rejected.
12. All persons having familial (including in-laws) relationships with principals and/or employees of a proposer entity will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in and/or contract with a proposer entity will be excluded from participation in the evaluation process.
13. Notification of the results of the evaluation including the name of the successful proposer will be posted on BCHA's website at www.bchafll.org.

15. Contract Award

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

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

15.1. Authorized Procurement Authority

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

15.2. Contracting Officer (“CO”) and Contracting Officer’s Designee

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

15.3. Contract Document

BCHA and the successful proposer will execute BCHA’s standard contract (Sample attached as Exhibit L). BCHA will not execute a contract on the successful proposer's forms. However, BCHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for BCHA to do so; but the failure of BCHA to include such clauses does not give the successful proposer the right to refuse to execute BCHA's contract form.

15.4. Contract Clauses

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

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

15.5. Contract Terms and Conditions

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

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

15.6. Unauthorized Sub-Contracting

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation document including, but not limited to selling or transferring the contract by way of merger with another firm or otherwise transfer

without the prior written consent of BCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BCHA shall be void and may result in the cancellation of the contract with BCHA. If the Proposer anticipates the use of other firms with relevant expertise that is considered distinct or critical to the fulfilment of the anticipated duties, those firms should be identified on a separate page.

15.7. **Insurance Requirements**

Prior to award but not as a part of the proposal submission, the successful proposer will be required to provide an original certificate evidencing insurance coverage as described in Section 10 above, **naming BCHA as an additional insured**, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy. BCHA shall be named as the Certificate Holder using the following name address:

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

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

15.8. **Right to Negotiate Fees**

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

15.9. **Contract Period**

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

- I. Notification of Intent to Renew will be mailed ninety (90) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period unless subject to price adjustment specified as a "special condition" hereto.
- II. In the event services are scheduled to end because of the expiration of this contract, the Proposer shall continue the service upon the request of the

Procurement Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by BCHA.

15.10. Contract Service Standards

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

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

15.11. Contract Payment

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

15.12. Invoicing Requirements

- I. Proposer invoices shall reflect the prices established for the items on this Contract for all orders placed by BCHA even though the Contract number and/or correct prices may not be referenced on each order. Only properly submitted invoices will be officially processed for payment. Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.
- II. All invoices must be itemized showing: Proposer's name, remit to address, contract number, service location (site name), and prices per the contract, itemized in order to facilitate contract auditing.
- III. Each invoice must detail the service and location at which performed.
- IV. BCHA will pay the properly completed and authorized invoice within thirty days of receipt.
- V. BCHA will pay invoices by check or ACH.

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

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

List of Exhibits Included in this RFP

Exhibits	Description
A	Proposal Submission Form
B	Profile of Firm Form
C	Qualifications and Experience of Vendor Personnel
D	Prior Experience Form
F	Fee Proposal Form
G	Form HUD 5369-A – Representations, Certification, and Other Statements of Bidders
H	Sworn Statement Under Section 287.133(3) (A) Florida Statutes on Public Entity Crimes
I	Certification Pursuant of Florida Statute 287-135
J	Form HUD-5369-B Instructions to Offerors Non-Construction
K	Form HUD-5370-C General Conditions for Non-Constructions Contracts
L	BCHA's Form of Contract