



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFQ 20-285
REQUEST FOR QUALIFICATION**

CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES

DATE OF ISSUE: FEBRUARY 4, 2020

QUESTIONS DUE: FEBRUARY 18, 2020, 4:00 PM (EST)

PROPOSALS DUE: MARCH 11, 2020, 4:00 PM (EST)

Please check BCHA's website for addenda and changes before submitting your proposal

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ACCOUNTANT 1
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1. Introduction

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

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

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

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

2. Solicitation Background and Anticipated Schedule

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

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.

This solicitation is subject to the BCHA Procurement Policy, as revised September, 26, 2017, a copy of which is available at www.bchaf.org.

BCHA reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties through Addendum to be posted to the BCHA website www.bchaf.org and on DemandStar at www.demandstar.com.

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

Anticipated Solicitation Schedule Event	Date (and Time)
RFQ Published	February 4, 2020
Deadline for Receipt of Questions and/or Comments via E-Mail	February 18, 2020 4:00 PM EST
Date of Addendum for Response to Questions	February 21, 2020
Deadline for Proposal Submissions	March 11, 2020 4:00 PM EST
Evaluation Committee Review of Proposals	March 17, 2020
Interviews	March 19, 2020 (if applicable)
Approval by Board of Commissioners – Anticipated Date	April 21, 2020

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 award separate agreements based on criteria that BCHA determines to be appropriate. BCHA reserves the right to name a secondary or backup contractor to be utilized based on criteria that BCHA determines to be appropriate.
- 3.4. BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten days written notice to the successful proposer(s).
- 3.5. 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.
- 3.6. 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.
- 3.7. BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of **ninety (90) days** subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 3.8. BCHA reserves the right to negotiate the fees submitted.
- 3.9. 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.
- 3.10. BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 3.11. In the event of legal action BCHA will not waive trial by jury.

3.12. BCHA at its sole discretion will select a venue for any legal proceedings arising from this contract.

3.13. This request for proposal and any subsequent contract supersedes any other agreement with contractor/vendor.

4. Purpose

The Broward County Housing Authority (BCHA) is requesting qualifications from Architectural and Engineering firms to provide services to assist with its Multi-Family Housing Capital Fund and Affordable Housing programs. Services needed include but are not limited to the development of drawings and/or specifications, cost analysis, and inspection services for modernization projects as well as properties considered for acquisition by the agency.

5. Scope of Work

In accordance with Florida Statute 287.055, Consultants' Competitive Negotiations Act (CCNA) the Broward County Housing Authority seeks a firm with substantial experience and capabilities to perform professional architectural and engineering consulting services on a continuing services basis.

Professional services awarded through this RFQ will be for projects that do not exceed \$2,000,000 in basic construction cost and for study activity if the fee for professional services for each individual study does not exceed \$200,000. These threshold requirements are pursuant to Florida Statute 287.055.

Services will be contracted as individual task orders issued against the main contract and will include specific scopes of work. Other services may include "integrated design" for new construction projects. The general scope of services to be provided under this RFQ should include, but not be limited to the following:

5.1 Summary of Anticipated Projects:

- "Integrated design" for new construction projects.
- Provide drawing and specification for projects.
- Site master planning, analysis and design.
- Review of site plans and blueprints for proposed sites/projects.
- Review proposed usage for redevelopment site/development proposals.
- Identify and recommend high performance components to achieve a higher standard of sustainable design, with the end user quality of life being a key indicator.
- Promote LEED, energy efficiency and green friendly design.
- Unit remodel/renovation including but not limited to kitchen, baths, flooring and replacement of windows and doors with impact rated products.
- Redesigning units to meet ADA and UFAS requirements for the handicapped.

- Review of cost estimates for new construction/rehabilitation of BCHA owned, managed, and/or acquired properties.
- Development of schedules for design and construction.
- Construction support services.
- Inspection and evaluation services.
- Familiarity with State and Local building codes, doing business in Broward County, and working relationship with Broward County Building Department.
- Working relationships with the Broward County and municipal building departments.
- Billing submitted in AIA format.
- Design simple energy efficient homes, duplexes and townhouses for public housing.

6. Awarded Vendor's Responsibilities

- 6.1. 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.
- 6.2 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 employment on BCHA property is not in the best interest of BCHA.
- 6.3 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.
- 6.4 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.
- 6.5 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.

7. Response

7.1 Licensing and Insurance Information

Before a contract pursuant to this RFQ is executed, the apparent successful Proposer must hold all necessary, applicable professional licenses required by the State of Florida and all other regulatory agencies necessary to complete the Services. The Vendor shall obtain, at the Vendor'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 Vendors to submit evidence of proper licensure.

7.1.1 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. The following standard insurance policies shall be required:

1. Commercial General Liability Policy
2. Worker's Compensation Policy
3. Professional Liability
4. Automobile Liability

7.1.2 The following requirements are applicable to all policies:

1. Commercial General Liability and Work 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.
2. Only insurance carriers licensed or duly authorized to do business in the State of Florida will be accepted.
3. "Claims made" policies will not be accepted.

7.1.3 **COMMERCIAL GENERAL LIABILITY INSURANCE.** The following commercial General Liability Insurance is required:

7.1.4 Selected Proposer agrees to furnish a certificate of insurance naming the Broward County Housing Authority as an additional insurance with General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; Professional Liability with \$1,000,000 combined single limit per occurrence; Automobile Liability with \$1,000,000 combined single limit per accident for bodily injury and property damage; and Workers' Compensation and Employers Liability limits of \$1,000,000 per accident.

7.1.5 Coverage shall be provided for the premises/operations and product/completed operations hazards.

7.1.6 Vendor 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.

7.1.7 The premium cost of all insurance purchased by the Vendor for protection against risks assumed by virtue of the contract shall be borne by the Vendor and is not reimbursable by BCHA.

7.1.8 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.

7.1.9 The Vendor shall require all subcontractors to carry the insurance required herein, or the Vendor may provide the coverage for any or all subcontractors, and if so, the Certificate of Insurance or copy of the policy submitted shall so stipulate.

7.1.10 The Vendor and all subcontractors agree that insurers shall waive their right of Subrogation against the Broward County Housing Authority.

7.2 Indemnification

The successful Proposer will be required to protect, defend, indemnify, keep, save, and hold BCHA, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Proposer, its officers, officials, agents, employees, and subcontractors, including by not limited, to the enforcement of the indemnification provision. The successful Proposer will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs

and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

7.3 Client References (Attachment D)

7.3.1 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.

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

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

7.4 Fee Escalation

Prior 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.

7.5 Site Visit

Not applicable

7.6 Pre-Bid Meeting

Not applicable

7.7 Proposed Services

Not Applicable

8. Response Submission

8.1 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.

Tab	Contents
1	Form of Proposal: Attachment A of this solicitation document.
2	Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract found at https://www.hud.gov/sites/documents/DOC_12132.PDF
3	Profile of Firm Form: Attachment B of this solicitation document with IRS Form W-9, license, and insurance certificates.

4	Response to Evaluation Factor 1: Experience. Submit Response as Attachment C-1 . See Section 12.1.
5	Response to Evaluation Factor 2: Qualifications/ Key Assigned Staff. Submit response as Attachment C-2 . See Section 12.2.
6	Response to Evaluation Factor 3: Location of Firm and Ability to Respond in a Timely Manner. Submit Response as Attachment C-3 . See Section 12.3.
7	Response to Evaluation Factor 4: Current/Future Workload. Submit Response as Attachment C-4 . See Section 12.4
8	Response to Evaluation Factor 5: Required Documents/General Response to RFQ. Submit Response as Attachment C-5 . See Section 12.5
9	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document. See Section 7.3
10	Architectural-Engineering and Related Services Questionnaire: Submit Response as Attachment E . See Section 12.5
11	Forms: Scrutinized Companies Section 287.135 Florida Statutes - Attachment G and Sworn Statement Section 287.133 (3) (A) Florida Statutes - Attachment H , must be executed and returned with attached proposal to be considered.

8.2 It is preferable and recommended that the response be bound in such a manner that BCHA can, if needed, remove the binding to make copies then return the response to its original condition. BCHA suggests that either comb type binding or three ring binding be used.

8.3 All responses shall be submitted to the contact person and addressed and by the date specified on the first page of this solicitation document.

8.4 **The proposer shall submit one (1) original signature copy (marked "ORIGINAL") with three (3) exact copies.** They shall be placed unfolded in a sealed package and addressed to:

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

8.5 Submission Responsibilities

8.5.1 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 considered. The official US time at <http://www.time.gov> shall determine receipt within deadline.

8.5.2 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.

8.5.3 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.

8.5.4 All information presented in response to this RFQ 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 Vendors during the entire procurement process. From the issue date of this RFQ until the final award is announced, Vendors are not allowed to communicate about this RFQ for any reason with any BCHA staff except through the RFQ Point of Contact named below, during the Pre-Proposal Conference (if any), as otherwise defined in this RFQ or as provided by existing work agreement(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 Vendor violating this provision.

9.1 Vendors shall address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet of this document. Vendors 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, requests for information or clarification pertaining to this solicitation 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 Vendor.

10. Notices

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

**Teisha Palmer, Accountant 1
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319-5860**

10.2 Protest

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

10.3 Appeals and Remedies

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

10.4 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 Vendor. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Vendor. BCHA will not provide reimbursement for such costs.

10.5 **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 Vendor to monitor BCHA's website for any addenda issued. Each Vendor must acknowledge all addenda issued on BCHA's website so as to ensure that addenda are considered in their proposal response. All Vendors are encouraged to frequently check BCHA's website at www.bchafl.org and on DemandStar at www.demandstar.com for additional information.

10.6 **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:

10.6.1 A present or former member of BCHA's Board of Commissioners or any member of the Board of Commissioner's immediate family;

10.6.2 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;

10.6.3 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;

10.6.4 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;

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).

10.7 **Prohibition Against Gifts/Favors/Anything of Monetary Value**

No BCHA employee can accept or solicit for themselves or for others, anything of value from Vendor or any person, corporation, or other entity doing business with or attempting to do business with BCHA.

10.8 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.

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

10.10 Proposers are subject to General Contract Conditions – Non-Construction, HUD Form 5370-C, at https://www.hud.gov/sites/documents/DOC_12587.PDF

10.11 Proposers are subject to 24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3, at <https://files.hudexchange.info/resources/documents/24-Cfr-Part-135-Section-3-Regulations.pdf>

The proposer shall be required to, as detailed therein, "to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons," meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.

10.12 Form 51915: Model Form of Agreement between Owner and Design Professional found at https://www.hud.gov/sites/documents/DOC_12135.PDF. Prior to the award of contract, the awarded vendor will be required to complete this form.

11. Public Access to Procurement Record

11.11.1 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:

- 11.11.2 Keep and maintain public records required by BCHA in order to perform the service.
- 11.11.3 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.
- 11.11.4 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.
- 11.11.5 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.
- 11.11.6 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.
- 11.11.7 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
Attn: Noah Szugajew
4780 North State Road 7
Lauderdale Lakes, FL 33319
(954) 739-1114 ext. 2350
PUBLICRECORDS@bchafl.org

11.12 **Ownership of Documents**

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

11.13 **Advertising**

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

11.14 **Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods offered, it shall be the responsibility of the successful Vendor 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.

12 **Evaluation Criteria**

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

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

The following factors will be utilized by BCHA to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission. **Responses to each evaluation factor should be submitted as Attachments C-1, C-2, C-3, C-4 and C-5.**

Factor	Points	Description
1	35	Experience (submit as C-1)
2	25	Qualification/Key Assigned Staff (submit as C-2)
3	15	Location of Firm and Ability to Respond in a Timely Manner (submit as C-3)
4	15	Current/Future Workload (submit as C-4)
5	10	Required Documents/General Response to RFQ (submit as C-5)
Total	100	

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

12.1 Evaluation Factor 1 – Experience (35 points)

- a. Please state experience with projects similar to those listed above in the summary of anticipated projects. (See section 5.1)
- b. Each firm shall provide information on direct experience relating to design work on small commercial/retail properties, residential high-rise, single and multifamily housing.
- c. The information provided should include, but not be limited to, the names of clients, scope of work performed, dates of engagements and a contact person who can render an opinion on the quality of services provided by the firm.
- d. Summarize your past experience working with housing organizations and/or the nonprofit industry as it relates to the requirements of this solicitation.
- e. Describe the qualifications and experience of personnel to be assigned to this project.

12.2 Evaluation Factor 2 – Qualifications/Key Assigned Staff (25 points)

- a. Each firm shall submit a list of team members and design professionals/consultants including detailed resumes on all members of the firm who will be assigned to this project.
- b. The Key Personnel shown in this proposal will be required to perform the tasks and amount of time as shown.
- c. Substitutions for Key Personnel listed to complete task must be with equally qualified persons and must be approved by BCHA prior to assignment to BCHA work.
- d. Organizational chart indicating team members.

- e. Include innovative/creative approaches that were successful in achieving a client's Architectural and Engineering objectives.
- 12.3 **Evaluation Factor 3 – Location of Firm, and Ability to Respond in a Timely Manner (15 points)**
- a. Each firm shall state their location with respect to Broward County, Florida.
 - b. Each firm shall demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.
- 12.4 **Evaluation Factor 4 - Current/Future Workload (15 points)**
- a. Each firm shall detail current and future projects contemplated which are anticipated to coincide with this engagement and relate the impact of such work on the schedule anticipated for this job.
 - b. Each firm shall give an estimated turnaround time for providing a detailed work schedule for completion of as needed projects.
- 12.5 **Evaluation Factor 5 – Required Documents/General Response to RFQ (10 points)**
- a. Copy of current Florida Professional Architectural and Engineering License
 - b. Copy of Errors and Omissions Insurance
 - c. BCHA Architectural-Engineering and Related Services Questionnaire (**Refer to Attachment E of this solicitation document**)
 - d. Each firm's overall response shall be evaluated according to the information requested. Firms should add any such information to their response at this point and provide other information that they believe may be useful in an overall evaluation of their firms' abilities and qualifications for the types of services required by this proposal.
- 12.6 **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.
- 12.7 BCHA will form an Evaluation Review Committee to review proposals and make recommendation to the Board of Commissioners for selection based on but not limited to the evaluation factors set forth above. Factors not specified in the RFQ will not be considered. BCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirements stated in the RFQ.
- 12.8 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 Vendors may be chosen for an onsite interview. Final award will be approved by the BCHA Board of Commissioners.
- 12.9 BCHA will decide of whether, in the opinion of BCHA, the Vendor is capable of undertaking and completing the RFQ scope of work delineated within this RFQ in a

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

- 12.10 Should the individual members of the Evaluation Review Committee be made known to the vendor in any manner prior to submission or during the review process, the vendor shall not contact the committee members, or their proposal may be rejected.
- 12.11 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 committees.
- 12.12 In the event of ties, determination of the top-ranked vendor will be made in accordance with BCHA procurement policies and HUD guidelines.
- 12.13 Notification of the results of the evaluation including the name of the successful proposer will be posted on BCHA's website.

13. Contract Award

13.1 BCHA Authorized Procurement Authority

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

13.2 Contracting Officer ("CO") and Contracting Officer's Designee

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

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

13.3 Contract Document

BCHA and the successful proposer will execute BCHA's contract. See Attachment F 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 RFQ 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.

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.

13.4 Contract Terms and Conditions

The contract that BCHA expects to award as a result of this RFQ will be based upon the RFQ, 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 RFQ, and any other terms deemed necessary by BCHA, except that no objection or amendment by a Proposer to the RFQ 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.

13.5 Unauthorized Sub-Contracting

The successful vendor 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.

13.6 Insurance Requirements

Prior to award but not as a part of the proposal submission, the successful vendor will be required to provide an original certificate evidencing insurance coverage as described in Section 7.1.1 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 and 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 Risk Management prior to contract award.

13.7 Right to Negotiate Fees

BCHA shall retain the right to negotiate the amount of fees that are paid to the successful vendor, meaning the fees proposed by the top-rated vendor may, at BCHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after BCHA has chosen the top-rated vendor. 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 vendor.

13.8 Contract Period

The initial contract period shall start on date of award and shall terminate two (2) years 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.

13.8.1 Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of the 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.

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

13.9 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.

13.10 Contract Payment

In accordance with payment schedules, vendor will submit invoices to Accounts Payable Department, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319 or email at payments@bchaf1.org.

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

13.11 Invoicing Requirements

13.11.1 Contractor invoices shall reflect the prices established for the items on this Contract for all orders placed by BCHA even though the Contract number and/or 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.

13.11.2 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.

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

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

13.11.5 BCHA will pay invoices by check or ACH

LAST PAGE OF DOCUMENT

PLEASE SEE ATTACHMENTS A-H

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFQ 20-285
REQUEST FOR QUALIFICATIONS
CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES**

PROPOSAL SUBMISSION FORM – ATTACHMENT A

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

X=Included	Tab	Contents
	1	Proposal Submission Form: Attachment A of this solicitation document.
	2	Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract found at https://www.hud.gov/sites/documents/DOC_12132.PDF
	3	Profile of Firm Form: Attachment B of this solicitation document. Note that this document has two pages.
	4	Response to Evaluation Factor 1: Experience Submit Response as Attachment C-1 . See Section 12.1.
	5	Response to Evaluation Factor 2: Qualifications/ Key Assigned Staff Submit Response as Attachment C-2 . See Section 12.2.
	6	Response to Evaluation Factor 3: Location of Firm and Ability to Respond in a Timely Manner. Submit Response as Attachment C-3 . See Section 12.3.
	7	Response to Evaluation Factor 4: Current/Future Workload. Submit Response as Attachment C-4 . See Section 12.4
	8	Response to Evaluation Factor 5: Required Documents/General Response to RQF. Submit Response as Attachment C-5 . See Section 12.5.
	9	Client References: Attachment D of this solicitation document, addressing requirements as listed within the solicitation document. See Section 7.3
	10	Architectural-Engineering and Related Services Questionnaire: Submit Response as Attachment E . See Section 12.5
	11	Forms: Scrutinized Companies Section 287.135 Florida Statutes - Attachment G and Sworn Statement Section 287.133 (3) (A) Florida Statutes - Attachment H , must be executed and returned with attached proposal to be considered.

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

 _____ **ONE (1) ORIGINAL AND** _____ **THREE (3) COPIES OF YOUR PROPOSAL.**

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

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

PROPOSAL SUBMISSION FORM – ATTACHMENT A

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFQ 20-285
CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES**

PROFILE OF FIRM FORM – ATTACHMENT B

I. Proposer Information

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

2. Complete and attach IRS Form W-9, found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> . This completed form should be submitted with the proposal, or must be submitted within three (3) working days of the BCHA's request.

3. Debarred Statement: Has the firm or any principal(s) ever been debarred from providing any services to the federal government, any state government, or any local government agency?
 Yes No
 If yes, please attach a full detailed explanation, including dates, circumstances and current status.

4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner or Officer of BCHA?
 Yes No
 If yes, please attach a full detailed explanation, including dates, circumstances and current status.

5. This business is owned and operated by persons at least 51% of the following ethnic background:
 Asian/Pacific / Black /Hasidic Jew /Hispanic /Native Americans /White

6. This business qualifies as: Section 3 / Small Business / Woman Owned

7. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal fee of affiant or of any other proposer, to fix overhead, profit, or cost element of said proposal fee, or that of any other proposer or to secure any advantage against BCHA or any person interested in the proposed contract; and that all statements in said proposal are true.

8. Licensing and Insurance Information

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

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

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFQ 20-285
REQUEST FOR QUALIFICATIONS
CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES**

**QUESTIONNAIRE – ATTACHMENT E
ARCHITECTURAL/ENGINEERING RELATED SERVICES**

=====

(RESPONSES TO BE SUBMITTED AS ATTACHMENT E)

1. What similar projects to our summary of anticipated projects have you designed and completed in Broward County?
2. What experience does your firm have with providing and supervising Construction Management at Risk services?
3. Have you designed any LEED or Green Building projects using energy conservation, indoor air quality, low carbon foot print, solar energy, etc?
4. When considering LEED design guide lines what do you feel are the more important to achieve?
5. Have you designed an energy star qualified home and are you familiar with energy star features?
6. Are you experienced in designs with daylighting for energy efficiency?
7. Do you have the capability of incorporating BIM (Building Information Modeling) in your design process?
8. How would you design a 3 bedroom, 2 bath house that can be built for \$100/SF? (style, characteristics, finishes)
9. Are you experienced in designing UFAS and ADA, barrier free homes, open kitchens, roll-in showers, baths and multipurpose rooms?
10. What federally funded projects have you previously designed?
11. Explain your billing procedures; Design, bidding, permitting, RFI's, submittals, change orders, revisions, construction administration, etc.

FORM OF CONTRACT

THIS AGREEMENT made this ___ day of ___ in the year ___ by and between ___ for a term of ___ year. 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 RFQ 20-285 Continuing Architectural and Engineering Services.

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 ___ year, expiring on _____; with _____ year renewal option periods.

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

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

- a) This instrument
- b) Specifications, Terms and Conditions contained in RFQ 20-285
- c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- d) Licenses
- e) Board Resolution Number ___

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

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

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

ATTEST
FEIN _____
SS# _____

ATTEST

CONTRACTOR:

By: _____
Name/Title _____
Business Address: _____

BROWARD COUNTY HOUSING AUTHORITY
By: _____
Ann Deibert, Chief Executive Officer



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the BCHA from:

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

ATTACHMENT G

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

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

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

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

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



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

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

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

1. The business address of
(name of Offeror or business) is.

2. My relationship to _____
(name of Offeror or business) is _____ (Relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency political subdivision of any state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that “convicted” or “conviction” is defined by the Florida Statutes to mean a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilt or no contest.

5. I understand that “affiliate” is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime or (2) an entity under the control of any natural person who is active in management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

ATTACHMENT H

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted or affiliate is _____ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Signature)

(Print name)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20_____, by _____ who is personally known to me or who

has produced _____ as identification and who did take an oath.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

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