



**SOLICITATION NUMBER RFP 20-283**

**REQUEST FOR PROPOSAL**

**GENERAL LEGAL SERVICES**

**Related to: The Broward County Housing Authority (BCHA)**

**And**

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

**DATE OF ISSUE: FRIDAY, February 14, 2020**

**QUESTIONS DUE: Thursday, February 27, 2020 4:00 PM (EST)**

**PROPOSALS DUE: Tuesday, March 24, 2020 4:00 PM (EST)**

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

**Contact person for the above RFP: Teisha Palmer  
Email: [tpalmer@bchaf1.org](mailto:tpalmer@bchaf1.org) / 954-739-1114 x1366**

## TABLE OF CONTENTS

1.	Introduction .....	3
2.	Solicitation Background and Anticipated Schedule .....	3
3.	Reservation of Rights .....	4
4.	Purpose and Eligibility.....	5
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.....	9
10.	Licensing and Insurance Information.....	9
11.	Response Submission .....	10
12.	Administrative Terms and Conditions.....	12
13.	Notices.....	12
13.1.	Bid Protest.....	12
13.2.	Cost of Proposal.....	13
13.3.	Amendments to Solicitation .....	13
13.4.	Direct or Indirect Conflicts of Interest .....	13
13.5.	Prohibition against Gifts/Favors/Anything of Monetary Value .....	14
13.6.	Compliance with Law.....	14
13.7.	Public Access to Procurement Record .....	15
13.8.	Ownership of Documents.....	15
13.9.	Advertising.....	16
13.10.	Government Restrictions.....	16
13.11.	Indemnification.....	16
14.	Evaluation Criteria .....	16
15.	Contract Award.....	19
15.1.	Authorized Procurement Authority.....	19
15.2.	Contracting Officer (“CO”) and Contracting Officer’s Designee .....	20
15.3.	Contract Document .....	20
15.4.	Contract Clauses .....	20
15.5.	Contract Terms and Conditions.....	20
15.6.	Unauthorized Sub-Contracting.....	20
15.7.	Insurance Requirements.....	21
15.8.	Right to Negotiate Fees .....	21
15.9.	Contract Period.....	21
15.10.	Contract Service Standards.....	22
15.11.	Contract Payment.....	22
15.12.	Invoicing Requirements.....	22

## 1. Introduction

Broward County Housing Authority 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, and identity of interest affiliates and instrumentalities is to create, provide and increase high quality housing opportunities for Broward County residents through effective and responsive management and responsible stewardship of public and private funds.

In addition to the provision of housing and housing assistance to low income families, BCHA acting through instrumentalities and single asset entities opted to expand, redevelop and sustain former public housing assets via HUD's Rental Assistance Demonstration program (RAD) and public/private partnerships. The instrumentalities are established not-for-profit enterprises and the single asset entities are considered affiliates. Both the BCHA, the not-for-profit enterprises, and affiliates have been used for acquisition and development of affordable housing units.

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

The BCHA is governed by a 5-member Board of Commissioners appointed to staggered 4-year terms by the Governor of Florida. It is subject to the requirements of Title 2 of the Code of Federal Regulations (herein after, "CFR") and BCHA's procurement policy. Board members are responsible for setting policy, representing the community interest, and hiring the Chief Executive Officer who is responsible for agency operations. The affiliates and instrumentalities are governed by a 5-member Board of Directors.

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

BCHA maintains a website at <http://www.bchafl.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.

It is the intention of BCHA to award a contract for a term of twenty-four months (2 years) with three one-year renewal option periods. The selected firm may be recommended to represent the BCHA as well as entities contractually related to BCHA.

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	Friday, February 14, 2020
Deadline for Receipt of Questions and/or Comments via E-Mail	Thursday, February 27, 2020 4:00 PM(EST)
Date of Addendum for Response to Questions	Wednesday, March 4, 2020
Deadline for Proposal Submissions	Tuesday, March 24, 2020 4:00 PM (EST)
Evaluation Committee Review of Proposals	March 25 -31 2020
Evaluation Committee Interview of Short-Listed Proposers	April 6-10
Approval by Board of Commissioners – Anticipated Date	Tuesday April 21, 2020

### 3. Reservation of Rights

1. BCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BCHA to be in its best interest.
2. BCHA reserves the right not to award a contract pursuant to this solicitation.
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.
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.
5. BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for proposer default upon ten days written notice to the successful proposer(s).
6. BCHA and /or Building Better Communities, MCCAN Communities, or Affiliates 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.

7. Should a separate BCHA award be made, distinct from the not-for-profits (Building Better Communities, Inc. and MCCAN Communities or affiliates, 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.
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.
9. BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
10. BCHA reserves the right to negotiate the fees submitted, terms of engagement and scope of work, and separate instrumentalities/affiliates agreements.
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.
12. BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
13. In the event of legal action BCHA will not waive trial by jury.
14. BCHA reserves the right to select Broward County, Florida as the venue for any legal proceedings arising from this contract.
15. This request for proposal and any subsequent contract supersedes any other agreement with contractor/proposer.

#### **4. Purpose and Eligibility**

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

Offerors must be members of the Florida State Bar Association or proposal must specify Respondent's association with Florida State Bar, at BCHA's discretion. Respondents must provide evidence of qualifications and experience necessary to adequately and

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

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

## **5. Firm Qualifications**

The Firm members representing BCHA must be admitted to practice 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:

1. A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures; knowledge of various housing programs of HUD with emphasis on the Housing Choice Voucher (Section 8) Housing Programs; HUD Multifamily Programs; experience in implementing same.
2. Knowledge and work experience with Administrative regulations and the law in matters relating to, but not limited to the following areas: Davis-Bacon Act, Lease and Grievance procedures, Affirmative Action regulations, Florida Public Housing Law and the programs of the Lead-Based Paint Poisoning Prevention Action, Family Self-Sufficiency Program, and laws and regulations relating to non-discrimination based on handicap in federally-assisted programs with emphasis on Section 504 of the Rehabilitation Act of 1973 and the Architectural Barriers Act of 1968.
3. Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly about housing and urban development matters; and experience in applying same.
4. Ability to provide legal services involving housing development and management; financing involving advance, permanent and temporary notes; litigation, real property laws and codes; and federal subsidy programs.
5. Skills, capabilities, capacity and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.
6. All necessary and/or required licenses, registrations, and certifications.
7. Certification that the firm/individual is not debarred and has all necessary and/or required insurance coverage in effect.

8. The proposed designated Lead Attorney shall have a minimum of five (5) or more years of experience representing a housing authority or its relative equivalent.
9. A secondary member of the firm should be identified and highlight experience in the event a substitution of the Lead Attorney becomes necessary.

## 6. **Current General Legal Counsel**

The Agreement with the former law firm of record has expired. A short-term emergency procurement of services was authorized until such time as a full and fair review of all firms interested in representation of the BCHA through this solicitation can be completed.

Additionally, the Washington, D.C. offices of Ballard Spahr, LLP provides legal services primarily outside the scope of the current general legal counsel agreement and under separate agreement. This solicitation could lead to the eventual consolidation of services.

## 7. **Scope of Work**

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

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

the Authority in commercial claims matters up to the litigation stage. Preparation of legal documents covering purchases and sale of land or operating assets, review, comment and memorialize easements, deeds, and other real estate transaction documents.

6. Landlord/Tenant: BCHA utilizes legal counsel to bring contested eviction actions in court and to otherwise represent BCHA's interest in nonpayment of rent cases and lease terminations for cause.
7. Public Sector Law/Federal Housing Law: BCHA receives some of its operating expenses from the Department of Housing & Urban Development. Accordingly, the Housing Authority seeks firms with an expertise in representing other Authorities concerning its general obligations to the Department of Housing and Urban Development.
8. Affordable Housing Law: BCHA is seeking counsel who is experienced in the field of affordable housing, Low-Income Housing Tax Credit, Multifamily, Project Based Voucher Program, and Housing Choice Voucher Program (Section 8).
9. Administrative law: BCHA needs qualified attorneys in the administrative field. An applicant's expertise should include enforcement power of agencies, ethics, Public Records Act, administrative rules, potential conflicts of interest, and the scope of agency powers.
10. BCHA will also require the successful Respondent to provide services pertaining to BCHA-related matters within the following areas, each pertaining to applicable Federal, State and local regulations, statues, laws and codes: Accounting, Finance and related audits; Maintenance; Development; Information Technology; Real estate and Tax Credits; Family Self Sufficiency Program, and any other matter BCHA needs services for.

**Please be aware that BCHA is not only seeking firms with litigation experience, but firms that can also provide general legal advice in the afore-mentioned areas (1-10) of law.**

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

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

## **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 D and section 14-3 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.

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.
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.

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.
2. The following standard insurance policies shall be required:
  - i. Workers' Compensation Policy
  - ii. Professional Liability
  - iii. Automobile Liability
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.
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; automobile Liability with \$1,000,000 combined single time per accident for bodily injury and property damage; and workers' compensation and Employers Liability limits of \$1,000,000 per accident.

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.
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.
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.
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.

## **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.

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	Proposed Fee Schedule: Exhibit D of this solicitation document
5	Prior Experience: Exhibit E of this solicitation document
6	Experience with Real Estate Development: Narrative to be submitted as Exhibit F
7-10	Exhibit G Form HUD 5369-C Certifications and Representation of Offerors, Exhibit H - Sworn Statement, Exhibit I - Certification Pursuant to FS 287.135, Exhibit J - Form HUD 5369, Instruction to Bidders for Contracts and Exhibit K - Form HUD 5369-B, Instruction to Offerors Non-Construction

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 either comb type binding or three ring binding be used.
2. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation.
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 and will in no way contribute to the evaluation process.
4. All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Proposer's proposal.
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.
5. All responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.
7. The proposer shall submit **one original signature copy (marked "ORIGINAL") and five (5) exact copies.** The original and all exact copies shall have the same cover, binding method, and extended tabs.
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 <http://www.time.gov> shall determine receipt within deadline.

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.
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 the final award is announced, 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.bchafl.org](http://www.bchafl.org)) and on the Demandstar website ([www.demandstar.com](http://www.demandstar.com))
2. Unless an answer or information is provided by BCHA in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Proposer.

## 13. Notices

### 13.1. Bid Protest

Any actual or prospective Proposer may protest the solicitation or award of a contract for serious violations of the principles of applicable BCHA Procurement Policy. Any protest against a solicitation must be received before the due date for the receipt of bid proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract 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 ten (10) working days following

receipt of the bid protest/award. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. Following the issuance of the written decision, the proposer may appeal the initial decision to BCHA's CEO. BCHA's CEO shall then issue a decision on the appeal no later than ten (10) working days following receipt of the request of the appeal. The decision of BCHA's CEO shall be final, and no further appeal shall be authorized within BCHA.

**13.2. Cost of Proposal**

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

**13.3. Amendments to Solicitation**

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

**13.4. Direct or Indirect Conflicts of Interest**

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

- I. A present or former member of BCHA's Board of Commissioners, a present or former member of Building Better Communities, Inc. or MCCAN Communities, Inc. Board of Directors or any member of the Board of Commissioners/Directors immediate family;
- II. Any BCHA employee who formulates policy or who influences decisions with respect to BCHA's project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner;
- III. Any public official, member of the local governing body, or State or local legislator (including members of the Broward County Board of Commissioners, or Florida legislator), or any member of such individuals' immediate family;
- IV. A member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or a resident commissioner;

- V. In addition to complying with any applicable professional conduct standards relating to conflicts of interest, proposer affirms and agrees that he/she does not reasonably anticipate representation of any client in any matter to potentially affect delivery of professional services to the BCHA, Building Better Communities, Inc. MCCAN Communities, Inc. or affiliated entities which could result in a recusal by the respondent to the detriment of the intended clients of this solicitation.

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

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

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

**13.6. Compliance with Law**

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

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

Proposers are subject to General Contract Conditions – Non-Construction, HUD Form 5370-C, at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf>

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.

### 13.7. **Public Access to Procurement Record**

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

- I. Keep and maintain public records that ordinarily and necessarily would be required by BCHA in order to perform the service;
- II. Provide the public with access to such public records on the same terms and conditions that BCHA would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- III. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- IV. Meet all requirements for retaining public records and transfer to BCHA, at no cost, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.
- V. PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PUBLIC RECORDS  
Attn: Noah Szugajew  
4780 North State Road 7  
Lauderdale Lakes, FL 33319  
(954) 739-1114 ext. 2350  
[PUBLICRECORDS@bchafl.org](mailto:PUBLICRECORDS@bchafl.org)

### 13.8. **Ownership of Documents**

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

### 13.9. **Advertising**

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

### 13.10. **Government Restrictions**

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

### 13.11. **Indemnification**

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

## 14. **Evaluation Criteria**

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

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



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

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

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

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

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

**Proposal Preparation and Submission Outline**

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

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

<b>Factor</b>	<b>Points</b>	<b>Description</b>
#1	10	<b>Profile of Firm Form (Submit as Exhibit B)</b>
#2	30	<b>Qualifications and experience of Vendor Personnel (Submit as Exhibit C)</b>
#3	15	<b>Proposed Fee Schedule (Submit Response as Exhibit D)</b>
#4	25	<b>Prior Experience in representing public housing agencies, other government agencies, Not-for profit entities, Instrumentalities and Affiliates. (Submit Response as Exhibit E)</b>
#5	20	<b>Experience with Real Estate Development, entitlement work, zoning; grant and subsidy sources; Finance, Construction Law and defects; platting; condo docs; fee simple townhouse approvals (Submit Narrative Response as Exhibit F)</b>
<b>Total</b>	<b>100</b>	

1. **Evaluation Factor #1 – Profile of Firm Form (Exhibit B)**  
Please complete Exhibit B. (10 Points)
2. **Evaluation Factor #2 – Qualifications and experience of Vendor Personnel (Exhibit C)**  
Please complete Exhibit C (30 Points)
3. **Evaluation Factor #3 – Standard Rates and Reimbursable Costs (Exhibit D)**
  - a. Complete the Fee Proposal Form provided (see Exhibit D)
  - 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)
4. **Evaluation Factor #4 – Prior experience in representing public housing agencies, other government agencies, Not-for-profit entities, Instrumentalities and Affiliates. (Exhibit E)**  
Please complete Current and Prior Experience form, Exhibit E. Provide names of agencies or entities that you have or are representing within the last five (5) years. Provide the name of the firm, contact person, telephone number, and email address, nature of the representation, and period of time you represented the organization. (25 Points)
5. **Evaluation Factor #5 – Experience with Real Estate Development, entitlement work, zoning; grant and subsidy sources; Finance, Construction Law and defects; platting; condo docs, fee simple townhouse approvals. (Exhibit F)**  
Please submit narrative outlining relevant experience and qualifications with land and multifamily acquisition, housing development process, and issues related to housing rehabilitation. (20 Points)
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.
7. 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.
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 shortlisted Proposers may be chosen for an onsite interview to determine the highest ranked proposal. The interviews of the finalist(s) will be used to further evaluate the Respondent(s) and ultimately identify the top-rated Respondent.

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.

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.

9. 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.
10. 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.
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 process.
12. Notification of the results of the evaluation including the name of the successful proposer will be posted on BCHA's website at [www.bchafl.org](http://www.bchafl.org).

## **15. Contract Award**

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

By completing, executing and submitting the Form of Proposal, Exhibit A, the proposer agrees to abide by all terms and conditions pertaining to this RFP. HUD form HUD 5369, 5369-B and 5369-C also applies.

### **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. 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.

**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 Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The

Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by BCHA.

**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.

**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 THRU K**

**Respondents shall provide responses to Evaluation Factors 1 through 5 as Exhibits B C, D, E, F**

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-283  
REQUEST FOR PROPOSAL  
GENERAL LEGAL SERVICES**

**PROPOSAL SUBMISSION FORM – EXHIBIT A**

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

X=Included	Tab	Contents
	1	Proposal Submission Form: Exhibit A of this solicitation
	2	Exhibit B Profile of Firm Form (Name and Attach your response to Evaluation Factor #1 as Exhibit B)
	3	Exhibit C - Qualifications and Experience of Vendor Personnel (Name and Attach your response to Evaluation Factor # 2 as Exhibit C)
	4	Exhibit D – Proposed Fee Schedule (Name and Attach your response to Evaluation Factor #3 as Exhibit D)
	5	Exhibit E – Prior Experience (Name and Attach your response to Evaluation Factor #4 as Exhibit E)
	6	Exhibit F – Narrative explaining Experience with Real Estate Development... (Name and Attach your response to Evaluation Factor #5 as Exhibit F)
	7	Exhibit G - Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract found at <a href="https://www.hud.gov/sites/documents/DOC_12132.PDF">https://www.hud.gov/sites/documents/DOC_12132.PDF</a>
	8	Exhibit H – Sworn Statement Under Section 287.133 (3) (A) Florida Statutes on Public Entity Crimes
	9	Exhibit I – Certification Pursuant to Florida Statute 287.135
	10	Exhibit J – Form HUD 5369, Instruction to Bidders for Contracts
	11	Exhibit K – Form HUD 5369-B Instruction to Offerors Non-Construction

**CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:  
\_\_\_\_\_ ONE (1) ORIGINAL AND \_\_\_\_\_ FIVE (5) 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 part.
2. As described within the Reservation of Rights section of the RFP, BCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to incomplete responses and/or responses offering alternate or non-requested services, failure to use BCHA and HUD provided forms, or failure of the proposer to check for addenda or corrections and adhere to any revised requirement.
3. He/she is agreeing to abide by all terms and conditions pertaining to this solicitation document as issued by BCHA including an agreement to execute a contract form.

**PROPOSAL SUBMISSION FORM – EXHIBIT A – CONT'D**

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	



**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP-20-283  
REQUEST FOR PROPOSAL  
GENERAL LEGAL SERVICES**

<b>PROFILE OF FIRM FORM – EXHIBIT B</b>
---

**1. Proposer Information**

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

2. Debarred Statement: Has the firm, or any principal ever been debarred from providing any services to the federal government, any state government, or any local government agency?

Yes     No

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

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

Yes     No

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

4. Please indicate the structure of your company.

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

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

6. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any

manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal fee of affiant or of any other proposer, to fix overhead, profit, or cost element of said proposal.

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-283  
REQUEST FOR PROPOSAL  
GENERAL LEGAL SERVICES**

**EXHIBIT C**

**QUALIFICATIONS AND EXPERIENCE OF VENDOR PERSONNEL**

1. Present proposed organizational chart identifying the key individuals and their proposed roles.
2. An overall narrative of the qualifications of persons proposed to work directly with the BCHA. Please identify the proposed designated lead attorney.
3. Provide detailed resumes of each person (professional staff only). Resumes need to be in this format:
  - a. Name & title.
  - b. Job assignments/other projects.
  - c. Number of years with this firm
  - d. Number of years with other firms.
  - e. Experience - brief description of the duties and roles performed including relevant disciplines (such as Land Use, Construction, Commercial Transactions etc.) Also include any experience related to items 1-10 of Section 7, Scope of Work.
  - f. Identify experience with a Public Housing Agency or other governmental agency.
  - g. Educational achievements.
  - h. Professional affiliations/credentials of assigned personnel.
  - i. The level of responsibility to be assumed by each person.
  - j. Specific detailed litigation experience and include dates of when services were performed.
  - k. Prior jury trial experience and include dates of when services were performed.
  - l. Florida State Bar membership number and date of admission to the Federal Bar for firm members to be assigned to BCHA.
4. Identify the accessibility of the proposed designated Lead Attorney and the response time that the individual offers to BCHA. Specifically, identify the lead-time required for attending scheduled or specially called meetings. Identify how quickly the Lead Attorney can arrive in person to attend an unscheduled, urgent meeting. Identify the same for any assisting attorneys.
5. Provide the number of current clients for the firm as a whole and for the attorney(s) assigned to BCHA.

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-283  
REQUEST FOR PROPOSAL  
GENERAL LEGAL SERVICES**

**Fee Proposal Form - EXHIBIT D**

**Retainer:** Please quote a fixed monthly retainer fee for routine services expected to be performed as stated in Section 5.2 - Routine Services. **The person signing this form must be a person authorized to bind the Law Firm contractually. An original signature must be signed in ink, preferably in a color other than black. Signature stamps are not acceptable.**

<b>Fixed Monthly Retainer Fee</b>			
<b>Contract Year 1 and 2 (initial two-year award)</b>	<b>Contract Year 3 (optional renewal)</b>	<b>Contract Year 4 (optional renewal)</b>	<b>Contract Year 5 (optional renewal)</b>

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

<b>Non-Routine Services Hourly Fee</b>				
<b>Position</b>	<b>Year 1 and 2 (initial two-year award)</b>	<b>Year 3 (optional renewal)</b>	<b>Year 4 (optional renewal)</b>	<b>Year 5 (optional renewal)</b>
Partners				
Associates				
Paralegals				
Of Counsel				
Other				

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BROWARD COUNTY HOUSING AUTHORITY  
SOLICITATION NUMBER RFP 20-283  
REQUEST FOR PROPOSAL  
GENERAL LEGAL SERVICES**

**Prior Experience Form - EXHIBIT E**

Please 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 representation, and period of time you represented the organization.

Prior Experience						
Organization Name	Contact Name	Contact Phone Number	Contact email	Nature of Representation	Period of Representation From -To	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Certifications and  
Representations  
of Offerors  
Non-Construction Contract**

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

**EXHIBIT G**

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

**2. Small, Minority, Women-Owned Business Concern Representation**

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:  
(Check the block applicable to you)

- Black Americans                       Asian Pacific Americans
- Hispanic Americans                       Asian Indian Americans
- Native Americans                       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---



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

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

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

1. The business address of  
(name of Offeror or business) is.
  
2. My relationship to \_\_\_\_\_  
(name of Offeror or business) is \_\_\_\_\_ (Relationship such as  
sole proprietor, partner, president, vice president).
  
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency political subdivision of any state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
  
4. I understand that “convicted” or “conviction” is defined by the Florida Statutes to mean a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
  
5. I understand that “affiliate” is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime or (2) an entity under the control of any natural person who is active in management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.



# EXHIBIT H

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted or affiliate is \_\_\_\_\_ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who

has produced \_\_\_\_\_ as identification and who did take an oath.

WITNESS my hand  
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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



**CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the BCHA from:

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

## EXHIBIT I

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

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

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

---

COMPANY NAME

---

SIGNATURE

---

PRINT NAME

---

TITLE

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

---

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

#### **9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

#### **10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

#### **11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

#### **12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.



# Instructions to Offerors Non-Construction

EXHIBIT K

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]