



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 19-282
REQUEST FOR PROPOSAL**

COMPENSATION AND CLASSIFICATION STUDY

DATE OF ISSUE: NOVEMBER 05, 2019

QUESTIONS DUE: NOVEMBER 15, 2019, 4:00 PM (EST)

PROPOSALS DUE: DECEMBER 02, 2019 at 4:00 PM (EST)

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

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PROCUREMENT SPECIALIST
BROWARD COUNTY HOUSING AUTHORITY
4780 NORTH STATE ROAD 7
LAUDERDALE LAKES, FL 33319
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1. Introduction

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

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

BCHA manages 373 multi-family units; administers over 6,200 vouchers under the Housing Choice Voucher and similar programs, and owns and manages 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 (LIHTC) units, which are privately managed by an independent third-party management company.

BCHA is governed by a five (5) member Board of Commissioners appointed to staggered 4-year terms by the Governor of Florida and is subject to the requirements of Title 24 of the Code of Federal Regulations (herein after, "CFR") and Chapter 421 of the Florida Statutes. 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.bchaf1.org> with information for clients, landlords, prospective business partners, and the public at large.

2. Solicitation Background and Anticipated Schedule

The Broward County Housing Authority (BCHA) is seeking the services of a qualified company with extensive experience conducting research of appropriate and current data sources, analyzing detailed job classification and compensation information to collect and develop a comprehensive Compensation Study and Pay Range Review for the agency.

This solicitation is subject to the BCHA Procurement Policy, as revised September 26, 2017, a copy of which is available at www.bchaf1.org.

The Broward County Housing Authority (BCHA) contemplates the award of one (1) contract resulting from this solicitation. The term of this contract shall begin as of the date of the issuance of

the “Notice to Proceed”, and shall run to the completion of the project. The project should be completed within Sixty (60) to Ninety (90) days from the date of the Notice to Proceed.

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

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

Anticipated Solicitation Schedule Event	Date (and Time)
RFP Published to BCHA website and DemandStar	November 05, 2019
Site Visits	N/A
Deadline for Receipt of Questions via E-Mail	November 15, 2019, 4:00 PM (EST)
Date of Addendum for Response to Questions	November 19, 2019
Deadline for Proposal Submissions	December 02, 2019, 4:00 PM
Evaluation Committee Review of Proposals	December 03-09, 2019
Approval by Board of Commissioners	December 17, 2019
Effective Date of New Contract (Anticipated Date)	January 1, 2020

3. Reservation of Rights

- 3.1. BCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BCHA to be in its best interest.
- 3.2. BCHA reserves the right not to award a contract pursuant to this solicitation.
- 3.3. BCHA reserves the right to award separate agreements based on criteria that BCHA determines to be appropriate. BCHA reserves the right to name a secondary or backup contractor to be utilized based on criteria that BCHA determines to be appropriate.
- 3.4. BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten days written notice to the successful proposer(s).
- 3.5. BCHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.
- 3.6. BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 3.7. BCHA reserves the right to negotiate the fees submitted.
- 3.8. 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:
 - 3.8.1. incomplete responses and/or responses offering alternate or non-requested services;
 - 3.8.2. failure to use BCHA and HUD provided forms, or

- 3.8.3. failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 3.9. BCHA shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
 - 3.9.1. In the event of legal action BCHA will not waive trial by jury.
 - 3.9.2. A venue for any legal proceedings arising from this contract shall be in Broward County, Florida.
 - 3.9.3. This request for proposal and any subsequent contract supersedes any other agreement with contractor/vendor.

4. Scope of Services

4.1. General Requirements

The Broward County Housing Authority (BCHA) is seeking proposals for the development of a comprehensive compensation (wage/salary) and classification study of its current employees. This study should lead to the development of a fair and equitable pay structure, a comprehensive pay plan and a comprehensive performance appraisal system for management and non-management staff; assist in the review of the existing job evaluation and compensation plan and make recommendations for improvement to the existing system.

It is expected the study will be of sufficient detail to provide valuable data that will assist the Human Resource Manager and management of the agency to make decisions regarding classification and compensation matters related to the BCHA staff.

4.1.1 Scope of Services

- Proposer will review agency material including job descriptions, policies, procedures, forms, and any other relevant/related material (this step may be completed offsite).
- Analyze the competitiveness of the job classifications for all positions. Confirm comparable positions in other housing authorities of similar size and present benchmark findings (National, Regional, and Local scope).
- Analyze the competitiveness of the salaries for all positions. Confirm comparable positions in other housing authorities of similar size and present benchmark findings (National, Regional, and Local scope).
- Develop a recommended job classification schedule based on research conducted.
- Develop a recommended salary schedule based on research conducted.
- Examine the equity of pay among present employees based on qualifications, experience and tenure, and make recommendations for any needed salary adjustments to create equity, eliminate disparity, or bring salaries in line with industry norms.
- Prepare implementation manual based on recommended changes to job classification and salary schedules including methodology and sources.

- Prepare maintenance manual for regular updates to job classification and salary schedules including methodology and sources.
- Prepare report on comparability study including objectives and methodology used, summary of study results, documentation on computation of pay rate for each job classification, pay schedule, and table of recommended pay for each employee.
- Propose a Compensation Incentive Plan to include performance measurements and payment scale that will motivate and reward employees for accomplishing agency and individual performance goals.
- Review and make recommendations on compensation policies.

4.1.2 Key Information and Scope of Services

4.1.2.1 KEY FACTS

The following summary data is provided to assist potential respondents understanding of BCHA’s organization breakdown, represents a current snapshot and may not necessarily represent the final numbers that will exist at the time the contract is awarded. (Data as of 10/01/2019)

Composition of Staff:

- Ninety-one (91) Regular Full-Time staff
- Twelve (12) FT Vacancies
- Nineteen (19) Different Pay Grades;
- Fifty-five (55) Different Job Titles

An organization chart is also included in this solicitation packet.

BCHA will make its current pay structure available to the vendor that is awarded the contract.

BCHA’s goal is that “BCHA shall maintain compensation and benefit practices that are comparable to organizations with which the Housing Authority competes for its labor force and which are comparable to industry standards. Organizations that are suitable for comparison include, are not limited to other Public Housing Agencies, other public sector employers, non-profit organizations and private sector organizations.”

4.1.3 Project Deliverables

Primary deliverables will include:

1. Draft of Preliminary Findings and Reports for review.
2. Draft of Executive Summary for review.
3. Final Executive Report and Compensation Study, Pay Range, and comprehensive performance appraisal system Results and Reports.
4. Presentation to Executive Management. If requested, presentations to BCHA staff and Board of Commissioners.

4.1.4 **Minimum Qualifications**

- A. Respondents to this solicitation must have been in business for a minimum of five (5) years.
- B. Respondents must have completed a minimum of five (5) Classification and Compensation Studies, two (2) of comparable size and scope.
- C. Respondents must have experience working with governmental entities, preferably housing authorities.

4.2. **Awarded Vendor's Responsibilities**

- 4.2.1. The selected Vendor shall be responsible for the professional quality, accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the Vendor and its principals, officers, employees, and agents. In performing such services, Vendor shall follow practices consistent with generally accepted professional standards.
- 4.7.2 BCHA shall reserve the right to demand and receive a change in personnel assigned to the work if BCHA believes that such change is in its best interest and in the completion of the assigned work.
- 4.7.3 The Vendor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- 4.7.4 Vendor shall have in its employ, or under its control, sufficient qualified, experienced and competent personnel to perform work promptly and in accordance with a schedule or work program, as approved by BCHA. Vendor shall employ only such workers as are skilled in the tasks to which they are assigned. Vendor shall be responsible for overseeing the work of all workers.

5. **Response**

5.1 **Licensing and Insurance Information**

Before a contract pursuant to this RFP is executed, the apparent successful Vendor must hold all necessary, applicable professional licenses required by the State of Florida and other regulatory agencies necessary to complete the Services. The Vendor shall obtain, at the Vendor's expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. BCHA may require any or all Vendors to submit evidence of proper licensure.

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

- i. Commercial General Liability Policy
- ii. Worker's Compensation Policy
- iii. Professional Liability
- iv. Automobile Liability

5.1.2 The following requirements are applicable to all policies:

1. Commercial General Liability and Work Compensation insurance shall be written by a carrier with an A-VIII or better rating in accordance with current A.M. Best Key Rating Guide.
2. Only insurance carriers licensed or duly authorized to do business in the State of Florida will be accepted.
3. "Claims made" policies will not be accepted.

5.1.3 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;

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

5.1.5 Professional Liability: Professional Liability insurance in the amount of not less than \$1,000,000 per claim; \$2,000,000 aggregate.

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

5.1.7 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.

5.1.8 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverage and endorsements, based upon insurance market conditions affecting the availability of coverage. Additionally, BCHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.

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

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

5.2 Indemnification

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

5.3 Proposed Services

Not applicable.

5.4 Client References (Attachment D)

- 5.4.1 List the name, addresses, contact persons as well as contact phone numbers, fax numbers and e-mail addresses of at least five (5) public sector clients for whom similar services are being performed currently or within the past three (3) years.
- 5.4.2 Include information specifying if the clients are past or current.
- 5.4.3 Advise clients being submitted as references that they may be contacted by BCHA staff in the evaluation of the response.

5.5 Price Escalation

Not applicable.

5.6 Site Visits

Not applicable.

5.7 Pre-Bid Meeting

Not applicable.

5.8 Response Submission

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

Tab	Contents
1	Form of Proposal: Attachment A of this solicitation document.
2	Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract: Complete the form found at https://www.hud.gov/sites/documents/DOC_12132.PDF
3	Profile of Firm Form: Attachment B of this solicitation document with IRS Form W-9 and licenses.
4	Organizational Overview/Qualification: Attachment C-1 of this solicitation document. See Section 6.2.1
5	Plan and Methodology: Attachment C-2 of this solicitation document. See Section 6.3.
6	Overall responsiveness. Overall compliance with the requirements of the RFP: Attachment C-3 of this solicitation document. See Section 6.4.
7	Ability to complete the Compensation Study and Pay range Review within 90 days: Attachment C-4 of this solicitation document. See Section 6.5.
8	Fee Information: Attachment C-5 of this solicitation document. See Section 4.
9	Client References: Attachment D of this solicitation document. See Section 5.3.
10	Forms: Scrutinized Companies Section 287.135 Florida Statutes - Attachment F , and Sworn Statement Section 287.133 (3) (A) Florida Statutes - Attachment G , must be executed and returned with attached proposal to be considered.

- 5.8.2 It is preferable and recommended that the response be bound in such a manner that BCHA can, if needed, remove the binding to make copies then return the response to its original condition. BCHA suggests that either comb type binding or three ring binding be used.
- 5.8.3 All responses shall be submitted to the contact person and address and by the date specified on the first page of this solicitation document.
- 5.8.4 **The proposer shall submit one (1) original signature copy (marked “ORIGINAL”) and three (3) exact copy.** They shall be placed unfolded in a sealed package and addressed to:

**Broward County Housing Authority
Attn: Stacie-Ann Richards, Procurement Specialist
4780 North State Road 7
Lauderdale Lakes, Fl. 33319**

5.9 Submission Responsibilities

The vendor shall ensure that the response is received by the time and date indicated on the first page of this solicitation document. **The package shall clearly indicate the solicitation number and title.** Submissions received after the noted deadline will not be accepted. The official US time at <https://time.gov/> shall determine receipt within deadline.

- 5.9.1 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.

- 5.9.2 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.

5.10 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 except through the RFP Point of Contact named below, during the Pre-Bid Conference (if any), as otherwise defined in this RFP or as provided by existing work agreement(s). Prohibited communications 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.

- 5.9.1 Vendors shall address all communication and correspondence relating to this solicitation to the contact person on the cover sheet of this document. Proposers shall not make inquiry or communicate with any other BCHA staff member or official, including the Audit Committee and the Board of Commissioners, pertaining to this solicitation. Failure to comply with this requirement may be cause for BCHA to disqualify from consideration a response submitted by the proper doing so.
- 5.9.2 All questions shall be submitted via email to the contact person named on the coversheet of this document. Questions will not be accepted via telephone. Responses to questions shall be made via form of addenda which will be posted on the BCHA website and on DemandStar.
- 5.9.3 Unless an answer or information is provided by BCHA in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Proposer.

5.11 Notices

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

**Stacie-Ann Richards, Procurement Specialist
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, Fl. 33319-5860**

- 5.10.1 Any actual or prospective Proposer may protest the solicitation or award of a contract for serious violations of the principles of the BCHA Procurement Policy. Any protest against a solicitation must be received before the due date for the receipt of bid proposals, and any protest against the award of a contract must be received within five (5) calendar days after the notice of award is posted on BCHA’s website, or the protest will not be considered. All bid protests shall be in writing, stating the reason for the protest and submitted to the Procurement Specialist or designee, who shall issue a written decision on

the matter. The Procurement Specialist may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

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

5.10.3 Cost of Proposal

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

5.10.4 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 Vendor must acknowledge all addenda issued BCHA's website so as to ensure that addenda are considered in their proposal response. All Vendors are encouraged to frequently check BCHA's website at www.bchafl.org for additional information.

5.10.5 Direct or Indirect Conflicts of Interest

Vendor 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 or any member of the Board of Commissioner's 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 government body, or State or local legislator (including members of the Broward County Board of Commissioners, or Florida legislator), or any member of such individual's 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 resident commissioner;

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

5.10.6 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.

5.12 Compliance with Law

While conducting business with BCHA, Vendor 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 170lu (“Section 3”), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and shall provide for such compliance in the contract documents as required. It is the policy of BCHA that all vendors that conduct business with BCHA must be authorized and/or licensed to do business in Florida. Vendor is responsible for contacting their local city and county authorities and the State of Florida to ensure that Vendor has complied with all laws and is authorized and/or licensed to do business in Florida. All applicable fees associated therewith are responsibility of Vendor.

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

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

5.12.3 Proposers are subject to *24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons* commonly referred to as Section 3, at http://www.access.gpo.gov/nara/cfr/waisidx_98/24cfr135_98.html. 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.

5.13 Public Access to Procurement Record

5.13.1 The BCHA is a public agency subjected to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida’s Public Records Law. Specifically, the awarded Vendor shall:

5.13.2 Keep and maintain public records required by BCHA in order to perform the service.

- 5.13.3 Upon request from BCHA's custodian of public records, provide the public agency with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
- 5.13.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to BCHA.
- 5.13.5 Upon completion of the contract, transfer, at no cost to BCHA, all public records in possession of the Contractor, or keep and maintain public records required by BCHA upon completion of the contract. The Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.
- 5.13.6 During the term of the contract, the Vendor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of BCHA. The Vendor agrees to make available to BCHA, during normal business hours and in Broward County, all books or account, reports and records relating to this contract.
- 5.13.7 PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

5.14 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. Vendors shall not copyright, any said document submitted to BCHA as a result of the RFP.

5.15 Advertising

In submitting a proposal, Vendor agrees not to use the result from it as a part of any commercial advertising. BCHA does not permit Vendors to advertise or promote the fact

of your relationship with BCHA in the course of marketing efforts, unless BCHA specifically agrees otherwise.

5.15 **Government Restrictions**

In the event any governmental restriction may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods offered, it shall be the responsibility of the successful Vendor to immediately notify BCHA in writing specifying the regulation which requires an alteration. BCHA reserves the right to accept any such alteration, including any reasonable price adjustment occasioned thereby, or to terminate the contract at no expense to BCHA.

6 Evaluation

6.1 Evaluation Criteria

The proposed evaluation is an initial process designed to elicit a short list of Vendors; with the contract awarded not necessarily to the 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 Vendor's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

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

Responses to each evaluation factor should be submitted as Attachments C-1, C-2, C-3, C-4 and C-5.

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

A short list of finalist will be established based upon the written submissions. Interviews may or may not be conducted with the finalist. These interviews of the finalist may be used to identify the top-rated Proposer utilizing the same point system as described below. The finalist may be required to present their qualifications to the BCHA Board.

All proposals will be ranked in accordance with this point system and contract negotiations will be initiated with the highest ranked Proposer. If negotiations between the BCHA and the highest ranked Proposer fail to produce a mutual agreement, the BCHA will terminate those negotiations and proceed with contract negotiations with the second highest ranked Proposer. At the BCHA’s own discretion, the BCHA may continue that process until a mutual agreement is reached between the BCHA and a Proposer.

The BCHA reserves the right to reject any/ 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.

6.1.1 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 zero (0).

Responses to each evaluation factor should be submitted as Attachments as described below.

Factor	Total Points	Description
#1	35	Organizational Overview/Qualification (Attachment C-1) Experience, Strength and Statement of Qualification of Firms as it relates to this solicitation.
#2	30	Plan & Methodology (Attachment C-2) Firm’s Technical Response to RFP’s Scope of Services and Capacity (Demonstrated experience in conducting a Compensation Study and Pay range Review with an emphasis on the components to be used to develop pay structure and salary survey), Customer Service, Approach and Problem Resolution Methods, Equipment and Products.
#3	10	Overall responsiveness. Overall compliance with the Requirements of the RFP (Attachment C-3)
#4	5	Ability to complete the Compensation Study and Pay range Review within 90 days (Attachment C-4)
#5	20	Proposed Cost (Attachment C-5) Fee Proposal

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

Scoring Guide:

0% - No Response

50% - Marginal

70 % - Acceptable

80% - Exceeds Acceptable

100%- Outstanding in all Respects

6.2 Evaluation Method

6.2.1 Evaluation Factor #1 - Organizational Overview/Qualifications (Attachment C-1) -35 points.

6.2.1.1 Profile of the principals assigned to this project.

6.2.1.2 Specify the roles of those assigned to this project and each person's expected time commitments to the tasks required.

6.2.1.3 Provide brief history of your organization, include your overall philosophy.

6.2.1.4 Provide five (5) references of public sector clients, include a contact name, title, telephone number, fax number and the number of jobs evaluated per project.

6.2.1.5 Provide the number of compensation and classification plans generated by your firm that are serving the public sector (City and County Government).

6.2.1.6 Provide the number of compensation and classification plans generated by your firm that are serving Public Housing Authorities.

6.2.1.7 Provide listing of projects of comparable size and services rendered by your firm over the last three (3) years.

6.3 Evaluation Factor #2 – Plan and Methodology (Attachment C-2) - 30 points.

6.3.1 Provide a detailed proposed plan to accomplish this project.

6.3.2 Explain the methodology and approach that will be employed to ensure successful completion of the requirements of the RFP (emphasis on the components to be develop pay structure and salary survey) to include but not limited to Customer Service Approach and Problem Resolution Methods; Proposed Timelines, Equipment and Products.

6.4 Evaluation Factor #3- Overall responsiveness. Overall compliance with the requirements of the RFP. (Attachment C-3) - 10 points.

6.5 Evaluation Factor #4- Ability to complete the Compensation Study and Pay range Review within 90 days (Attachment C-4) - 5 points.

Propose a timeline schedule.

6.6 Evaluation Factor #5 - Proposed Cost/ Fee (Attachment C-5) - 20 points.

Submit cost proposal in a separate sealed envelope, clearly marked with the words “Cost Proposal.” This is the expected amount your firm would be compensated for services provided to BCHA.

Please use Form Attachment C-5 to state your fees, which must include a total cost, including travel expenses and a “not to exceed figure” amount for the work described in the scope of work as listed in Section 4. Respondents are encouraged to provide any additional methodology for proposed fee in their proposal.

6.7 Evaluation Method and Award Process.

6.7.1 Each proposal will first be evaluated for responsiveness (i.e. meets the minimum of the published requirements). BCHA reserves the right to reject any proposals deemed as not minimally responsive.

6.7.2 BCHA will form an Evaluation Review Committee to review proposal and make recommendation to the Board of Commissioners for selection based on the evaluation factors set forth above. Factors not specified in the RFP will not be considered. BCHA reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals shall be evaluated on an individual basis against the requirement stated in the RFP.

6.7.3 After evaluations, the committee will determine the top proposals that have a reasonable chance of being selected for award considering both the technical aspects and fee proposal. These shortlisted Proposers may be chosen for an onsite interview. Final award will be approved by BCHA Board of Commissioners. Contract negotiations may, at BCHA’s option, be conducted prior to or after the Board of Commissioner’s award.

6.7.4 BCHA will make a determination of whether, in the opinion of BCHA, the Proposer is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. BCHA will 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. The responsibility determination also includes consideration of a Proposer’s integrity, compliance with policy, past performance with BCHA (if any), and eligibility to perform scope of work that are funded by the Federal, State or local government.

- 6.7.5 Should the individual members of the Evaluation Review Committee be made known to the Proposer in any manner prior to submission or during the review process, the Proposer shall not make contact with the committee members, or their proposal may be rejected.
- 6.7.6 All persons having familial (including in-laws) relationships with principals and/or employees of the proposer entity will be excluded from participation in the evaluation committees. Similarly, any persons having ownership interest in and/or contract with a vendor entity will be excluded from participation in the evaluation committees.
- 6.7.7 In the event of ties, determination of the top-ranked Proposer will be decided by drawing lots or other random means of selection in accordance with BCHA procurement policies and HUD guidelines.
- 6.7.8 Notification of the results of the evaluation including the name of the successful Proposer will be posted on BCHA's website at www.bchafl.org and on the DemandStar website at www.demandstar.com.

7. Ineligible Contractors

BCHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms that are on the GSA List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Contract Award

Contract award of this RFP will be based on the responsiveness of the Vendor's information to the Evaluation Factors which will demonstrate the Vendor understanding of the Evaluation Factors and the firm's capacity to perform the required services of this Request for Proposal.

By completing, executing and submitting the Form of Proposal, Attachment A, the vendor is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by BCHA, including the contract clauses already attached as Attachments. Accordingly, BCHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case BCHA has no power or authority to negotiate any clauses contained within any attached HUD document.

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

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

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

8.2 Contract Document

BCHA and the successful vendor will execute BCHA's standard contract. See Attachment E for a sample of this document. BCHA will not execute a contract on the successful vendor's forms.

Contracts will only be executed on BCHA's form, and by submitting a proposal the successful vendor agrees to do so (please note that BCHA reserves the right to amend this contract form as BCHA deems necessary). However, BCHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the vendor 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.

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

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

8.3 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 Vendor and any subsequent revisions to the Vendor's Proposal and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provision of the RFP, and any other terms deemed necessary by BCHA, except that no objection or amendment by a Vendor to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless BCHA has explicitly accepted the Vendor's objection or amendment in writing.

8.4 Unauthorized Sub-Contracting: The successful vendor shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation document (including, but not limited to selling or transferring the contract) without the prior written consent of BCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BCHA shall be void and may result in the cancellation of the contract with BCHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

8.5 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 General Liability coverage as described in Section 5.1.3 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 the Certificate Holder using the following name address:

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

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

8.6 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 vendor may, at BCHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after BCHA has chosen the top-rated 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.

8.7 Contract Period

Not applicable.

8.8 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.

8.9 Contract Payment

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

8.10 Invoicing Requirements

8.10.1 Contractor invoices shall reflect the prices established for the items on this Contract for all orders placed by BCHA even though the Contract number and/or correct prices may not be referenced on each order. Only properly submitted invoices will be officially processed for payment. Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

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

8.10.3 Not applicable.

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

8.10.5 BCHA will pay invoices by check or ACH.

**LAST PAGE OF DOCUMENT
PLEASE SEE ATTACHMENTS A through G**



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 19-282
REQUEST FOR PROPOSAL
COMPENSATION AND CLASSIFICATION STUDY**

PROPOSAL SUBMISSION FORM – ATTACHMENT A

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

X=Included	Tab	Contents
	1	Proposal Submission Form: Attachment A of this solicitation document.
	2	Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract found at https://www.hud.gov/sites/documents/DOC_12132.PDF
	3	Profile of Firm Form: Attachment B of this solicitation document. Note that this document has two pages. Include IRS Form W-9 and licenses.
	4	Response to Evaluation Factor 1: Organizational Overview/Qualifications. Submit responses as Attachment C-1 . See Section 6.1.2.
	5	Response to Evaluation Factor 2: Plan and Methodology. Submit responses as Attachment C-2 . See Section 6.3
	6	Overall responsiveness. Overall compliance with the requirements of the RFP: Attachment C-3 of this solicitation document. See Section 6.4
	7	Ability to complete the Compensation Study and Pay range Review within 90 days: Attachment C-4 of this solicitation document. See Section 6.5.
	8	Response to Evaluation Factor 3: Fee Information. Submit responses as Attachment C-5 . (To submit in a separate sealed envelope). See Section 4
	9	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document. See Section 5.3
	10	Forms: Scrutinized Companies Section 287.135 Florida Statutes - Attachment F , and Sworn Statement Section 287.133 (3) (A) Florida Statutes - Attachment G , must be executed and returned with attached proposal to be considered.

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

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

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

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

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-19-282
REQUEST FOR PROPOSAL
COMPENSATION AND CLASSIFICATION STUDY**

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

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

Yes No

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

4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Commissioner, Audit Committee member or Officer of BCHA?

Yes No

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

5. This business is owned and operated by persons at least 51% of the following ethnic background:

Asian/Pacific / Black /Hasidic Jew /Hispanic /Native Americans /White

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

7. 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 |

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

9. Licensing and Insurance Information

Business License Jurisdiction, Number, and Expiration Date	
Worker's Comp Carrier, Policy Number, and Expiration Date	
General Liability Carrier, Policy Number, and Expiration Date	
Professional Liability Carrier, Policy Number, and Expiration Date	
Vehicle Insurance Carrier, Policy Number, and Expiration Date	

10. Copies of insurance certificates in accordance with Section 5 of this proposal should be submitted prior to award but not a part of the proposal submission.

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	



BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 19-282
REQUEST FOR PROPOSAL
COMPENSATION AND CLASSIFICATION STUDY

FEE INFORMATION – ATTACHMENT C-5

- A. **Instructions: Please indicate the cost.**
- B. **Note: Price shall include all labor, materials, equipment, permits and associated costs and a “not to exceed figure.”**

ITEM No.	DESCRIPTION	TOTAL PRICE
1.	Classification and Compensation Study Review and Update Classification: (See Section 4, Scope of Services)	\$ _____ /Lump Sum

\$ _____ Grand Total

=====

The undersigned certifies that 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	

FORM OF CONTRACT

THIS AGREEMENT made this ___ day of _____ in the year ___ by and between _____ for 90 days. Hereinafter called the "Contractor", and the BROWARD COUNTY HOUSING AUTHORITY, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes and hereinafter called the "PHA".

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

Article I - Statement of Work: The Contractor shall furnish all labor, material, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for RFP 19-282 Compensation and Classification Study.

in strict accordance with the specifications dated October 2019 as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for 90 days, expiring on _____; with a not to exceed more than 30 days extension option beyond the expiration the contract.

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

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

- a) This instrument
- b) Specifications, Terms and Conditions contained in RFP 19-282
- c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- d) Licenses
- e) Board Resolution Number ___

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

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

ATTEST
FEIN _____
SS# _____

ATTEST

CONTRACTOR:

By: _____
Name/Title _____
Business Address: _____

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



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

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

certify that _____ does not:
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the BCHA from:

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

ATTACHMENT F

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.

ATTACHMENT G



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

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

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

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

ATTACHMENT G

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

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

(Signature)

(Print name)

State of Florida

County of _____

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

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

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

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

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