



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 20-292
REQUEST FOR PROPOSAL (RFP)**

Physical Needs Assessments (PNA) Services

Date of Issue: December 21, 2020

Questions Due: January 14, 2021

Proposal Submission Date: January 26, 2021, 2:00 pm EST

Please check BCHA's website and/or DemandStar for Addenda and changes before submitting your bid.

**Contact: Emmarie Yavneh
Purchasing Office
Broward County Housing Authority
4780 North State Road 7
Lauderdale Lakes, FL 33319
Telephone: 954-739-1114, Extension 1513
e-mail: purchasing@bchafl.org**

1. Introduction, Background and Anticipated Schedule

The Broward County Housing Authority (BCHA) is under contract to provide certain services to Building Better Communities (BBC) and related affiliates engaged in multifamily housing at several distinct sites. Accordingly, the BCHA is seeking to obtain proposals from qualified firms to perform Physical Needs Assessments and prepare reports. Each “affiliate” enterprise is a distinct legal entity. Services are described within this request for proposal (RFP) and the attached Specifications – Exhibit A at the locations listed in the Specifications – Exhibit A, Attachment A – Description of Housing Stock.

The BCHA staff intends to recommend an award to the respective Board of Directors responsible to approve contracts for each multifamily property. A recommendation will be based on the responsiveness of the vendor’s information to the evaluation factors, which responses will demonstrate the vendor’s understanding of said factors and the vendor’s capacity to perform the required services under this RFP.

This solicitation is subject to the BCHA Procurement Policy, as revised April 21, 2020, a copy of which is available at <https://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)
Advertised Date	December 21, 2020
Site Visits (if desired)	Last day offered January 06, 2021
Deadline for Receipt of Questions and/or Comments via E-Mail	January 14, 2021 at 2:00 PM EST
Last date of issuance of addendum	January 21, 2021 (3 business days before proposal submission deadline)
Deadline for Proposal Submissions	January 26, 2021 at 2:00 PM EST
Evaluation Committee Meeting – Review of Proposals	January 28, 2021
Interviews, if needed	February 3, 2021
Approval by Board of Commissioners, if necessary – Anticipated Date	February 16, 2021

2. Reservation of Rights

- 2.1 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.
- 2.2 BCHA reserves the right not to recommend award a contract pursuant to this solicitation.
- 2.3 BCHA reserves the right to recommend award for separate agreements based on criteria that BCHA determines to be appropriate. As the best interest of the BCHA may require, the right is reserved to make award(s) by individual item, group of items, all or none or any combination thereof.

- 2.4 BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for convenience or for contractor default upon ten (10) days written notice to the successful vendor (s).
- 2.5 BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of **ninety (90)** days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 2.6 BCHA reserves the right to negotiate the fees submitted.
- 2.7 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 provided forms, or
 - failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 2.8 BCHA does not have any obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 2.9 BCHA reserves its right to a trial by jury in the event of legal action arising from this solicitation or any contract entered into pursuant to this solicitation.
- 2.10 Jurisdiction for any legal proceedings arising from this contract will be Broward County.
- 2.11 This request for proposal and any subsequent contract supersedes any other agreement with contractor/vendor.
- 2.12 BCHA reserves the right to remove or add locations, as needed. Pricing of added locations shall be consistent with existing rates.

3.0 Scope of Work

Details of the services, information and items to be furnished by the Vendor are described in Specifications – Exhibit A, attached hereto and made a part hereof.

4.0 Response Submission - Proposal

BCHA will receive submittals of proposals electronically through DemandStar at www.demandstar.com.

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

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

Instruction on the “DemandStar ebid” is attached to this document.

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

- ✓ File 1 - Part 1 – Technical Proposal, Resumes and prior completed PNA Sample
 - ✓ File 2 - Part 2 – Fee Schedule – Exhibit B
 - ✓ Other Files - Part 3 – Forms, Licenses (if applicable) and Addendums (if any)
- Limit the size of the digital proposal to no larger than 100 MB for each submission;
 - Format and enable file submissions for printing in page letter size only;
 - Follow the attached instructions on “Responding to an Electronic Bid” on DemandStar.
 - Contact DemandStar support at support@demandstar.com or call technical assistance at (206) 940-0305 in the event of technical difficulties when submitting documents.

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

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

Vendors must include in the proposal all information requested herein.

File 1	Content
Part 1	Technical Proposal (5 pages maximum), Resumes (2 pages maximum each resume) and Sample copy of a PNA report.
File 2	Content
Part 2	Price Proposal – Exhibit B, Fee Schedule
Other Files	Content
Part 3	Forms, Licenses (if applicable) and Addendums (if any) Forms: Form A – Proposal Submission Checklist Form B – Profile of Firm Form C – Sworn Statement Under Section 287.133(3)(A) Form D – Certification Pursuant to Florida Statute 287.135 Form E – Client References

5.0 Evaluation Criteria – Technical Proposal and Price Proposal (100 points)

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

Vendors must provide all information outlined in the evaluation factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the vendor’s information to the evaluation factors which will demonstrate the vendor’s understanding of

the evaluation factors and capacity to perform the required services under this RFP. The maximum points that will be awarded for each of the evaluation factors are detailed and described below. An award of points will be based on the information contained within the vendor's submission.

A committee will evaluate the proposals received under this solicitation in accordance with the service requirements under this RFP 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 or sub-factor. BCHA urges all interested respondents to carefully review the requirements of this RFP.

The evaluation committee will be comprised of BCHA staff and/or BCHA consultants. Proposals containing the requested information will serve as the initial basis for selection of short-listed finalists, if necessary. Each proposal will be evaluated based on a possible score of one-hundred points as set forth below.

Interviews may be conducted with the short-listed finalists at the discretion of BCHA. The evaluation committee may use the same point system as described below to identify the top-rated respondent.

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

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

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

Factor	Points	Description
1	30	Factor 1 – Proposed staffing methods and qualifications
2	35	Factor 2 - Experience
3	10	Factor 3 – Project Approach
4	5	Factor 4 – Minority Participation
5	20	Factor 5 - Fee Proposal, Exhibit B – Fee Schedule (Part II)
Total	100	

5.4 Evaluation Factor 1 – Proposed staffing methods and qualifications

- a. Please provide a statement regarding the firm's ability to perform the work and complete in a timely manner.

- b. Provide profiles of the principles, projected time availability for this assignment, staff to be assigned and other team support members with explanation of their professional, technical competence and with percentage of time availability for this assignment.
- c. State team members experience and knowledge of applicable local and state building codes and ordinances, familiarity with tropical climate impact on MEP systems and conditions.
- d. Knowledge of Section 504 and American with Disabilities Act.
- e. Answer to this question: Is the proposer a defendant in any legal proceeding, have knowledge of impending legal action, found liable or settled performance-based claims in the past five years?
- f. Include as a separate item of this section, resumes of each team member indicating the team members' years of experience, and relevant education or certifications. Maximum of 2 pages for each resume.

(30 points)

5.5 Evaluation Factor 2 – Experience

- a. Please provide a statement regarding the firm's experience with projects similar to this solicitation's scope of work, any impediments to timely completion, any significant but unforeseen findings.
- b. Provide evidence of experience by providing references, as a separate item from this section. A minimum of three (3) references from your client list within the past 3 years for which similar services were performed is required. Please, use Form E – Client References. Include company name, address, phone number, e-mail addresses, contact person and services being performed. It should be noted that these clients will be contacted for verification of satisfactory work completion and obtain an appraisal of project performance.
- c. Include, as a separate item from this section, a sample copy of a PNA report produced within the last 2 years similar to the report requested in the Specifications of this RFP solicitation. The report must include date of issuance.

(35 points)

5.6 Evaluation Factor 3 – Project Approach

- a. Please, provide a statement with the firm's proposed project approach and critical path to meet established deadlines.
- b. Proposed plan to conduct field assessments and meet completion timeframe.

(10 points)

5.7 Evaluation Factor 4 - Minority Participation

Please, provide a statement of applicable certifications for Minority Enterprise Registration, with most recent date and verification source if not obvious on the document. For example; DBE, WME, MBE, Section 3, or plan to reach 15% minority participation beyond mere advertising or job posting.

(5 points)

5.8 Evaluation Factor 5 – Proposed Cost/Fee Schedule (Exhibit B)

- a. Provide in the attached Exhibit B – Fee Schedule, the cost the vendor would be compensated for the requested services under this solicitation. Use Form Exhibit B – Fee Schedule, to state the fees.

5.8.1 Proposed Cost Evaluation – Conversion of price to points.

The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. Divide the lowest cost proposal received by the cost of the proposal being rated, and multiply the results by the maximum points. The result is the awarded points.

This is determined by applying the following formula:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Maximum points available} = \text{Awarded Price Points}$$

Example: If the total points available for cost in the RFP was forty (40) points and the cost of the lowest acceptable proposal is \$100,000. Then the lowest proposal cost of \$100,000 would be awarded forty (40) points. The second lowest acceptable proposal submitted a cost of \$125,000. The second lowest proposal cost of \$125,000 would be awarded thirty-two (32) points.

$$\frac{\$100,000}{\$125,000} = .80 \times 40 = 32 \text{ points}$$

The points awarded for cost are added with the total points awarded for the technical proposal to determine the successful proposal.

(20 points)

- 5.9 A vendor shall not contact any evaluation committee member should the individual members of the evaluation committee be made known to the vendor in any manner until 72 hours after the final award. At the sole discretion of BCHA, a vendor who contacts a member of the evaluation committee may result in BCHA's rejection of that vendor's proposal.
- 5.10 All persons having familial (including in-law) relationships with principals or employees of a vendor will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in or contract with a proposer will be excluded from participation in the evaluation committee.
- 5.11 In the event of scoring ties, determination of the top-ranked vendor will be made in accordance with BCHA procurement policies and may include a random but objective methodology, such as a computer-generated virtual selection of numbers, one through ten, with the lowest number indicating the successful finalist.
- 5.12 Notification of the results of the evaluation including the name of the successful vendor will be posted on BCHA's website and on the DemandStar website.

6.0 Proposal Preparation and Submission Outline:

- 6.1 Firms shall submit proposals that respond to the factors listed in Section 5 for a maximum score of 100 points. Responses which fail to address an evaluation factor below will be awarded zero points on such factor.

6.2 Responses to each evaluation factor should be submitted as Part 1 - Technical Proposal (File 1), Part 2 – Fee Schedule (File 2) and Form E – Client References (File 3).

6.3 Presenting the Proposal:

- The Technical Proposal (Evaluation Factors 1 thru 4) must not exceed five (5) pages in length, excluding resumes, PNA sample and/or references when printed. If a Technical Proposal exceeds 5 pages, excluding resumes, PNA sample and/or references, the pages over 5 will not be provided to the Evaluation Committee for evaluation. The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Double-sided pages shall be counted as two pages. Type size shall not be less than 11-point font.
- The Proposer shall limit the resumes to no more than two (2) pages per person. Pages of individual resumes in excess of two (2) pages will not be supplied to the Evaluation Committee. The proposals should be indexed and all pages sequentially numbered.
- Unnecessarily elaborate special brochures, art work, and expensive visual and other presentation aids are neither necessary nor desired.
- It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

6.4 All information must be incorporated into a response to a specific requirement and **clearly referenced**. Any information the vendor provides which does not meet these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

6.5 All information presented in response to this RFP must be included in the submitted response. No information may be linked to a website that requires reviewers to access such website for consideration of the information. Any information which requires a reviewer to access such links will not be considered as part of the vendor's proposal. BCHA may award a contract without discussions on the basis of the initial offers received; therefore, each initial offer should contain the vendor's best terms from a price and technical standpoint.

6.6 The vendor shall ensure that the response is received by the time and date indicated on the first page of this solicitation. The submittal shall clearly indicate the solicitation number and title. Submissions received after the submission deadline will not be accepted.

6.7 Vendors shall not change any requirements or forms contained herein, either by marking or entering onto these documents or the documents submitted any revisions or additions; if such additional marks, notations, or requirements are entered on any of the documents submitted, such changes may invalidate that response.

6.8 By virtue of completing, signing, and submitting documents in response to this solicitation, the vendor hereby agrees to comply with all of the conditions and requirements set forth within those documents.

7.0 Proposed Cost/Fee Schedule (Exhibit B)

Provide in the attached Exhibit B – Fee Schedule, the cost the vendor would be compensated for the requested services under this solicitation. Use Form Exhibit B – Fee Schedule, to state the fees.

Prices proposed shall include all labor, materials, and any other costs associated with the project.

8.0 Licensing and Insurance Information

- 8.1 Proposers must hold all necessary and applicable professional licenses required by the State of Florida and all other regulatory agencies necessary to complete any service required under this solicitation.
- 8.2 The vendor shall obtain, at the vendor's own expense, any permits, certificates and licenses as may be required in the performance of the specified work. All required licenses shall remain active and valid during the entire contract period.
- 8.3 Unless otherwise stated in writing by BCHA, the successful proposer(s) will be required to obtain and maintain the insurance coverage identified below during the entire contract period.
- 8.4 The vendor will be required to obtain and maintain the insurance coverage identified below during the entire contract period:
 - General Liability coverage for 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.
 - 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.
 - Comprehensive Automobile Liability coverage, including – as applicable - owned, non-owned and hired autos, in an amount of not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence basis. If vendor owns no vehicle, this requirement may be satisfied by non-owned auto endorsement to the general liability policy described above. If the vendor or vendor's employee will use their personal automobiles in any way in performing services, vendor shall provide evidence of personal automobile liability coverage for each person upon request.
- 8.5 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 of available coverage. BCHA shall be notified at least 30 days in advance of such cancellation, non-renewal or adverse change.

- 8.6 The premium cost of all insurance purchased by the vendor for protection against risks assumed by virtue of a contract between the vendor and BCHA shall be borne by the vendor and such cost is not reimbursable by BCHA.
- 8.7 BCHA reserves the right, but not the obligation, to review and revise any insurance requirements, including limits, coverages and endorsements, based upon insurance market conditions affecting the availability and affordability of coverage. Additionally, BCHA reserves the right, but not the obligation, to review and reject any insurance policies, certificates of insurance, or insurer failing to meet the criteria stated herein.
- 8.8 Insurance Requirements:
Prior to the execution of the contract and within 10 business days of notification of award, the successful vendor will be required to provide an original certificate evidencing insurance coverage. Such certificate shall name BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA. 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**

Licensing and insurance requirements will be examined and approved by BCHA prior to a contract execution.

9.0 Site Visits

Proposers interested in a Site Visit must confirm with site personnel no later than January 04, 2021 and complete prior to January 06, 2021. Contact the Purchasing Office by email at purchasing@bchafl.org

10.0 Administrative Terms and Conditions

Per 287.057(23) F.S., "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

BCHA reserves the right to reject any vendor's proposal for a violation of this provision.

- 10.1 Proposers will address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet. Vendors shall not direct an inquiry to or communicate with any other BCHA staff member or official, including the Audit Committee, the Board of Commissioners and the Affiliate Board of Directors, pertaining to this solicitation. Failure to comply with this requirement may result in the disqualification of the vendor's submittal to this solicitation.

- 10.2 All questions, notices, demands, claims, requests for information or clarifications pertaining to this solicitation must be submitted through the e-mail mentioned on the cover sheet of this solicitation. No questions will be accepted by telephone. Responses to such e-mailed questions shall be issued through addenda which will be posted on the BCHA website and/or on Demandstar.
- 10.3 Unless BCHA provides an answer or information in writing as part of an addendum, such information, however obtained, shall have no effect and may not be relied upon.

11.0 Miscellaneous Provisions and Requirements

- 11.1 Any actual or prospective vendor 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 ten calendar days after the contract award is posted on BCHA's website. Failure to meet the time limitations above will result in the protest not being considered. All bid protests shall be in writing, submitted to the contracting officer (CO) or the CO's designee, who shall issue a written decision on the matter no later than ten working days following the receipt of the bid protest or award protest. The CO 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 actual or prospective vendor may appeal the initial decision to BCHA's Chief Executive Officer (CEO). BCHA's CEO shall then issue a decision on the appeal no later than ten 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.
- 11.2 All costs incurred, directly or indirectly, in response to this solicitation, which costs to include the preparation, submittal, or presentation of the proposal, shall be the sole responsibility of, and borne by, the vendor. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the vendor. BCHA will provide no reimbursement for such costs.
- 11.3 If BCHA amends this solicitation, all terms and conditions which are not amended remain unchanged. The vendor is solely responsible for monitoring BCHA's website for any addenda issued. Vendors must acknowledge at the proposal submittal all addenda issued on BCHA's website to ensure that such addenda are considered in their submitted proposals. **All Vendors are encouraged to frequently check BCHA's website for additional information.**
- 11.4 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 year thereafter
- a) Is a present or former member of BCHA's Board of Commissioners or Affiliate Board of Directors or is immediate family of a present or former member of the Board of Commissioners, Affiliate Board of Directors;

- b) Is a BCHA employee who formulates policy or who influences decisions with respect to any BCHA project connected to this proposed contract, or is immediate family of a BCHA employee, or is a partner with a BCHA employee;
- c) Is a public official, member of the local governing body, or a state or local legislator (including members of the Broward County Board of Commissioners or the Florida legislature), or is immediate family of said public official, member of the local governing body, or a state or local legislator; and
- d) Is 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 is a resident commissioner.

NOTE: Immediate family means the spouse, mother, father, brother, sister, or child of the above list of members, employees, officials, legislators, or delegates whether related as a full blood relative or as a "half" or "step" relative (for example, a half-brother or a stepchild).

- 11.5 No BCHA employee may accept or solicit for themselves or for others anything of value from a vendor or any person, corporation, or other entity doing business with or attempting to do business with BCHA.
- 11.6 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 the responsibility of Vendor.
- 11.7 Per Florida Statute 448.095(2)(a) - Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- 11.8 Florida statutes and applicable administrative codes, including the Florida Open Records Act, require procurement records and other records to be made public unless otherwise provided by law. The awarded vendor shall comply in all respects with Florida's Public Records Law. Specifically, the awarded vendor shall:
 - Keep and maintain public records that ordinarily and necessarily would be required by BCHA in order to perform the service;
 - 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 complies with Chapter 119, Florida Statutes, or as otherwise provided by law or administrative code;

- Ensure that lawfully exempt information, records and documents and confidential information, records and documents exempt from public record requirements are not disclosed except as authorized by law;
- Meet all requirements for retaining public records; transfer to BCHA, at no cost, all such public records in the vendor's possession upon termination of the contract; and destroy any duplicate public records that are exempt or confidential and exempt; and
- Provide all records stored electronically to BCHA in a format that is compatible with the information technology systems of BCHA.
- **PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

PUBLIC RECORDS

Attn: Noah Szugajew

4780 North State Road 7

Lauderdale Lakes, FL 33319

(954) 739-1114 ext. 2350

PUBLICRECORDS@BCHAFL.ORG

- 11.9 All documents and information generated, prepared, assembled or encountered by or provided to BCHA pursuant to this RFP are the property of BCHA. Vendors shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BCHA as a result of this RFP.
- 11.10 In submitting a proposal, each vendor agrees not to use the results from this solicitation or any information contained in any proposal submitted in response to this solicitation as a part of any commercial advertising. BCHA specifically prohibits a vendor from advertising or promoting the fact of a vendor relationship with BCHA in the course of a vendor's marketing efforts unless BCHA specifically agrees otherwise in writing.
- 11.11 In the event of an imposed governmental regulation, rule, requirement or restriction which would necessitate alteration of the material, quality, workmanship or performance of the goods or services the vendor is offering BCHA, the contracted vendor shall immediately notify BCHA in writing specifying such regulation, rule, requirement or restriction which would necessitate an alteration to the contract. BCHA reserves the right to accept any such alteration to the contract, including any reasonable price adjustments occasioned thereby, or to terminate the contract at no expense to BCHA.

12.0 Contract Award

Contract award of this RFP will be based on the responsiveness of the vendor's information to the evaluation factors, which responses will demonstrate the vendor's understanding of said factors and the vendor's capacity to perform the required services under this RFP.

By completing, executing and submitting all required document through Demandstar the proposer agrees to abide by all the terms and conditions pertaining to this RFP as issued by BCHA. Accordingly, BCHA has no responsibility after the submittal deadline to conduct any negotiations pertaining to the contract clauses already published.

12.1 BCHA Authorized Procurement Authority

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

12.2 Contracting Officer and Contracting Officer's Designee

Acceptance of services will be the responsibility of the CO, who also serves as BCHA's CEO, or the CO's designee. The CO is responsible for final approval and acceptance of all services rendered.

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

12.3 Contract Document

The successful vendor will execute a contract with the BCHA or multiple contracts to cover the distinct sites contemplated by this solicitation.

12.4 Contract Clauses

Each prospective proposer must notify BCHA in writing and prior to submitting a proposal of any contract clause that the proposer is not willing to include or abide by in the final and executed contract. BCHA will consider and respond to any such written notification via issuance of an addendum. BCHA reserves the right to accept or reject the exclusion of any contract clause identified in said written notification. If the prospective proposer is unwilling to accept BCHA's decision to retain any such contract clause identified in the written notification, however, then that prospective proposer shall be deemed ineligible to submit a proposal.

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

12.5 Unauthorized Sub-Contracting

The successful vendor shall not assign any right nor delegate any duty for the work required pursuant to this solicitation document (including, but not limited to, selling

or transferring the contract or any right or duty under the terms of the contract) without the prior written consent of BCHA. Any purported assignment of any right or interest or any delegation of duty without the prior written consent of BCHA shall be void and, at the discretion of BCHA, may result in the cancellation of the contract between the successful proposer and BCHA and may

result in the full or partial forfeiture of funds paid to the successful proposer arising from the contract.

LAST PAGE OF DOCUMENT



Responding to an Electronic Bid

5 Step Instructions

Step 1

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

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

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

Step 2

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

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

Bid Details

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

Scope of Work

The Development Districts is requesting bids for:

Documents

[Download all documents](#)

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

Distribution Info

Bid Bond NO
Plan (blueprint) None

Step 3

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

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

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

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

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

Bid Details

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

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

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

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension Extension (optional)

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

Notes
For the full 6 month contract (optional)

Next

Step 4

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

TIP:

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

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

Step 4 continued

TIP:


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

Bid Details

Agency Name z z agencydtest2.0 TEST
Bid Number Ebid-DSTESTB04 29-06-2020-0-2020/sdS
Bid Due Date 07/21/2020 11:00 AM (Pacific)
Bid Opening 13 days 00 hour, 19 minutes, 55 seconds Remaining
Bid Name DSTESTB04 29-06-2020

E-Bid Progress

Contact Information
Documents Upload
Review Bid



E-Bid Response

Required Documents

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

Agency Accepted File Formats

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

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

Supplemental Documents

You can upload additional documents here.

Document Title

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

Step 5

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

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

The screenshot shows the DEMANDSTAR web interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The main content area is titled 'Review Your E-Bid Response' and contains the following sections:

- Bid Details:**
 - Agency Name: agency2.0
 - Bid Number: ESD-123456-0-2020/AD
 - Bid Due Date: 02/28/2020 (PST)
 - Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining
 - Bid Name: TEST80
- E-Bid Progress:**
 - Contact Information
 - Documents Upload
 - Review Bid
- Contact Info:**
 - Company Name: Calgon Carbon Corporation
 - Address 1: P.O. Box 717
 - Address 2:
 - City: Pittsburgh
 - State: Pennsylvania
 - Country: United States of America
 - Postal Code: 15220-0717
 - Phone Number: 4127876810
 - Fax:
 - Bid Amount: \$127,000.00
 - Alternate Bid Amount:
 - Notes: For the full 6 month contract
- Agency Required Documents:**
 - Service Doc agency2.0(Electronic/Online)
- Supplemental Documents:**
 - References(Electronic/Online)

At the bottom of the page, there are two buttons: 'Previous' and 'Submit Response'. A red arrow points to the 'Submit Response' button.

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

CONFIRMATION

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

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

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

supplierservices@demandstar.com
to me ▾

9:59 AM (1 minute ago)

RESPONSE CONFIRMATION

Dear

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

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

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

Required documents submitted:

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

Supplemental documents submitted:

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

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

You may also update your responses by logging into www.demandstar.com and clicking on the "Responses" tab.

Sincerely,
The DemandStar Team

CONFIRMATION

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

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

There are two ways of confirming your activity and responses:

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

The screenshot displays the DEMANDSTAR web interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The 'Activities' tab is selected, showing a list of 'eBid Responses (8)'. The table below lists various bids with columns for Bid Name, Agency, ID, Activity, and Date / Time. A red arrow points to the 'WATER MAIN & FORCE MAIN REPLA...' bid in the table. To the right, a detailed view of this bid is shown, including 'Response Details' and 'Contact Information'. The 'Response Details' section shows the bid name, response date, status (Incomplete), and a countdown to the bid due date. The 'Contact Information' section lists the company name, address, city, state, postal code, response number, and phone number.

Bid Name	Agency	ID	Activity	Date / Time
TEST FOR NOTIFICATIONS - ONLY - no...	Z Demandstar Agency	RFP-TEST-ONLY-0-2020/LW	Bid response submitted by Steve Tran.	09/18/2020 7:30 PM Eastern
DSTEST01 01042020	Z Demandstar Agency	EBID-DSTE		
DSTESTB02 01-07-2020 TEST BID PLE...	Z Z agencydstest2.0	Ebid-DSTE		
DSTESTB01 01-07-2020 TEST BID PLE...	Z Z agencydstest2.0	Ebid-DSTE		
The Duluth Playhouse Reroof & Tuck...	St. Louis County, MN - Purchasing Division	RFB-546BA		
IFB 090-2020 INDUSTRIAL STATIONAR...	City of Springfield, MO - Division of Purchases	IFB-IFB 090		
Re-Bid SLC Courthouse - Duluth Rest...	St. Louis County, MN - Purchasing Division	RFB-090		
123 Testing Sample Bid	Clark County Regional Flood Control District	RFP-123te		

Response Details	
Agency Name	Town of Callahan
Bid Number	ITB-DW450201-0-2020/MW
Bid Name	WATER MAIN & FORCE MAIN REPLACEMENTS/ EXTENSIONS
Bid Due Date	10/22/2020 2:30 PM Eastern
Response Submitted On	09/22/2020 12:35 PM Eastern
Countdown to Bid Due Date	30 days, 01 hour, 31 minutes, 07 seconds Remaining
State	Florida
Status	Incomplete

Contact Information	
Company Name	Best Painting Company (TEST ACCOUNT)
Address 1	1411 Fourth Ave
Address 2	
City	Seattle
State	Washington
Postal Code	98101
Response Number	21824
Phone Number	206-889-4485

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



4780 North State Road 7 • Lauderdale Lakes, Florida 33319 • 954-739-1114 • 954-535-0407 fax • 954-735-4371 TDD • www.bchaff.org

FORM OF CONTRACT

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

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

Article I - Statement of Work: The Contractor shall furnish all labor, material, permit, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for RFP 20-292: Physical Needs Assessment (PNA) Services.

This is in strict accordance with the specifications dated _____ as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof.

Article II - Contract Price: Each property 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 _____ Dollars (\$xx,xxx.xx).

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

- a) This instrument
- b) Specifications - Exhibit A
- c) Addendums (if applicable): _____
- d) Vendor's Fee Schedule – Exhibit B
- e) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- f) Licenses, if applicable
- g) Board Resolution Number _____, if applicable. (To be ratified at the Month XX, 2021 Board of Commissioners Meeting)

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

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

[REMAINDER OF PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]



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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.

CONTRACTOR:

By: _____

Name/Title: _____

FEIN: _____

Business Address:

ATTEST

BROWARD COUNTY HOUSING AUTHORITY

By: _____

Ann Deibert, Chief Executive Officer

Date:

**BROWARD COUNTY HOUSING AUTHORITY
RFP 20-292 Physical Needs Assessment Services
Specifications – Exhibit A**

1.0 Purpose

The Broward County Housing Authority (BCHA), on behalf of Building Better Communities (BBC), a 501 (c) (3), with its primary address at 4780 North State Road Seven, Lauderdale Lakes, FL 33319 is seeking the services of a vendor to develop an initial Physical Needs Assessment (PNA) for seven (7) Low Income Housing Tax Credit (LIHTC) properties:-

The vendor, a qualified independent third-party firm will perform a physical need assessment (PNA) of seven Low Income Housing Tax Credit Properties (LIHTC) managed by SPM, LLC. The PNA will consist of a physical inspection of all 7 identified properties as they are described on Attachment A - Description of Housing Stock. The vendor will provide a full range of services including evaluating the existing conditions of the housing stock and developing cost estimates of replacements, repairs, and sustainable upgrades. The PNA will include a random selection of units, common areas, offices, and program areas.

At a minimum, consideration should extend to future infrastructure issues such as site drainage and sea rise issues; drainage, water/sewer pipes, emergency generator, cameras and security options. The recommendations are expected to be the basis for long term capital planning and site-based projections for budgeting purposes.

2.0 Scope of Work

- Provide the following services:
 1. Conduct Physical Needs Assessments (PNA) of developments in accordance with Uniform Physical Condition Standards (UPCS) per the terms proposed on a timely basis.
 2. Provide cost estimates based on national commercial indices, calibrated to local market conditions, for replacement and repairs over a 15-year period.
 3. Conduct assessments on a representative sampling of each unit type in each development insuring that the sampling will be no less than 25% of units in the development and all units identified as ADA units.
 4. Prepare and deliver a Physical Needs Assessment report on each development including recommended capital improvements projected to be required over the next 15 years and in time sequence.

5. Coordinate with the site staff regarding status of needed repair to ensure all issues are addressed as identified in Attachment A - Description of Housing Stock.
- Include in each Physical Needs Assessment report the following:
 - A. A complete description of the current age, condition and remaining useful life of all building systems, structures and components, identifying any existing malfunctions or deficiencies, with specificity;
 - B. A complete description of the corrective work that must be completed to ameliorate any existing deficiencies or any deficiencies that are expected to occur over the next fifteen (15) years and the estimated cost;
 - C. A complete list of repairs and replacements that will be necessary or advisable in the next fifteen (15) years, *identified by the year* in which they should occur and their estimated cost taking inflation into consideration;
 - D. A prioritized list of repairs, replacements or improvements that require immediate completion based on health, safety or to make the property comparable to market rate properties in the community;
 - E. A list of improvements to each property that would enhance its appearance, marketability, competitiveness, curb appeal and value, including improvements to individual units, common areas, grounds, signage, lighting and security, with estimated costs; and
 - F. Representative digital color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components and mechanical systems.
 - G. The report shall provide a cost-benefit analysis of any individual repair or improvement costing more than \$10,000 per work item that represents an **upgrade** to current elements, is deemed an immediate need, or that should be considered to reduce the operating expenses. (For example, individual utility metering, extra insulation, thermos-pane windows, water savers on showers and toilets, automatic setback thermostats and native/water conserving landscaping, reflective exterior paint and colors to reduce A/C costs) Compare the cost of the item with the long-term impact on rent and expenses, considering the remaining useful life of building systems, as needed. (Note: This analysis does not apply to items proposed to address accessibility issues, discussed below.)
 - H. Assessment of each development's compliance with Section 504 of the Uniform Federal Accessibility Standard (UFAS) for handicapped persons and 24 CFR 968.315(e)(2).
 - I. The contractor shall provide BCHA with status reports (upon request) during the preparation phase to track and monitor the progress.

- J. The final report should indicate 1) the source for the cost estimates (Dodge, Means, or other) and 2) whether contractor overhead, profit and/or general conditions are included in the costs, and if they are at what percentages of hard costs.
- K. Provide BCHA and SPM with two (2) hard copies of the report in three-ring binders and electronically via email or USB.

3.0 Time Frame

The Vendor shall commence work within five (5) day following the agreement’s execution with an expected completion of 60 days.

4.0 Vendor’s Responsibility

The vendor shall be familiar with all laws and regulations that may in any way affect the work. Costs and fees related to perform the necessary work must be included in the contractor’s price and paid for by the contractor.

- 4.1 The Vendor shall have available and ready at the award of the contract, qualified and experienced staff able to perform the work required. Contractor or his employees shall perform all work in a skilled, professional and safe manner.
- 4.2 Any penalties or fines imposed on BCHA or contractor for failure to obtain required licenses or permits shall be the sole responsibility of the contractor.
- 4.3 The Vendor shall fully complete the work 60 days from the issue date of the agreement execution. No grace period shall be honored unless previously established and written authorization is granted by the purchasing director.
- 4.4 In the event that the vendor fails to complete the work within the timeframe set forth, and in compliance with the specifications and requirements contained within this solicitation, BCHA reserves the right to pursue alternate remedies which may include the termination of the contract for default.

5.0 BCHA’s Responsibilities

BCHA will provide documents needed for the vendor to complete its report, if required.

6.0 Locations

#	LOCATIONS
1	Crystal Lake Apartments 2900 N 24th Avenue Hollywood, FL 33020

2	Highland Gardens II Apartments 333 & 335 NE 48th ST Deerfield Beach, FL 33064
3	Tallman Pines I Apartments 700 NE 41st ST Deerfield Beach, FL 33064
4	Tallman Pines II Apartments 780 NE 41st ST Deerfield Beach, FL 33064
5	East Village Apartments 7447 NW 33rd ST Davie, FL 33024
6	Progresso Point Apartments 619 N Andrews Ave Fort Lauderdale, FL 33014
7	Oakland Preserve Apartments 3601 NE 3rd Avenue Oakland Park, FL 33334

7.0 Financial Consequences

Upon failure of the Vendor to complete a report pursuant to this contract within the specified period of time (plus approved extensions, if any) the Vendor shall pay to the Affiliated Property Owner the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified for completion and readiness for final payment.

Property Owners are authorized to deduct the financial consequences amount from the monies due to Vendor for the work under this contract.

8.0 Payment

Following the performance of work, the contractor will submit an invoice to each property.

8.1 A Written Agreement will be issued to the successful proposer after award and after receipt of the documents specified herein.

8.2 No advance payments for the goods and/or services, unless otherwise approved by BCHA and/or each property.

8.3 Invoices will be submitted upon issuance of the reports.

8.4 Vendor invoices shall reflect the prices established for the items on the contract.

8.5 Only properly submitted invoices will be officially processed for payment.

8.6 Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

8.7 Each invoice must detail the service and location at which performed.

8.8 Each property will pay the properly completed and authorized invoice within thirty days.

8.9 Each property will pay invoices by check or ACH.

RFP 20-292 Physical Needs Assessment Services

Attachment A – Description of Housing Stock

The housing stock to be assessed consists of:

Development 1

Property Name: Crystal Lake Apartments

Address: 2900 N 24th Avenue, Hollywood, FL 33020

Building type(s): 2 story multifamily + 1 story clubhouse

Total Units: 190

Unit mix: 0-bedroom N/A, 1 bedroom 18, 2 bedroom 96, 3 bedroom 60, 4 bedroom 16

Property Area: 11.85 acres

Parking spaces/parking garage: yes, parking spaces

Play areas: yes

Pool: yes

Green space: yes

Description: Offices, community buildings, storage buildings, 9 buildings including clubhouse

Parcel Number: 514204-19-0010

Construction Date: 2007

Current Owner: Crystal Lakes Redevelopment Ltd

Development 2

Property Name: Highland Gardens II Apartments

Address: 333 & 335 NE 48th ST, Deerfield Beach, FL 33064

Building type(s): 2 story multifamily

Total Units: 100

Unit mix: 0-bedroom N/A, 1 bedroom 63, 2 bedroom 37

Property Area: 1.58 acres

Parking spaces/parking garage: yes, spaces

Play areas: No

Pool: No

Green space Yes

Description: Offices, community buildings, storage buildings- 2 buildings w/community, maintenance and office space, and elevators

Parcel Number: 4842 12 30 0010

Construction Date: 2008

Current Owner: Highland Gardens Development, Ltd.

Development 3 & 4

Property Name: Tallman Pines I & II Apartments

Address 700 - 780 NE 41st ST, Deerfield Beach, FL 33064

Building type(s): 2 story multifamily

Total Units: 200

Unit mix: 0-bedroom N/A, 1 bedroom N/A, 2 bedroom 116, 3 bedroom 84

Property Area: 11.32 acres

Parking spaces/parking garage: Yes, covered & uncovered spaces

Play areas: Yes

Pool: No

Green space: Yes

Description: Offices, community buildings, storage buildings - 9 two-story buildings & 1 one-story office/clubhouse

Parcel Number: 4842 13 19 0010

Construction Date: 2008

Current Owner: Tallman Pines Associates I & II Ltd.

Development 5

Property Name: East Village Apartments

Address: 7447 NW 33rd ST, Davie, FL 33024

Building type(s): 2 story multifamily

Total Units: 155

Unit mix: 0-bedroom N/A, 1 bedroom 6, 2 bedroom 95, 3 bedroom 54

Property Area: 9.2 acres

Parking spaces/parking garage: yes, spaces

Play areas: Yes

Pool: Yes, and splash pad

Green space: Yes

Description: Offices, community buildings, storage buildings - 8 two-story buildings & 1 one-story community/office building

Parcel Number: 5141 03 79 0010

Construction Date: 2011

Current Owner: Ehlinger Apartments Ltd.

Development 6

Property Name: Progresso Point Apartments

Address: 619 N Andrews Ave., Fort Lauderdale, FL 33011

Building type(s): 8 story multifamily

Total Units: 76

Unit mix: 0-bedroom 12, 1 bedroom 64.

Property Area: 0.51 acres

Parking spaces/parking garage: yes, parking garage

Play areas: No

Pool: Yes

Green space: Yes

Description: Offices, community buildings, storage buildings - 1 eight- story building w/community, maintenance and office space, and elevators

Tax Map Parcel: 5042 03 09 0050

Construction Date: 2011

Current Owner: Reliance Progresso Ltd.

Development 7

Property Name: Oakland Preserve Apartments

Address: 3601 NE 3rd Avenue, Oakland Park, FL 33334

Building type(s): 2 story multifamily

Total Units: 80

Unit mix: 0-bedroom N/A, 1 bedroom 12, 2 bedroom 48, 3 bedroom 20

Property Area: 4.59 acres

Parking spaces/parking garage: Yes, spaces

Play areas: Yes

Pool: No

Green space: Yes

Description: Offices, community buildings, storage buildings - 5 buildings w/community, maintenance and office space

Parcel Number: 4942 22 54 0010

Construction Date: 2017

Current Owner: Oakland Preserve LLC

BROWARD COUNTY HOUSING AUTHORITY
Solicitation Number RFP 20-292
Request for Proposal
Physical Needs Assessment Services

FEE SCHEDULE – EXHIBIT B

Price for each Physical Needs Assessment Report

Item No.	Location	Total Number of Units	Building Description	Number of Buildings	* Acreage Area	Price
1	Crystal Lake Apartments 2900 N 24th Avenue Hollywood, FL 33020	190	2 Story Multi-family + 1 Story Clubhouse	9	11.85	
2	Highland Gardens II Apartments 333 & 335 NE 48th Street Deerfield Beach, FL 33064	100	2 Story Multi- Family	2	1.58	
3	Tallman Pines I 700 NE 41st Street Deerfield Beach, FL 33064	176	2 Story Multi-family + 1 Story Clubhouse	9	11.32	
4	Tallman Pines II 780 NE 41st Street Deerfield Beach, FL 33064	24	2 Story Multi- Family	1		
5	East Village Apartments 7447 NW 33rd Street Davie, FL 33024	155	2 Story Multi-family + 1 Story Clubhouse	9	9.20	
6	Progresso Point Apartments 619 N Andrews Avenue Fort Lauderdale, FL 333014	76	8 Story Multi-Family	1	0.51	
7	Oakland Preserve Apartments 3601 NE 3rd Avenue Oakland Park, FL 33334	80	2 Story Multi-Family	5	4.59	

Total Price \$0.00

Terms and instructions:

- a) Prices shall contain all costs to include labor, materials, equipment, supplies, tools, travel, transportation, overhead, general and administrative expenses, incidental expenses, operating margin, inspections, subcontractors' costs (if any) and any other costs associated with the delivery of the required services.
- b) These items cover the specifications detailed within Specifications - Exhibit A. In submitting a response, proposers acknowledge they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.
- c) Do not re-create, modify or replace this form with your own version. Alterations to this Fee Schedule - Exhibit B will cause your bid to become a "Conditional Bid". Consequently, the bid will be non-responsive and shall not be considered.
- d) The vendor is advised to provide a price for all items listed in the Fee Schedule. If a "0" is entered, then zero is the fee the vendor will receive to do the work. If a space is left blank, a space is marked N/A , or an un-official form is utilized, the bid will be deemed non-responsive.

*e) The total acreage is estimated for bidding purposes only and is not necessarily a property's actual acreage. Vendors are responsible for verifying each property acreage.

f) Services are defined in the Specifications - Exhibit A.

g) Proposers must fill this form electronically, except for the "Signature and Date" field. Proposers shall print the filled form, sign and date, scan the signed form and submit it as a PDF form with your proposal. (See Section 6.0 of the RFP 20-292).

The undersigned certifies that he/she has the authority to sign and bind the firm or company to the services to be performed within the prices submitted.	
Signature	
Printed Name	
Title	
Firm or Company	
Date	
FEID #	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 20-292
REQUEST FOR PROPOSAL
PHYSICAL NEEDS ASSESSMENT SERVICES**

PROPOSAL SUBMISSION CHECKLIST - FORM 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	Part	Contents
	1	Technical Proposal (5 pages maximum), Resumes (2 pages maximum each resume) and Sample copy of a PNA report.
	2	Price Proposal – Exhibit B, Fee Schedule
	3	Proposal’s Forms Package of this solicitation:
		Vendor’s Licenses, if applicable
		Proposal Submission Checklist – Form A
		Profile of Firm - Form B (Include IRS Form W-9 and Licenses)
		Sworn Statement Under Section 287.133(3)(A) – Form C
		Certification Pursuant to Florida Statute 287.135 - Form D
		Client References – Form E

<p>CHECK (X) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:</p> <p>_____ File 1, _____ File 2 and _____ Other Files</p>
--

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.

BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 20-292
REQUEST FOR PROPOSAL
PHYSICAL NEEDS ASSESSMENT SERVICES

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 20-292
REQUEST FOR PROPOSAL
PHYSICAL NEEDS ASSESSMENT (PNA) SERVICES**

PROFILE OF FIRM - FORM 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 or Officer of BCHA?

Yes No

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

5. 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.

Continue on next page.

**BROWARD COUNTY HOUSING AUTHORITY
 SOLICITATION NUMBER RFP 20-292
 REQUEST FOR PROPOSAL
 PHYSICAL NEEDS ASSESSMENT (PNA) SERVICES**

PROFILE OF FIRM - FORM B

6. Licensing and Insurance Information

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

7. Copies of licenses must be submitted with the proposal, and insurance certificates must be submitted within ten (10) business days of the BCHA's request.

8. 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	
FEIN	



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.

Form C

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)



**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

Form D

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.

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 20-292
Physical Needs Assessment Services**

Form E - CLIENT REFERENCES

Instructions: Complete this form.

List at least three (3) clients for whom similar services are being performed currently or within the past three (3) years.

Attach additional sheets if necessary. Failure to list previous experience and/or poor references may result in a non-responsive proposal.

Company Name and Address	Services Performed	Contact Person	Contact Phone & Email