



**BUILDING BETTER COMMUNITIES, INC.
SOLICITATION NUMBER RFP 18-272
REQUEST FOR PROPOSAL**

PROPERTY MANAGEMENT SERVICES

DATE OF ISSUE: DECEMBER 05, 2018

QUESTIONS DUE: JANUARY 02, 2018 4:00 PM (EST)

PROPOSALS DUE: FEBRUARY 05, 2019 2:00 PM (EST)

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

**CONTACT: STACIE-ANN RICHARDS
PROCUREMENT SPECIALIST
BROWARD COUNTY HOUSING AUTHORITY
4780 NORTH STATE ROAD 7
LAUDERDALE LAKES, FL 33319
TELEPHONE: 954-739-1114, EXTENSION 1513
E-MAIL: srichards@bchaf1.org**

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1. Introduction

This Request for Proposals (RFP) is being issued by the Building Better Communities, Inc. (hereinafter referred to as the “BBC”) to obtain competitive proposals from bona fide, qualified Proposers interested in providing comprehensive property management services for a portfolio of 8 rental housing communities comprised of 811 units located throughout Broward County, Florida.

Building Better Communities, Inc. (BBC) is a non-profit affiliate of the Broward County Housing Authority, an independent special district of the State of Florida. Building Better Communities, Inc. (BBC) was incorporated March 1, 2001 and is governed by a 5-member Board of Directors.

The mission of BBC is to create, provide and increase high quality affordable housing opportunities for the residents of Broward County residents.

This RFP is available in electronic form at <http://www.bchafll.org> and www.demandstar.com.

2. Solicitation Background and Anticipated Schedule

BBC is seeking to obtain proposals from experienced Property Management Companies (PMCO) to provide Third Party Property Management Services as described within the Scope of Work listed below.

The portfolio is comprised of Low Income Housing Tax Credit properties, and a small conventional non-subsidized community described below:

- a. Seven (7) Low Income Housing Tax Credit (LIHTC) communities comprised of 801 units. Income limit for these properties is set at 60% of AMI, with a number of units set aside at 30% of AMI, and 28% of AMI.
- b. LIHTC Program is the Federal Low Income Housing Tax Credit Program described in Section 42 of the Internal Revenue Code as administered by the Florida Housing Finance Corporation and the Housing Finance Authority of Broward County, Florida. See Exhibit (A) for a list of properties.
- c. One (1) small community comprised of ten (10) townhouses. This property is subject to income limits to a maximum of 120% of AMI, and tenants’ rents are restricted not to exceed 30% of their household income.
- d. The combined average annual gross revenue and net cash flow before management fees and partner distributions is approximately \$8.7 million and \$2.0 million, respectively.

It is the intention of BBC to award a contract for a term of two (2) years with three (3), one-year renewal option periods.

This solicitation is subject to the Broward County Housing Authority (BCHA) Procurement Policy, as revised September, 26, 2017, a copy of which is available at 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 BBC.

Anticipated Solicitation Schedule Event	Date (and Time)
RFP Published	December 05, 2018
Site Visit	N/A
Pre-Bid Meeting	N/A
Deadline for Receipt of Questions and/or Comments via E-Mail	January 02, 2018 4:00 PM EST
Date of Addendum for Response to Questions	January 04, 2018
Deadline for Proposal Submissions	February 05, 2019 2:00 PM EST
Evaluation Committee Review of Proposals	February 11 – February 15, 2019
Interviews	February 18- 28, 2019
Approval by Board of Commissioners – Anticipated Date	March 19 , 2019
Effective Date of New Contract – Anticipated Date	April 01, 2019

3. Reservation of Rights

- 3.1 BBC 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 BBC to be in its best interest.
- 3.2 BBC reserves the right not to award a contract pursuant to this solicitation.
- 3.3 BBC reserves the right to award separate agreements based on criteria that BBC determines to be appropriate.
- 3.4 BBC reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon thirty (30) days written notice to the successful proposer(s).
- 3.5 BBC reserves the right to increase or delete any scheduled items, and/or increases or reduce the quantity of any scheduled item as deemed necessary and to make other changes and modifications consistent with BBC's policies.
- 3.6 BBC reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.
- 3.7 BBC reserves the right to retain all responses submitted and not permit withdrawal for a period of **sixty (60) days** subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 3.8 BBC reserves the right to negotiate the fees submitted.
- 3.9 BBC 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 BBC provided forms, or
- failure of the proposer to check for addenda or corrections and adhere to any revised requirements.

3.10 BBC shall have no obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.

3.11 In the event of legal action BBC will not waive trial by jury.

3.12 The venue for any legal proceedings arising from this contract shall be in Broward County, Florida.

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

3.14 The award on the contract is subject to approval by both FHFC and the investors.

4. Scope of Services

4.1 Under the general direction of BBC, the Respondent will perform a wide range of activities relative to the full management, leasing, and maintenance operations of each property.

The services of the Respondent are to be of a scope and quality generally performed by professional property managers, and performed in a reasonable, diligent and careful manner so as to manage the operation, maintenance and servicing of the Property in a manner that is comparable to, or higher quality than that generally found in other apartment complexes.

Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices, and shall conform to all applicable codes and regulations.

The Respondent will maintain continuous-open communication with the designated BBC representative on all property-related matters. The Respondent will conduct meetings and provide written reports on a monthly basis. There shall be monthly meetings between BBC and the Respondent for the duration of the contract, unless otherwise determined. The Respondent shall also make itself available to attend scheduled BBC Board of Directors' Meetings at the request of BBC representatives.

The Respondent will develop and fully implement standard operating procedures, suitable to BBC, for the management, leasing, maintenance and preservation of each property.

Upon award of the contract and prior to the effective date, the Respondent shall be available for an initial meeting and service contract review with BBC and appropriate staff members.

4.2 The Respondent shall provide all resources required for the general management operation of each property in accordance with regulations applicable to the housing programs, including but not limited to, LIHTC, The Housing Choice Voucher program (Section 8), Florida Housing Finance Corporation (FHFC), and Federal HOME program, as applicable; in addition to all federal, local and state codes.

The following are the responsibilities that will be expected of the Respondent.

4.2.1 Management and Leasing Operations

The Respondent will be responsible for all activities and functions normally associated with the management and leasing of units included in this affordable rental housing portfolio. Leasing operations shall include, but is not limited to the following:

- a) Compliance Provisions. Establishing leasing and occupancy guidelines in compliance with current FHFC, LIHTC and IRS section 42 restrictions on the property, and in compliance with all Fair Housing and HOME requirements, where applicable. (Respondent shall notify BBC of compliance concerns).
- b) Tenant Selection and Leasing. Obtaining written rental applications from prospective tenants, appropriately screening them by conducting background, credit, and landlord investigations, and executing leases for all units in accordance with the housing program, lender requirements, and partnership agreements.
- c) Eligibility/Certification. Performing of all certifications, including initial and annual, according to program eligibility requirements.
- d) Security Deposits. Collecting, depositing, and disbursing resident security deposits and maintaining related records.
- e) Tenant Compliance and Terminations. Enforcing compliance with the terms of the lease, as well as termination of leases, and pursuance of eviction actions, including serving notices to vacate, filing judicial and related notices as Respondent deems reasonably advisable.
- f) Rent Collection. Collecting, demanding, requesting and receipting for rentals, deposits, vending machine income, and all other charges due from tenants, which payments shall be made by check, money order or electronically, and compromising accounts and disputes with tenants on such terms as Respondent deems reasonably advisable.
- g) Vacant Units. Promptly preparing vacant units for rental and making reasonable efforts to keep premises rented at full capacity.
- h) Maximum Rent. Providing BBC updated information regarding the maximum rent allowed by FHFC for each property on a yearly basis; Respondent will include rent increases on property budgets according to FHFC approved

maximum rents, and will insure rent schedules are in compliance with the Low Income Tax Credit Program requirements, as well as The Housing Choice Voucher program (Section 8), and HOME, as applicable.

- i) Resident and Community Relations. The Respondent will be expected to promote and maintain good relations with residents and their representatives, neighborhood groups, and local government officials and to encourage initiatives to promote the social and economic development of the residents. The Respondent will implement and maintain resident programs and amenities as per the Land Use Restriction Agreement (LURA) of each individual property. Management will keep a file at each property with documentation related to compliance with the LURA. The Respondent will be responsible for communicating to residents the community rules as stated in the approved lease, date and time of resident meetings, and any other information pertinent to resident life and tenancy through public postings and/or notices delivered to residents.

- j) Management Reviews and Inspections. FHFC, Investors, and/or Loan Servicer agents, will conduct comprehensive property management reviews and inspections at least annually. The Respondent will be expected to cooperate fully with the entity conducting these reviews, as well as making all property records and staff available during the review, and all areas of the property accessible for inspection upon reasonable notice.

4.2.2 Maintenance Repair

The Respondent will be responsible for maintaining the Property in a decent, safe, and clean condition, as well as regularly assessing the physical condition of the property and its systems, developing and implementing preventative maintenance plans satisfactory to BBC and establishing capital plans, as necessary, to maintain, preserve, and keep the premises in good repair and condition. The Respondent's responsibilities for property maintenance will include:

a) Unit Maintenance and Repairs

- i) Maintenance Requests. Prompt response to all resident maintenance requests and completing emergency and routine maintenance work in a timely fashion in accordance with the contract performance standards. Maintaining work order and maintenance scheduling and tracking systems.

- ii) Unit Inspections. Perform unit inspections no less than quarterly. The Respondent will be responsible for enforcing compliance with the terms of the lease and property's rules and regulations.

- iii) Routine and Preventive Maintenance. The Respondent will be responsible for scheduling routine or required maintenance of each unit of the property, ensuring compliance with LIHTC, all applicable housing programs, investors' standards, and all applicable federal, state, and local codes.

b) Property / Building Maintenance and Repairs

- i) Complex Maintenance. The Respondent will maintain each Complex in such condition as required by this RFP and as otherwise may be deemed advisable by BBC.
- ii) Contract Solicitation. Solicit contracts for any necessary equipment maintenance, electricity, water, utilities, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, fire alarm testing/inspection, and other services as are approved in the annual budget for each property, so long as the Respondent complies with best business practices.
- iii) Warranties and Instructions. Assessing the condition of the property and its systems, reviewing all existing warranties, manufacturers' instructions, and other contracts within the first thirty (30) days of the contract, and then formulating a preventive maintenance schedule in accordance with said manufacturers' recommendations.
- iv) Inventory and Supplies. Maintaining inventory, supplies, and a spare parts list as necessary to maintain the complex in good repair.
- v) Emergency Services. Providing emergency services, as needed, on a twenty-four (24) hour, seven (7) days a week basis, including emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis.
- vi) Facility Maintenance. All areas of the premises must be kept in excellent condition; repairing and replacing items, as needed, including, but not limited to the following:
 - (1) All structures
 - i. Walls (Exterior/Int.)
 - ii. Fences
 - iii. Roofs
 - iv. Foundations
 - v. Ceilings and floors
 - vi. Playgrounds
 - vii. Gazebos
 - viii. Mailboxes
 - (2) Grounds/Landscape
 - i. Maintenance of lawn, trees, shrubs, and any other plants
 - i. Hardscape, Parking Lots, Sidewalks, Patios,
 - ii. Common Areas
 - iii. Dumpster Areas

(3) Other

i. Pest Management

c) **Fixed Assets and Building Equipment**

- i) List of Assets. The Respondent will be responsible for maintaining a complete up-to-date list of all assets at the property, including but not limited to appliances, fixtures, furniture, building equipment and maintenance equipment, as well as current keys to all units and common areas.
- ii) Qualified Technician. Ensuring that maintenance and repairs are performed by trained, qualified technicians, and licensed, as necessary.
- iii) Equipment Replacement. Ensuring that any equipment to be replaced shall be new or remanufactured and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be Energy Star® compliant, if available.
- iv) Drawing and Manuals. Maintaining all as-built and other schematic drawings as well as all site and/or equipment manuals.

d) **Major Systems Regular and Extraordinary Maintenance**

The Respondent will have primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, elevators (where applicable), fire alarm systems, security systems, automatic doors, roofing, foundations, floors, and interior and exterior walls. The Respondent will also be responsible for performing any other necessary extraordinary maintenance and repair work. The Respondent must obtain prior approval from owner's representative before performing any extraordinary maintenance work, including the major systems work specified above, with the exception of emergencies affecting health and safety. Owner may at any time assume responsibility for performing any or all major systems maintenance and repair and may adjust the operating budget of the property accordingly.

e) **Security / Life Safety**

The Respondent shall be responsible for monitoring security incidents at the property, monitoring and coordinating with BBC, working with law enforcement, overseeing any private security employed at the property; assessing ongoing property security needs, securing the property against unauthorized entry, including maintenance of lockable doors and windows and other existing security features and components, such as window and security

devices, as well as securing unoccupied units against unauthorized entry and damage, and performing other property security functions as necessary.

The Respondent will also be responsible for promptly pursuing lease enforcement action against any resident engaging in criminal activity on or around the property.

Within one hundred and twenty (120) days from executing the management contract, Respondent will provide BBC the following plans: Hurricane Preparedness, Business Continuity Plan, and Preventive Maintenance.

4.2.3 Financial Management

The Respondent will be responsible for remaining in compliance with the each property's approved operating budget. Budget revisions, including shifting of amounts from one budget category to another, may only be done at mid-fiscal year and fiscal year end and must be approved by BBC. The Respondent will be required to report monthly to BBC on rents collected, other income received, amounts disbursed from property funds, and variances from the approved operating budget. The Respondent will provide BBC read only access to view all online bank accounts and images of paid checks, as requested.

The Respondent will be responsible for managing each property operating funds. The Respondent must keep operating funds, security deposits, and reserves for each property in separate bank accounts, and separate from all other Respondent funds. Respondent will implement Positive Pay for all checking accounts.

4.2.4 Purchasing and Subcontracting

The Respondent will be authorized to subcontract for supplies, materials, equipment, and services required for the operation of the property, up to a maximum limit of \$3,000 per purchase, with the exception of emergency repairs, and reoccurring routine operating and maintenance service contracts, such as, landscaping, elevator, trash collection, janitorial, security guards, etc. Any purchase over \$3,000, not included in the approved budget, requires the express advance approval of BBC. All purchases must be within the approved budget. The Respondent will be responsible for insuring acceptable quality of all materials and supplies purchased, and that all contracted services are completed in an acceptable and workmanlike manner.

4.2.5 General Management and Administrative

a) Staffing

- i. The Respondent will be responsible for the recruitment, assignment, supervision, and, if necessary, termination of all property staff, as well as maintaining satisfactory standards of employee performance. All staff so hired shall be employees under the Respondent. The Respondent will be responsible for payment of all wages, benefits and payroll taxes for all

property employees, subject to applicable Federal and State Labor Laws.

- ii. Respondent must provide their approach to recruiting, evaluating, hiring, developing, training and retaining skilled staff and will provide organizational chart for staffing related to BBC’s portfolio.
- iii. Respondent must provide a list of property staff compensation not included in the salary, if applicable, such as industry standard bonus programs for occupancy, collections, holiday, etc.
- iv. The Respondent must provide owner’s representative the qualifications and industry-specific certifications of prospective individuals proposed for each property, including maintenance, site-based, district, regional and central office staff.
 - Minimum requirements:
 - a. Property Manager
 - Preferred at least three (3) years property management experience with LIHTC properties and applicable property management certification.
 - b. Maintenance Manager
 - Preferred at least four (4) years of experience in property maintenance, with at least one year in a supervisory position.

b) Office Space

The Respondent will maintain an on-site management office (s) for conducting activities related to the management of the property in the space provided by the owner entity. Business activities not related to the management of the property may not be conducted at the on-site-office. The office must be staffed and open to residents according to current operating schedule.

Below is the schedule of hours of operation for each property

Property	Office Hours Monday - Friday	Office Hours Saturdays
Crystal Lake Apartments	9:00am - 6:00pm	10:00am – 4:00pm
Tallman Pines	9:00am – 6:00pm	10:00am – 4:00pm
Tallman Pines II	9:00am – 6:00pm	10:00am – 4:00pm
Highland Gardens II Apartments	9:00am - 6:00pm	10:00am - 4:00pm
East Village Apartments	9:00am – 6:00pm	10:00am – 4:00pm
Progresso Point	9:00am – 6:00pm	Closed
Crystal Lake Townhouses	9:00am - 6:00pm	10:00am – 4:00pm
Oakland Preserve	9:00am – 6:00pm	Closed

c) **Inspections**

The Respondent will be expected to perform regular inspections of all units, grounds, building exteriors, building systems, and interior common areas at the property at least annually to insure compliance with various programs where applicable, including FHFC, REAC, HOME, HUD's Housing Quality Standards (HQS), as well as applicable federal, local, and state codes requirements.

BBC may conduct its own Quality Control inspections of properties, systems and random units, and may also conduct inspections upon request of the resident. Curb appeal and potential liability inspections should be conducted at least weekly and deficiencies corrected as needed.

d) **Property Records**

The Respondent will be responsible for maintaining at the property a comprehensive and organized system of auditable records of all financial and management operations of the property in accordance with applicable FHFC, Federal and Local Statutes, regulations and sound business practices. This will include individual files for each resident and unit at the property; records of resident certifications, rent collection, lease enforcement, inspections, work orders reports, vacancies, and security; budget and financial records; and information related to all fixed assets and equipment.

The Respondent will also be responsible for insuring that all first-year resident file and property records required under LIHTC regulations are secured in a fire safe cabinet.

e) **Reports**

- i) The Respondent will be required to submit the following reports to BBC and Investors, including but not limited to:

Monthly Reports

Financial

- Balance Sheet
- Statement of Revenues & Expenses
- Budget Comparison
- General Ledger
- Income Statement
- Bank Reconciliation
- Operating
- Security Deposit
- Reserves
- Accounts Payable

- Accounts Receivables

Operations

- Rent Roll
- Maintenance Work Orders
- Preventative Maintenance
- Lease Renewal
- Lease Enforcement
- Inspections
- Property Incidents
- FHFC Reports
- Certification of Compliance to Investors, as applicable

Quarterly Reports

Financial

- Budget Variance memo
- Investor Reports, as applicable

Annual Reports

Financial

- Audit – Collaborate with the financial auditor as needed

Operations

- Inspection reports – Units & Common Areas
- Annual Owner’s Certification of FHFC
- FHFC Program Report
- Budget for upcoming year

The Respondent will be expected to submit other information on the financial, physical, and/or operational condition of the property to BBC upon reasonable notice. BBC will specify the form of the reports and what types of information they must contain. The Respondent must be able to provide all required reports to BBC in an electronic format compatible with Microsoft Office.

f) Respondent Performance Standards

The Respondent will be expected to adhere to BBC high performance standards with regard to such areas as occupancy level, rent collection, maintenance performance, unit inspections, lease renewals, and overall physical condition of the property, including, but not limited to building, grounds, parking lot, playground, swimming pool, and lake, as applicable.

The following will be the minimum applicable standards:

Vacancy rate	Max. 2%
Vacancy turnaround (from vacated to leased date)	Max. 10 days
Rent uncollected	Max. 1%
Emergency work orders abated within 24 hours	100%
Routine work order turnaround	5 days or less
Units inspected – annually, and as needed	100%
Common Areas inspected – at least weekly	100%
Building Exterior - at least weekly	100%
Property Inspected - at least weekly	100%
Major Systems inspected -quarterly	100%
Lease renewals - annually	100%
Program Compliance (LIHTC, HOME, Etc.)	100%
Conditions	
Site: Not limited to Building/Grounds/Parking lot/Playground/swimming pool/lake	Very Good-Exceptional
Interior common areas	Very Good-Exceptional
Building Systems	Very Good-Exceptional
Units	Very Good-Exceptional

Reasonable notice will be given to the Respondent of any changes required in performance standards. The successful Respondent will demonstrate the ability to manage the property to the above listed standards.

4.2.6 Required: Firm Capabilities, Experience and Qualifications

- a. Respondents must describe current specific experience in property management in the State of Florida, including units subject to compliance with the LIHTC requirements. In particular, Respondents must demonstrate specific experience managing LIHTC properties. The names of LIHTC properties must be provided to allow BBC to verify that no outstanding FHFC findings exist. Experience managing an FHA 223(f) property is desirable, as one of our properties already has an FHA 223(f) mortgage and the others will likely take out such mortgages in the next few years.
 - (1) The proposed management agent should have at least one senior staff person who drafts the agent’s policies and supervises project operations with the following qualifications:
 - (a) A professional designation in housing management from a national organization that provides such accreditation; and
 - (b) A minimum of 5 years of experience in directing and overseeing the management of multifamily projects serving a similar resident clientele.
 - (c) A proposed agent without the experience requirements listed in this

section may be acceptable if satisfactorily managing other insured or subsidized projects.

- b. Respondents must provide an organizational narrative indicating type of organization: corporation, partnership, joint venture, sole proprietorship, or other. Names of shareholders, partners, principals and any other persons exercising control over the Respondent and what role will they play with BBC.
- c. Respondents must provide business and broker's licenses, certifications or other relevant credentials for its authorization to act as property management firm in the State of Florida.
- d. Respondent entity must be duly organized and authorized to do business in Florida, financially sound, and able to provide the services being procured by this RFP.
- e. Respondents must disclose all citations, sanctions, reprimands, criminal convictions, or criminal investigations that Respondents' firm has received in the past five (5) years from any governing body. Include any Fair Housing, real estate regulation, or LIHTC compliance violation of a material nature. If a Respondent has been debarred, suspended or otherwise lawfully precluded from participating in any procurement activity, such firm shall disclose that information in its proposal and such information may be sufficient ground for disqualification. If the selected firm fails to disclose such information and BBC discovers it thereafter, then BBC may terminate this procurement and/or the Management Agreement immediately.

4.2.7 Price Proposal/Fee Arrangement/Financial Capacity

Respondents must describe the proposed fee arrangement for managing each property in the Proposal, as a percentage of income collected, where applicable, and a detailed breakdown of how it is calculated.

Note: It is assumed that property management fees will include all necessary staff not included in the on-site staffing of each property. *Any additional fees related to oversight of the management of each property such as subcontractors for compliance or administration should be all inclusive in the management fee.* Typical subcontractors for the maintenance and services for the properties will be allowed in the operating budget as standard industry practice.

The proposed percentage of gross income or net cash flow shall be a fixed percentage applied to the individual properties. See Attachment E for Fee Information.

Furthermore, Respondents must provide a current financial statement of the Respondent prepared by a Certified Public Accountant, along with the firm's most recent audit (if any). The statement should show assets, liabilities and net worth of the Respondent and should include information on all general partners or principal

shareholders or members. *Respondents may submit this information in a separate envelope marked “financial statement” which will differentiate the fee proposals from the financial statements.*

4.3 Awarded Proposer’s Responsibilities

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

4.3.2 BBC shall reserve the right to demand and receive a change in personnel assigned to the work if BBC believes that such change is in its best interest and in the completion of the assigned work.

4.3.3 The Proposer 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.

4.3.4 Proposer 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 BBC. Proposer shall employ only such workers as are skilled in the tasks to which they are assigned. Proposer shall be responsible for overseeing the work of all workers.

5. Response

5.1 Licensing and Insurance and Bonding Requirements

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

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

5.1.1.2 Proposer shall submit an original certificate evidencing the proposer’s current Worker’s Compensation carrier and coverage amount. BBC

will not accept state waiver of worker's compensation insurance liability;

5.1.1.3 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. Proposer agrees to endorse BBC as additional insured on the comprehensive general liability, workers compensation liability and business auto liability policies. **This additional insureds shall read "Building Better Communities Inc., Florida";**

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

5.1.1.5 Proposer agrees, and hereby authorizes its insurer, to notify BBC 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. BBC shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

5.1.2 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 BBC.

5.1.3 BBC 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, BBC 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.

5.1.4 Bonding Requirements for Agents

a. The agent must have adequate bonding to provide a basic level of protection for the multifamily project assets.

b. The management agent must certify in the that it carries fidelity bond or employee dishonesty coverage for:

i. All principals of the management entity; and

ii. All persons who participate directly or indirectly in the management and maintenance of the project and its assets, accounts, and records.

iii. The fidelity bond or coverage must name the mortgagee and HUD as additional loss payees.

iv. Coverage may be through one or more bonds, and one bond may cover more than one project, including projects whose mortgages are

not insured or held by HUD. The agent’s principals and supervisory and front-line staff may be covered under the same bond.

v. Each project must be bonded for at least the value of two months’ gross potential income for the project. If a bond covers more than one project, this minimum must be computed using the project with the highest gross potential income.

5.2 Client References (Attachment D)

- 5.2.1 Proposer must provide at least five (5) references. List the name of the properties, property owners, addresses, services performed, contact persons, as well as contact phone numbers, fax numbers and e-mail addresses.
- 5.2.2 Include information specifying if the clients are past or current.
- 5.2.3 Include the type of property (e.g. multi-family, senior...etc.) and number of years managing the property, and differentiating the LIHTC properties.
- 5.2.4 Advise clients being submitted as references that they may be contacted by BBC staff in the evaluation of the response.
- 5.2.5 The contact person must have firsthand knowledge regarding properties managed by the Respondent. By providing the names, Respondent agrees that the references may speak to BBC freely and openly about Respondents past performance without the threat of any repercussions.

5.3 Site Visit

Permissible but not required.

5.4 Pre-Bid Meeting

Not applicable

5.5 Response Submission

Tab	Contents
1	Form of Proposal: Attachment A of this solicitation document.
2	Profile of Firm Form: Attachment B of this solicitation document with IRS Form W-9, license, and insurance certificates.
3	Response to Evaluation Factor 1: Organizational Overview. Submit response as Attachment C-1 . See Section 7.1.
4	Response to Evaluation Factor 2: Technical Approach/Strategy Capacity/Success Record. Submit response as Attachment C-2 . See Section 7.2.
5	Response to Evaluation Factor 3: Experience Similar Types of Organizations Submit response as Attachment C-3 . See Section 7.3.
6	Response to Evaluation Factor 4: Fee Information. Submit Response as Attachment C-4 . See Section 7.4

7	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document.
8	Scrutinized Companies Section 287.135 Florida Statutes: Attachment G . Note must be executed and returned with attached proposal to be considered.

- 5.5.1 All responses submitted pursuant to this solicitation shall be formatted in accordance with the following table. Each category shall be separated by numbered index dividers (which number extends so that each tab can be located without opening the response) and labeled with the corresponding tab reference also noted below.
- 5.5.2 It is preferable and recommended that the response be bound in such a manner that BBC can, if needed, remove the binding to make copies then return the response to its original condition. BBC suggests that either comb type binding or three ring binding be used.
- 5.5.3 All responses shall be submitted to the contact person and addressed and by the date specified on the first page of this solicitation document.
- 5.5.4 **The proposer shall submit one (1) original signature copy (marked “ORIGINAL”) with four (4) exact copies and one (1) sealed bid price with your submission.** They shall be placed unfolded in a sealed package and addressed to:

Building Better Communities, Inc.
Attn: Stacie-Ann Richards
4780 North State Road 7
Lauderdale Lakes, Fl. 33319

5.6 Submission Responsibilities

- 5.6.1 The proposer shall ensure that the response is received by the time and date indicated on the first page of this solicitation document. **The package shall clearly indicate the solicitation number and title.** Submissions received after the noted deadline will not be accepted. The official US time at <http://www.time.gov> shall determine receipt within deadline.
- 5.6.2 Do not fold or make any additional marks, notations, or requirements on the documents to be submitted. Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if such additional marks, notations, or requirements are entered on any of the documents submitted, such may invalidate that response.
- 5.6.3 By virtue of completing, signing, and submitting the completed documents, the vendor is stating agreement to comply with all of the conditions and requirements set forth within those documents.

5.6.4 All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Vendor's proposal. BBC may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

5.6.5 All submissions are subject to Florida Public Records, Chapter 119, Florida Statute.

6. Administrative Terms and Conditions

6.1 In order to maintain a fair and impartial competitive process, BBC 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 BBC and BCHA staff or official, including the Audit Committee and the BBC Board of Directors, pertaining to this solicitation except through the RFP Point of Contact named below, during the Pre-Proposal Conference (if any), as otherwise defined in this RFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. BBC reserves the right to reject the proposal of any Proposer violating this provision.

6.1.1 All questions, requests for information or clarification pertaining to this solicitation shall be submitted via e-mail to the contact person named on the cover sheet of this document. Questions will not be accepted via telephone. Responses to questions shall be made via the form of addenda which will be posted on the BCHA website and on Demandstar.

6.1.2 Unless an answer or information is provided by BBC in writing as part of an addendum, such information shall have no effect and may not be relied upon by the Proposer.

6.2 Notices

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

Stacie-Ann Richards, Procurement Specialist
Building Better Communities, Inc.
4780 North State Road 7
Lauderdale Lakes, FL 33319-5860

6.3 Appeals and Remedies

- 6.3.1 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, 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.
- 6.3.2 If a protestor is not satisfied with the decision of the Procurement Specialist, he or she may appeal to the BBC's Assistant Secretary. 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 BBC's Assistant Secretary shall be final, and no further appeal shall be authorized within the Broward County Authority.

6.4 Cost of Proposal

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

6.5 Amendments to Solicitation

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

6.6 Direct or Indirect Conflicts of Interest

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

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

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

6.7 Prohibition Against Gifts/Favors/Anything of Monetary Value

No BBC 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 BBC.

6.8 Compliance with Law

While conducting business with BBC, Proposer shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements, applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies.

It is the policy of BBC that all proposers that conduct business with BBC must be authorized and/or licensed to do business in Florida. Proposer is responsible for contacting their local city and county authorities and the State of Florida to ensure that Proposer has complied with all laws and is authorized and/or licensed to do business in Florida. All applicable fees associated therewith are the responsibility of Proposer.

6.9 Public Access to Procurement Record

- 6.9.1 The BBC is a non-profit affiliate public agency subject to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida's Public Records Law. Specifically, the awarded Vendor shall:

6.9.1.1 Keep and maintain public records required by BBC in order to perform the service.

6.9.1.2 Upon request from BBC's custodian of public records, provide the public agency with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119, Fla. Stat., or as otherwise provided by law;

6.9.1.3 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 BBC.

6.9.2 Upon completion of the contract, transfer, at no cost to BBC, all records in possession of the Awardee, or keep and maintain public records for BBC upon completion of the contract, the Awardee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awardee keeps and maintains public records upon completion of the contract, the Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BBC in a format that is compatible with the information technology systems of BBC.

6.9.3 During the term of the contract, the Awardee 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 BBC. The Awardee agrees to make available to BBC, during normal business hours upon request.

6.9.4 PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE VENDOR'S DUTY TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PUBLIC RECORDS
4780 North State Road 7
Lauderdale Lakes, FL 33319
(954) 739-1114 ext. 2316
PUBLICRECORDS@bchaf1.org

6.9.5 Unilateral cancellation by the BBC will be enforced for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).

6.9.6 Bidders are subjected to Section 287.135, Florida Statutes, that prohibits the BCHA from contracting or renewing an agreement for goods and services with companies who fail to certify that they are not on the Scrutinized Companies that Boycott Israel or that are engaged in a boycott of Israel (“the Israel List”), the Scrutinized Companies with Activities in Sudan List; or, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (collectively known as the “Scrutinized Companies”) in any amount. **See Attachment G** that must be completed, signed and returned with the vendor’s bid.

6.10 **Ownership of Documents**

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

6.11 **Advertising**

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

7. **Evaluation Criteria**

The proposed evaluation is the process designed to elicit responsive Proposers; with the contract not necessarily awarded 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 BBC.*

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Vendor’s information to the Evaluation Factors which will demonstrate the Proposer’s understanding of the Evaluation Factors and capacity to perform the required services of this Request for 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 BBC 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, and C-3**

Factor	Points	Description
1	30	Organizational Overview (submit as C-1) Experience, Strength, and Qualifications of Firm as it relates to this solicitation.
2	30	Technical LIHTC Approach/Strategy Capacity/ Success Record (submit as C-2) Firm's Technical Response to RFP's Scope of Services
3	20	Experience with Similar Type of Organizations (submit as C-3)
4	20	Fee Information (submit as C-4) (To submit in a separate sealed envelope) Fee Proposal
Total	100	

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

Scoring Guide:

0% - No Response

50% - Marginal

70% - Acceptable

85% - Exceeds Acceptable

100% - Outstanding in all Respects

7.1 Evaluation Factor 1 – Organizational Overview (Attachment C-1) - (30 points)

a. Provide a brief history of the firm, length of time in business, past experience and prior experience of firm as it relates to the requirements of this solicitation. If firm's experience is less than five (5) years in operation, provide either number of years performing similar work or number of managed LIHTC housing rental portfolio. Details should include:

1. A narrative of your organizational structure. Provide the number of full-time employees and describe in detail the team (property managers and maintenance personnel) that will be assigned to manage the properties on a day-to-day basis. Include any special certifications and licenses. Describe each person's role.
2. Provide a biography or resumes for key individuals who will be assigned to the properties, including tenure with the company.
3. Provide five (5) references, three (3) of which must be from your current client list for which similar services are being performed. Include company name, address, phone number, email address and contact person. (See Attachment D).
4. Summarize your past experience working with housing organizations and/ LIHTC properties and a small conventional non-subsidized community as it relates to the requirements of this solicitation.

5. Affirm that firm is duly organized and authorized to do business in Florida, financially sound, and able to provide the services being procured by this RFP.

6. Copy of State of Business Florida and Brokers License

7.2 Evaluation Factor 2 – Firm’s Technical LIHTC Approach/Strategy Capacity/Success Record (Attachment C-2) - (30 points). Failure to demonstrate LIHTC experience is a disqualifying factor.

- a. Describe the firm’s technical capability and experience in providing quality performance in the delivery of LIHTC housing management services, especially in the areas of LIHTC compliance leasing, occupancy, lease enforcement, property curb appeal, maintenance delivery, LURA Compliance, and safety. Substantiate by providing client and/or provider references, internal service metrics, organizational services standards, and/or addressed in the qualifications of staff with regards to customer/client service competencies.
- b. Provide a narrative of your firm’s understanding of the work to be performed and indicated in Scope of Work (See Section 4).
- c. State why your firm believes itself to be best qualified to perform the LIHTC management of our properties.
- d. Provide a description of your firm’s quality control processes.
- e. Describe experience in managing Low Income Housing Tax Credit properties similar to the subject properties. Provide references for such experience.

7.3 Evaluation Factor 3 - Experience with Federal and State Funded Housing Programs (Attachment C-3) - (20 points)

- a. Provide a statement of your firm’s experiences and qualifications with the general management operation of properties in accordance with regulations applicable to the housing and multifamily programs, including but not limited to, LIHTC, The Housing Choice Voucher program (Section 8), FHFC, and HOME.
- b. Provide an overview of similar successful property management services that your firm has provided. Describe your firm’s familiarity and years of service to governmental clients controlling LIHTC partnerships.

7.4 Evaluation Factor 4 – Fee Information (To submit in a separate sealed envelope) (Attachment C-5) - (20 points)

- a. State your proposed percentage of the gross income collected to cover requirements as outlined in the Scope of Work section of this Request for Proposal. (See section 4)
- b. The pricing proposal will be evaluated for reasonableness of cost for the total service. It may also serve as the basis for subsequent negotiations of price, if necessary. Pricing proposals must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated.

7.5 Evaluation Method and Award Process

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

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

7.5.2 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. A final selection may be made by the committee at this point or these Vendors may be chosen for an onsite interview from which a final award may be recommended. Final award will be approved by the BBC Board of Directors.

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

7.5.4 Should the individual members of the Evaluation Review Committee be made known to the vendor in any manner prior to submission or during

the review process, the vendor shall not make contact with the committee members, or their proposal may be rejected.

7.6.5 All persons having familial (including in-laws) relationships with principals and/or employees of a proposer entity will be excluded from participation in the evaluation committees. Similarly, any persons having an ownership interest in and/or contract with a proposer entity will be excluded from participation in the evaluation committees.

7.7.6 In the event of ties, determination of the top-ranked vendor will be made in accordance with BCHA procurement policies.

7.8.7 Notification of the results of the evaluation including the name of the successful proposer will be posted on BCHA's website.

8. Contract Award

8.1 BCHA Authorized Procurement Authority

All contracts where the base contract amount or any option exceeds \$100,000 are required to be approved by the Board of Directors. In addition all contract modifications in excess of ten percent (10%) of the original contract amount or \$100,000, whichever is less, require prior approval by the Board of Directors. The contract award is contingent on the Investors, and FHFC approving the Property Management Company and also possibly HUD approval for FHA loan.

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

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

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

8.3 Contract Document

BBC and the successful proposer will execute BBC's contract. See Attachment F for a sample of this document. BBC will not execute a contract on the successful proposer's forms. Contracts will only be executed on BBC's form, and by submitting a proposal the successful proposer agrees to do so (please note that BBC reserves the right to amend this contract form as BBC deems necessary). However, BBC will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for BBC

to do so; but the failure of BBC to include such clauses does not give the successful proposer the right to refuse to execute BBC's contract form.

It is the responsibility of each prospective proposer to notify BBC, 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 BBC will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by BBC's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

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

8.4 Contract Terms and Conditions

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

8.5 Unauthorized Sub-Contracting

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

8.6 Insurance Requirements

Prior to award but not as a part of the proposal submission, the successful vendor will be required to provide an original certificate evidencing insurance coverage as described in Section 5.1.3 above, naming BBC as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BBC as an additional insured under said policy. BBC shall be named as the Certificate Holder using the following name address:

**Building Better Communities, Inc.
4780 N. State Road 7**

Lauderdale Lakes, FL 33319

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

8.7 Right to Negotiate Fees

BBC shall retain the right to negotiate the amount of fees that are paid to the successful vendor, meaning the fees proposed by the top-rated vendor may, at BBC's option, be the basis for the beginning of negotiations. Such negotiations shall begin after BBC has chosen the top-ranked vendor. If such negotiations are not, in the opinion of BBC, successfully concluded within five business days, BBC shall retain the right to begin negotiations with the next highest ranked vendor.

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, vendor will submit invoices to each properties office. BBC will make no advance payments for the goods and/or services that are subject of this RFP, unless otherwise noted in the contract. Invoices may be submitted on no more than a monthly basis.

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

**BUILDING BETTER COMMUNITIES, INC.
SOLICITATION NUMBER RFP 18-272
PROPERTY MANAGEMENT SERVICES
EXHIBIT A**

LIHTC (Low Income Housing Tax Credit) Properties							
#	Location	Property Type	Financing Program/ Compliance Type	LIHTC Investor	Total Number of Units	Number of HOME Units	Number of Units designated for Special Population (Youth Aging out of Foster care)
1	Crystal Lakes Apartments 2900 N 24 th Avenue Hollywood, Fl. 33020	Family Garden style	LIHTC/HOME FHA Loan subject to REAC Inspection	Boston Financial Investment Management	190	4	None
2	Highland Gardens 333 & 335 NE 48 th Street Deerfield Beach, Fl. 33064	Senior mid-rise elevator	LIHTC/HOME	Wells Fargo Bank, N.A	100	None	None
3	Tallman Pines I 700 NE 41 st Street Deerfield Beach, Fl. 33064	Family Garden style	LIHTC/HOME	Richman Asset Management Inc.	176	9	None
4	Tallman Pines II	Family Garden style	LIHTC/HOME	Richman Asset Management Inc.	24	None	None
5	East Village 7447 NW 33 rd Street, Davie, Fl. 33024	Family Garden style	LIHTC/HOME	Richman Asset Management Inc.	155	2	8
6	Progresso 619 N. Andrews Avenue Ft. Lauderdale, Fl. 33311	Family High rise elevator	LIHTC/HOME	National Equity Fund, Inc.	76	8	4
7	Crystal Lake Townhouses	Family Townhouses	120% AMI HOME Grant	None	10		None
8	Oakland Preserve 3601 NE 3 rd Avenue Oakland Park, Fl. 33334	Family Garden style	LIHTC/HOME	Wells Fargo	80	1	4
	Total Number Of Units				811	24	16

**BUILDING BETTER COMMITTEES, INC.
SOLICITATION NUMBER RFQ 18-272
REQUEST FOR PROPOSALS
PROPERTY MANAGEMENT SERVICES**

PROPOSAL SUBMISSION FORM – ATTACHMENT A

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

X=Included	Tab	Contents
	1	Proposal Submission Form: Attachment A of this solicitation document.
	2	Profile of Firm Form: Attachment B of this solicitation document. Note that this document has two pages.
	3	Response to Evaluation Factor 1: Organizational Overview. Submit Response as Attachment C-1 . See Section 7.1
	4	Response to Evaluation Factor 2: Technical Approach/Strategy Capacity/ Success Record Submit Response as Attachment C-2 . See Section 7.2.
	5	Response to Evaluation Factor 3: Experience Similar Types of Organizations. Submit Response as Attachment C-3 . See Section 7.3.
	6	Response to Evaluation Factor 4: Fee Information. Submit Response as Attachment C-4 . See Section 7.4.
	7	Client References: Attachment D of this solicitation document, addressing requirements as listed within the solicitation document.
	8	Scrutinized Companies Section 287.135 Florida Statutes: Attachment G . Note must be executed and returned with attached proposal to be considered.

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

 _____ **ONE (1) ORIGINAL AND** _____ **FOUR (4) 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 BBC discovers that any information entered herein to be false, such shall entitle BBC 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, BBC 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 BBC 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 BBC 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	

**BUILDING BETTER COMMUNITIES, INC.
SOLICITATION NUMBER RFP 18-272
PROPERTY MANAGEMENT SERVICES**

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 BBC'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 BBC?
 Yes No
 If yes, please attach a full detailed explanation, including dates, circumstances and current status.

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

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

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

Continue on next page.

8. Licensing and Insurance Information

Florida Business License , 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 insurance certificates in accordance with Section 8 of this proposal should be submitted after award but not a part of the proposal submission.

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	

**BUILDING BETTER COMMUNITIES, INC.
 SOLICITATION NUMBER RFP 18-272
 REQUEST FOR PROPOSAL
 PROPERTY MANAGEMENT SERVICES**

FEE INFORMATION – ATTACHMENT E

A. Instructions: Please indicate the cost to include all overhead, centralized software and accounting cost.

Low Income Housing Tax Credit (LIHTC) Properties	PERCENTAGE OF GROSS
LIHTC Properties	_____ % / GROSS

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	



building better communities

ATTACHMENT F

FORM OF CONTRACT

THIS AGREEMENT made this ___ day of _____ in the year ___ by and between ___ for a term of ___ year. Hereinafter called the "Contractor", and the BUILDING BETTER COMMUNITIES, INC., a non-profit affiliate of BROWARD COUNTY HOUSING AUTHORITY, an independent special district of the State of Florida.

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 18-272 Property Management Services.

in strict accordance with the specifications dated _____ as prepared by the Building Better Communities, Inc. which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for ___ year, expiring on _____ ; with _____ year renewal option periods.

Article II - Contract Price: The BBC 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 18-272
- c) Insurances (Naming Building Better Communities, Inc. 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: _____

BUILDING BETTER COMMUNITIES, INC.

By: _____

Ann Deibert, Assistant Secretary

ATTACHMENT G

**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 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.