



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 22-310
REQUEST FOR PROPOSAL (RFP)**

FINANCIAL ADVISOR SERVICES

**Date of Issue: February 15, 2022
Questions Due: February 28, 2022 @ 5:00pm EST
Proposal Submission Date: March 14, 2022 @ 2:00pm EST**

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

**Contact: Joe Ricardo
Procurement 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**

1.0 Introduction, Background and Anticipated Schedule

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

The BCHA provides housing and housing assistance to residents of Broward County with a range of eligibility from Extremely Low Income to a Workforce housing range of 120% of the Area Median Income. Nothing herein would preclude future consideration of higher income ranges or commercial revenue streams where appropriate. The BCHA maintains a website at <http://www.bchafl.org> with information for clients, landlords, prospective business partners, and the public at large.

The BCHA is governed a 5-member Board of Commissioners appointed by the Governor of Florida. The same persons constitute the Board of Directors for two not-for-profit enterprises and several other related entities. The BCHA owns a headquarters building and is responsible for program administration partially funded through federal sources, and other government resources such as County funds related to Special Populations served through the BCHA. The multifamily portions of operations and related policies are overseen by the Board of Directors for the not-for-profit and related enterprises. Former public housing assets are now, post Rental Assistance Demonstration (RAD) conversion, governed by the Boards of Directors related to the not-for-profit.

In addition to the provision of housing and housing assistance to lower income families, with approximately 6,000 Housing Choice Vouchers and approximately 1,000 apartments (that includes two elderly developments and a family development in the pipeline), the BCHA has primarily expanded into critical "Special Population" areas such as "Shelter + Care"; VASH; Family Unification/"FUP;" and similar programs that necessitate community partnerships, extensive wrap around delivery of services, intense case management, and high levels of financial accountability and reporting.

Special Programs in particular, but overall operations, necessitate Quality Assurance review of Central Office Cost Center (COCC). The development and use of reimbursable structures for use with third party funding sources; draw down schedules related to RAD capital needs; general cash management protocols that include investments; the use of internal funds as leverage, guarantees, or gap financing; and oversight for the BCHA financial well-being and related enterprises can be expected.

The other expansion area of critical importance is acquisition, or acquisition rehabilitation, or development of affordable housing in a market with high barriers to entry. As a consequence, access to subsidy sources, social enterprise financial resources, refinance modeling, term sheet negotiations, acceptable financial partnership term sheets, and partnership exit strategy and execution of exit strategy can be expected.

The Procurement Office Officer intends to recommend an award to the BCHA Board of Commissioners. The BCHA will provide services to the not-for-profit and related enterprises through a Shared Services Agreement. A recommendation will be based on the responsiveness of the firm's information to the evaluation factors, which responses will demonstrate the firm's understanding of said factors and the firm's capacity to perform the required services under this RFP.

This solicitation is subject to the Procurement Handbook for Public Housing Agencies (7460.8 Rev-2), available at https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608 and 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	February 15, 2022
Deadline for Receipt of Questions and/or Comments via E-Mail	February 28, 2022 @ 5:00pm EST
Last date of issuance of addendum	March 7, 2022
Deadline for Proposal Submissions	March 14, 2022 @ 2:00pm EST
Evaluation Committee Meeting – Review of Proposals	March 28, 2022 @ 2:00pm EST
Interviews and/or Negotiations, if needed	March 30-April 1, 2022
Intent for Award Posting	April 5, 2022
Approval by Board of Commissioners	April 19, 2022

2.0 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 an award of contract pursuant to this solicitation.
- 2.3 BCHA reserves the right to award separate agreements based on criteria that BCHA determines to be appropriate. BCHA reserves the right to name a secondary or backup contractor to be utilized based on criteria that BCHA determines to be appropriate.
- 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 firm (s).
- 2.5 BCHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary and to make other changes and modifications consistent with BCHA's policies, and the laws and regulations governing HUD programs, if applicable.
- 2.6 BCHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this solicitation.

- 2.7 BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of **ninety (90)** days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer. Proposals may be withdrawn by written notice received any time before the Deadline for Proposal Submissions.
- 2.8 BCHA reserves the right to negotiate the fees submitted.
- 2.9 BCHA reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to:
- incomplete responses and/or responses offering alternate or non-requested services,
 - failure to use BCHA provided forms, or
 - failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 2.10 BCHA does not have any obligation to compensate any proposer for any costs incurred in preparing the response to this solicitation.
- 2.11 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.
- 2.12 Jurisdiction for any legal proceedings arising from this contract will be in Broward County.
- 2.13 This request for proposal and any subsequent contract supersedes any other agreement with contractor/firm.
- 2.14 The BCHA does not guarantee any specific level of service and makes no representation or warranty as to any future level of service.
- 2.15 The BCHA reserves the right to move to the next highest ranked proposer in the event the higher ranked respondent is deemed unacceptable as a result of negotiations or otherwise or is unable to provide the level of services with the same level of quality or staffing as initially proposed.

3.0 Scope of Services

See “Scope of Work- Exhibit A,” attached to this document. This is a broad general perspective on reasonably anticipated potential services. Some elements of this scope are reflected in the evaluation criteria. The comprehensive nature of the scope would also provide the basis for an interview panel should interviews be needed.

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 firm must be registered with DemandStar. The firm’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 DemandStar 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.firmregistry.com/Bids/View/BidsList?buyerId=fa7c46a4-0264-4ed8-a964-aa745868d2ca>

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

Proposers should submit SEPARATE Adobe PDF files attachments and be marked as follows:

File Name	Content
Part 1 RFP 22-310 (Vendor)	Technical Proposal: <ul style="list-style-type: none"> • Evaluation Factors I through IV • Resumes, Licenses, Certificates • Organizational Chart (1 page) • Attachment C – Client References
Part 2 RFP 22-310 (Vendor)	Price Proposal: Exhibit B – Fee Proposal
Part 3 RFP 22-310 (Vendor)	Forms, and Addenda (if any): <ul style="list-style-type: none"> • Attachment A – Proposal Submission Form • Attachment B – Profile of Firm Form • Attachment D – Sworn Statement Under Section 287.133(3)(A) • Attachment E – Certification Pursuant to Florida Statute 287.135 • HUD-5369-A, Representations, Certifications, and Other Statements of Bidders: https://www.hud.gov/sites/documents/5369-A.PDF • Addenda (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 firm’s submission caused by any occurrence or technical issue.

4.1. Client References (Attachment C)

- 4.1.1. Please List the name, addresses, services performed, contact persons as well as contact phone numbers, fax numbers and e-mail addresses of **at least three** clients for whom similar services are being currently being performed or within the past two years.
- 4.1.2. Include information specifying if the each client is past or current.

- 4.1.3. Advise clients being submitted as references that they may be contacted by BCHA staff in the evaluation of the response.
- 4.1.4 Provide a list of professional organizations/associations in which your firm is an active member and of benefit to the BCHA.

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

The proposal evaluation is an initial process designed to elicit a recommended professional service provider or 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 below evaluation criteria shall be solely within the discretion of the BCHA.*

5.1 Evaluation Method and Award Process

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

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

The following factors will be utilized by BCHA to evaluate each submission received. Award of points will be based on the information contained within the vendor's submission.

A committee will evaluate the proposals received under this solicitation in accordance with the evaluation factors below. The evaluation process will be based on a point system with the evaluation factor or sub-factor's relative points 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 parties contracted to work with the BCHA, or serving in volunteer roles to the BCHA such as consultants, attorneys, and auditors.

Proposals containing the requested information will serve as the initial basis for selection of short-listed firms. Each proposal will be evaluated based on a possible maximum score of one-hundred points as set forth below. After the evaluations, the BCHA will determine the top three (3) proposals (shortlist). This meeting will be a public meeting.

At the discretion of BCHA, interviews may or may not be conducted with the short-listed firms. Interviews of shortlisted firms may be used to identify the top-rated Proposer. Should interviews be conducted, each short-listed firm will be interviewed with a standard set of questions for all shortlisted firms. The Senior Executive or Key Principal of the firm most likely to be "hand-on" and not merely supervisory must be available at the interview. In the event of interviews, the short-listed firms will be ranked numerically based on their answers the questions asked.

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

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

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

Final award will be approved by the BCHA Board of Commissioners.

5.2 Evaluation Factors: Each evaluation factor will be rated and assigned points using the guide below.

Evaluation Factor	Max Points	Description
I	30	Qualifications
II	25	Responsiveness
III	25	Comprehensive Services and Strategic Role
IV	15	Innovation
V	15	Fee Proposal
Total	100	

I. Qualifications:

1. Describe your firm’s demonstrated ability to advise the BCHA on project financings options (e.g. bonds, tax credits, Federal Home Loan Bank (FHLB)); Project-Based Vouchers (PBV), Social Impact Bonds, HOME/SHIP funds, Build Back Better funds if available, etc.).
2. Describe how your firm will consult on audit preparation, Management, Discussion, and Analysis (MD&A) presentation, and audit findings as requested.
3. Describe how your firm will provide comprehensive guidance on all debt / equity negotiations; acceptable debt/leverage ratios for all operational units; and advise on end of Low-Income Housing Tax Credit (LIHTC) compliance exit strategy and execution.
4. Describe your firm’s demonstrated ability to provide Quality Assurance oversight for the Central Office Cost Center; advise on internal cash management to the CEO/COO; utilization of multifamily operating revenues and Program Income in support of housing initiatives; and consider Risk Management issues such as Health Care benefit costs, Property and Casualty coverages, and long term accrued items such as pension, sick, vacation, and advise on implications.

5. Describe your firm's demonstrated ability to deliver actionable recommendations on highest and best use of assets, reserves, leverage, and internal financial sources, considering asset classifications that include multifamily post Rental Assistance Demonstration (RAD) conversion model, low-income tax credit model, and market model.
6. Describe your firm's experience in the preparation and implementation of a project-based voucher rental initiative.
7. Describe your firm's experience and approach with end of LIHTC Compliance period Limited Partner exit, refinance analysis, and /or re-syndication considerations.

II. Responsiveness:

1. The primary, "hands-on," point of contact should be regarded as a Senior Executive or Key Principal and be available to present or respond to various Boards; Municipalities; Agencies, and funders of any sort.
2. Upon selection a schedule of staff availability that indicates a readiness and capability for the Point of Contact (POC) and/or POC supervisor to respond over the next 18 months will be supplied. However, respondent indicates that if selected seasoned staff will be readily available to engage with the BCHA. Identify specific members of your firm to be assigned to work with the BCHA. Describe the availability and degree of accessibility of the of the key person if more than one person is identified. Indicate how the POC supervisor will be kept current at all times with the status of work items related to the BCHA.
3. Identify potential conflicts of interests of any sort, for example with representation of financial institutions, or development clients (public or private) seeking limited sources of funds in Broward County or other sources. How will you manage the potential conflict?
4. Describe your firm's approach to quickly analyze, for all real estate investment matters, the viability of each opportunity for long term sustainable economic performance with consideration of Net Operating Income (NOI), Internal Rate of Return (IRR), Cap Rates or other financial norm ratios. Consider the long term leveraged value within a context of replacement costs, and against alternative investment opportunities with investment grade return ratios and where benchmarks can enable decision making.
5. Describe your firm's ability to serve as an industry resource to provide timely information, advice, and assistance to the BCHA concerning matters that may affect the interests of the BCHA, including state, local, or federal rules and regulations affecting housing, funding options, tax law changes, alternative financial investments compatible with the BCHA goals.
6. Describe your firm's ability to make recommendations with respect housing and financing proposals made to the BCHA by investment groups regarding divestiture of assets, co-development options, community groups, civic associations, or others.

III. Comprehensive Services and Strategic Role

1. Address three key areas where your firm may add the most value based on your experience, the information available on the BCHA web site, and/or your understanding of the solicitation.
2. Cite experience or approach to review central office cost center internal financial management practices and efficiencies.
3. Describe any significant contribution your firm made in a portfolio acquisition or leveraged buy-out.
4. Describe how your firm will assist in the creation of non-LIHTC development models in a highly competitive and high barrier to entry real estate market.
5. Note the potential use or relevance, if applicable of sub-contractors regularly engaged by your firm that may support Agency initiatives.
6. Describe examples of your firm's demonstrated successes with effective communications with Internal Revenue Service, syndicators, financial institutions or others that issue or maintain ratings or securities or otherwise provide debt, equity, credit enhancements, or oversee compliance.
7. Describe your firm's approach to review investment policies and options and characterization of funds processed through the COCC.

IV. Innovation:

1. Cite examples of successful initiatives used by other housing authorities you represented or their related enterprises to expand or diversify their assets or properties under ownership or management. Only cite instances that have a reasonable expectation of being replicated in Broward County Florida.
2. Describe your experience to lead discussions and formulate portfolio-wide short- and long-term investment, expense management and reserve perspective.
3. Describe the grant, loan, philanthropic, or project subsidy sources you have integrated into a successful multifamily development.
4. Describe the largest financial stack (most sources) project sources in one transaction and your role in the project.

V. Fee Proposal:

Provide in the attached Fee Proposal – Exhibit B the hourly rate per position.

Note that the fee proposal will be submitted as a separate item using the attached Fee Proposal – Exhibit B.

The offeror with the lowest price will receive the maximum points allowed. All other proposals will 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 price points. The result is the awarded points.

This is determined by applying the following formula:

$$\textbf{(Low Price / Proposer's Price) x Price Points = Proposer's Awarded Points}$$

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.

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

\\$125,000

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

- 5.3 A vendor shall not contact any employee and/or evaluation committee member should the individual members of the evaluation committee be made known to the firm in any manner between advertisement of this solicitation until 72 hours or any appeal time, whichever is longer, after the final award. At the sole discretion of BCHA, a firm who contacts a member of the evaluation committee may result in BCHA's rejection of that firm's proposal.
- 5.4 All persons having familial (including in-law) relationships with principals or employees of a firm 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.
- 5.5 In the event of scoring ties among the top three ranked, interviews will be held and a numeric rating will be awarded to the tied firms based on the number of interviewees. For example, if two firms tie for #1 in points, then post interviews they would be ranked 1 and 2. If three firms tied for number two, then they would be ranked number 2, 3, and 4 after the interviews. All prior scores and rankings will not be considered. In the event the highest ranked firm is unable to fulfill the expectations then the BCHA would move to the next numerically ranked respondent.
- 5.6 Notification of the results of the evaluation including the name of the successful firm will be posted on BCHA's website and on the DemandStar website.

6.0 Proposal Preparation and Submission Outline:

- 6.1 Firms will submit proposals that respond to the factors listed in the above section 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 All responses submitted shall be formatted in accordance with the below table:

File Name	Content
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Part 3 RFP 22-310 (Vendor)	Forms, and Addenda (if any): <ul style="list-style-type: none"> • Attachment A – Proposal Submission Form • Attachment B – Profile of Firm Form • Attachment D – Sworn Statement Under Section 287.133(3)(A) • Attachment E – Certification Pursuant to Florida Statute 287.135 • HUD-5369-A, Representations, Certifications, and Other Statements of Bidders: https://www.hud.gov/sites/documents/5369-A.PDF • Addenda (if any)

6.3 Presenting the Proposal:

- The Evaluation Criteria Response - Technical Proposal (Evaluation Factors I through IV) must not exceed twenty-five (25) pages in length when printed, excluding resumes, certificates, licenses, organization chart, indexes, and financial statements. If a Technical Proposal exceeds 25 pages, excluding resumes, certificates, licenses, organization chart, indexes, and financial statements, the pages over 25 will not be provided to the Evaluation Committee for evaluation. The proposal must be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Double-sided pages will be counted as two pages. Type size shall not be less than 11-point font. The proposals pages shall be numbered.
- The Proposer will 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.
- 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 which should be **clearly referenced**. Any information the firm 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 firm's proposal. BCHA may award a contract without discussions on the basis of the initial offers received; therefore, each initial offer should contain the firm's best terms from a price and technical standpoint.
- 6.6 The firm will ensure that the response is received by the time and date indicated on the first page of this solicitation. Submissions received after the submission deadline will not be accepted.
- 6.7 Firms 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 firm hereby agrees to comply with all of the conditions and requirements set forth within those documents.

7.0 Insurance and License Information

- 7.1 Before a contract pursuant to this Request for Proposal (RFP) is executed, the apparent successful Proposer must hold all necessary, applicable professional licenses required by the State of Florida and all regulatory agencies necessary to complete the Service. The successful proposer will obtain, at the proposer's expense, any permits, certificates and licenses as may be required in the performance of work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. BCHA may require any or all bidders to submit evidence of proper licensure.
- 7.2 Prior to the contract execution and within **5** 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.
- 7.3 An original certificate evidencing the contractor's current **worker's compensation** carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability;
- 7.4 An original certificate evidencing **Commercial General Liability** coverage evidencing a minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, An

original certificate showing the contractor's **Automobile vehicle insurance** coverage in a combined single limit of \$1,000,000.

- 7.5 The successful vendor, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with potential recovery in excess of twenty percent (20%) of available coverage. BCHA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change;
- 7.6 The premium cost of all insurance purchased by the successful vendor for protection against risks assumed by virtue of the contract shall be borne by the successful vendor and is not reimbursable by BCHA;
- 7.7 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.

8.0 Administrative Terms and Conditions

In order to maintain a fair and impartial competitive process, BCHA shall avoid private communication concerning this procurement with prospective Vendors during the entire procurement process. From the issue date of this RFP until the final award is announced, Vendors are not allowed to communicate about this RFP for any reason with any BCHA staff except through the RFP Point of Contact named on the first page of this solicitation, 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. BCHA reserves the right to reject any firm's proposal for a violation of this provision.

- 8.1 Proposers will address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet. Firms 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 firm's submittal to this solicitation.
- 8.2 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.
- 8.3 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.

9.0 Miscellaneous Provisions and Requirements

- 9.1 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 Contracting Officer or designee, who shall issue a written decision on the matter no later than five (5) working days following receipt of the bid protest/award. The Procurement Manager 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 contractor may appeal the initial decision to BCHAs' CEO. BCHAs' CEO shall then issue a decision on the appeal no later than ten (10) working days following receipt of the request of the appeal. The decision of BCHAs' CEO shall be final, and no further appeal shall be authorized within BCHAs.

- 9.2 All costs incurred, directly or indirectly, in response to this solicitation, which costs to include the preparation, submittal, or presentation of the proposal, will be the sole responsibility of, and borne by, the firm. BCHAs will provide no reimbursement for such costs.
- 9.3 If BCHAs amends this solicitation, all terms and conditions which are not amended remain unchanged. The firm is solely responsible for monitoring BCHAs's website for any addenda issued. Firms must acknowledge at the proposal submittal all addenda issued on BCHAs's website to ensure that such addenda are considered in their submitted proposals. **All Firms are encouraged to frequently check BCHAs's website for additional information.**
- 9.4 Firm 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 BCHAs'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 BCHAs employee who formulates policy or who influences decisions with respect to any BCHAs project connected to this proposed contract, or is immediate family of a BCHAs employee, or is a partner with a BCHAs 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).

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

9.6 It is the policy of BCHA that all firms that conduct business with BCHA must be authorized and/or licensed to do business in Florida. Firm is responsible for contacting their local city and county authorities and the State of Florida to ensure that Firm 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 Firm.

9.7 E-Verify

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. BCHA, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. BCHA, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the BCHA for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the BCHA as a result of termination of any contract for a violation of this section.

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

9.8 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 firm shall comply in all respects with Florida's Public Records Law. Specifically, the awarded firm 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 firm'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 FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'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

- 9.9 All documents and information generated, prepared, assembled or encountered by or provided to BCHA pursuant to this RFP are the property of BCHA. Firms shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BCHA as a result of this RFP.
- 9.10 In submitting a proposal, each firm 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 firm from advertising or promoting the fact of a firm relationship with BCHA in the course of a firm's marketing efforts unless BCHA specifically agrees otherwise in writing.
- 9.11 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 firm is offering BCHA, the contracted firm 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.

- 9.12 Proposers are subject to Instructions to Offerors – Non-Construction, HUD Form 5369-B, at <https://www.hud.gov/sites/documents/5369-B.PDF>.
- 9.13 Proposers are subject to General Contract Conditions – Non-Construction, HUD Form 5370-C, at <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf>
- 9.14 Proposers are subject to 24 CFR 75, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3, at <https://www.ecfr.gov/current/title-24/subtitle-A/part-75>. The proposer shall be required to, as detailed therein, “to the greatest extent feasible ... provide economic opportunities to low- and very-low income persons,” meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.

10.0 Contract Award

By completing, executing, and submitting a proposal 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.

- 10.1 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.

- 10.2 Contract Document

The successful firm will execute an open-end contract with the BCHA (See Exhibit C as a sample).

- 10.3 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.

- 10.4 Unauthorized Sub-Contracting

The successful firm 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.

10.5 Insurance Requirements:

Prior to award but not as a part of the proposal submission, the successful proposer will be required to provide an original certificate evidencing General Liability coverage as described in Section 5.1.4. above, naming BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy. BCHA shall be named the Certificate Holder using the following name address:

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

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

10.6 Contract Period

The initial contract period shall start with the expiration date of the previous contract or date of execution, whichever is the latest, and shall terminate two (2) years from that date.

The Contracting Officer may renew this contract for three (3), subsequent one-year renewal periods subject to Proposer acceptance, satisfactory performance and determination that renewal will be in the best interest of the BCHA.

10.6.1 Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of the expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period unless subject to price adjustment specified as a "special condition" hereto.

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

10.7 Work Assignment Negotiation

BCHA and Contractor shall have the right to negotiate the terms of each work assignment and to reject any work assignment if the parties cannot agree to the terms of the required

service(s). Contractor agrees not to bill BCHA for meetings required to negotiate or finalize the scope of work within each work assignment. In the event the parties cannot agree, BCHA may select the next proposer or seek additional proposals to complete subsequent work assignments. This approach shall not waive BCHA's right to terminate the contract.

11.0 Payment

In accordance with the fee proposal, the vendor will submit invoices to the Accounts Payable Department, at payments@bchafll.org and by mail to:

Chief Operating Officer (COO),
Broward County Housing Authority,
4780 N. State Road 7
Lauderdale Lakes, FL 33319.

- 11.1 A Written Agreement will be issued to the successful proposer after award and after receipt of the documents specified herein.
- 11.2 No advance payments for the goods and/or services, unless otherwise approved by BCHA and/or each property.
- 11.3 Vendor invoices shall reflect the prices established for the items on the contract.
- 11.4 Only properly submitted invoices will be officially processed for payment.
- 11.5 Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.
- 11.6 Also, prior to the contract execution and within 5 business days of notification of award, the successful vendor will be required to provide a copy of the company's W-9 Form, and a completed direct deposit form. Such form will be provided at time of award.

LAST PAGE OF DOCUMENT

Attachments below:

Exhibit A – Scope

Exhibit B – Fee Proposal

Exhibit C – Sample Form of Contract

Attachment A – Proposal Submission Form

Attachment B – Profile of Firm Form

Attachment D – Sworn Statement Under Section 287.133(3)(A)

Attachment E – Certification Pursuant to Florida Statute 287.135

HUD-5369-A, Representations, Certifications, and Other Statements of Bidders

RFP 22-310 Financial Advisor Services

Scope of Work – Exhibit A

1.0 Scope of Work

General Requirements and background Information: To provide Financial Advisory Services to the Broward County Housing Authority (BCHA) and two (2) Non-Profit's with related enterprises under contract with the BCHA.

The Broward County Housing Authority (BCHA) desires to create and preserve affordable housing options to income eligible residents of Broward County in South Florida. The BCHA is responsible for the effective management and stewardship of public funds that support the Housing Choice Voucher program and reserve accounts for a portfolio of HUD Multifamily (RAD) properties. The BCHA also partners with other community funders and housing providers, that include County and Municipal financial sources, to address special population housing needs or localized housing needs. The BCHA continues to seek multifamily acquisitions and redevelopment options, new single-family housing options, housing rehabilitation, self-development opportunities, community partnerships, and developer partnerships to address and support the need for quality housing for all residents.

Also, Low-Income Housing Tax Credit (LIHTC) partnership exit strategy development, refinance and resyndication guidance is anticipated.

Further perform Operational Quality Assurance Reviews of all Central Office Cost Center (COCC) functions, General Ledger (GL) allocations, reserve balance levels and other Quality Assurance (QA) to include I.T. and Procurement functions to create Key Performance Indicators (KPIs) that include but are not limited to operating norms and reporting norms compared to national Public Housing authority (PHA) norms; staffing ratios; and separation of duties.

Negotiate debt and equity instruments; and forecast BCHA and project financial sustainability. Relationships and experience with the Florida Housing Finance Corporation, Federal Home Loan Banks, HUD, debt and equity providers and other affordable housing financial resources useful. Initiation of a project-based voucher development program is anticipated.

1.1 Services are estimated to start in May 2022.

1.2 The initial contract period shall start on date of execution and shall terminate two (2) years from that date. BCHA may renew this contract for an additional three (3), one-year periods, subject to satisfactory performance, vendor acceptance and determination that the renewal is in the best interest of Broward County Housing Authority.

1.3 All prices, terms, conditions and specifications will remain for the initial contract period (2 years).

1.4 Requests for price increases shall be submitted in writing, ninety (90) days prior to the termination date of the contract in order to be effective for the subsequent contract term.

1.5 If there is a price increase at renewal, it will be limited by the prevailing Consumer Price Index or other agreed upon metric for the local area and subject to negotiation.

2.0 General Information and Service Requirements

The Financial Advisor would serve in a capacity analogous to an extension of the Executive Staff, advising the BCHA as needed on the fiscal condition of the BCHA and various operating components; investment options for funds on hand; review and advise on any purchase, sale, or transfer of investment securities; analyze sufficiency of reserve accounts; forecast and advise on emerging financial trend lines; calibrate risk and appropriate use of leverage through debt; analyze, coordinate and recommend action in advance of all property refinance or mortgage actions; lead or participate in all negotiations with debt and equity providers; review all internal accounting, financial reporting and support systems such as Procurement and Information Technology from a quality perspective to provide QA checks and balances as an additional level of executive oversight. Provide strategic direction on program operations or real estate related transactions to yield the optimal return on investment while maintaining program quality and examine new pilot programs or financial products that enhance local flexibility and sustain or grow program and rental operating performance.

Advise on internal budget planning and methods to improve BCHA operating cash flow; cash management analysis; utilization of multifamily operating revenues and Program Income in support of new housing and housing development initiatives; consideration of ground lease options; internal project development loan options, sale/leaseback of debt free assets; and recommend methods to create recurring revenue streams that support expansion and maintenance of portfolio assets; and review transfers of funds related to Housing Choice Vouchers (HCV) and the account designation or GL designation for the use of refinance proceeds or asset sale proceeds focused on long term asset sustainability and portfolio expansion as appropriate.

The Financial Advisor would also have the capacity to integrate the historic operational program income derived through HUD program administration and cost of staffing and program administration with long term financial management planning to forecast not-for-profit multifamily expansion and/or BCHA cost reductions or program initiatives to support all BCHA operations in five year increments; and strategies around BCHA reserves, replacement reserves; and operating reserves to preserve mature housing assets and advance program administration.

- 2.1.1.1 Assist to identify and recommend philanthropic opportunities or grant strategies to secure new sources of housing development funds and funds to house those in need of deep subsidy;
- 2.1.1.2 lead analysis on private equity options outside the tax credit program;

- 2.1.1.3 develop a mortgage, refinance, or asset sale strategy to monetize stabilized multifamily properties;
 - 2.1.1.4 lead an organizational analysis of the Central Office Cost Center;
 - 2.1.1.5 assist in outcome based and sustainable Strategic Plan Development;
 - 2.1.1.6 advise on Reserve Account adequacy for long-term planning;
 - 2.1.1.7 Review Risk Management items such as Health Care Benefit Costs, Property and Casualty coverages and costs; and long-term fund requirements for accrued items such as pension, sick, or vacation leave and advise on implications or approaches to improve.
- 2.2 The Financial Advisor will be expected to be a meaningful or lead participant in the development of plans and measurable metrics that will guide the expenditure of financial resources in a rapidly evolving South Florida real estate market. Customization of approaches sensitive to South Florida market conditions will be critical.
- 2.3 The BCHA may from time to time use proprietary non-federal funds for credit enhancements, project development, development loans, predevelopment soft costs, property options, or other purposes in order to be effective within a highly competitive multifamily marketplace. Risk and ROI analysis will be required.
- 2.4 Revenue generating strategies as well as financial compliance are of paramount importance. The BCHA is one of six housing authorities operating in Broward County, where demand for affordable housing typically exceeds availability. Opportunities may exist for multi-party housing authority collaboration, or non-profit collaboration and deal structure and negotiation will be required.
- 2.5 The Financial Advisor is expected to provide advice regarding the development and implementation of new and existing financing techniques, for example Essential Services Bonds, mixed income, mixed use development, and project based voucher utilization; other options may include Foundations, Family Office benefactors, or access to programs, such as “Neighborhood Homes Investment Act” or Federal Home Loan bank or housing infrastructure funds as applicable to expand the affordable housing inventory.
- 2.6 The Primary Point of Contact for the firm or company to the BCHA shall be regarded as a Senior Executive or Key Principal. Changes in the primary point of contact or work responsibilities must be approved by the BCHA and changes can be denied.
- 2.7 The Financial Advisor is anticipated to avoid the appearance of a conflict of interest. That may require they shall unconditionally represent the BCHA on all business and negotiations involving financings, refinancing, acquisitions, and matters affecting the expansion of affordable housing, or investment strategies around the use of reserves.

- 2.8 Assist in designing a structured plan to solicit and attract potential joint venture partners and non-tax credit based partnerships regarded as social enterprise or community based partnerships.
- 2.9 Analyze and make recommendations with respect to housing and financing proposals made to BCHA by investment bankers, developers, community groups, civic associations or others.
- 2.10 Assist in the competitive or negotiated sale of any bonds; review and advise the BCHA as to reasonableness of the timing of the sale, the gross underwriting spread and the price of the bonds.
- 2.11 Provide advice regarding the syndication of any tax credit program in conjunction with projects under development or to be developed. Advice will include the review and consultation on partnership documents, specific covenant provisions and reasonableness of syndication fees, expenses and net proceeds. The Advisor may be asked to coordinate the bidding of such tax credit syndication with qualified institutional buyers.
- 2.12 Expertise in year 15 LIHTC exit strategies is mandatory.
- 2.13 The Financial Advisor may assist the BCHA with the preparation of RFP's and the identification or selection of other professionals needed by the BCHA to expand the inventory of affordable multifamily housing, or establish or negotiate parameters for new community partnerships and joint ventures. Further, where appropriate and beneficial subcontract with other professionals to realize timely and vetted delivery of projects or services previously approved by the BCHA.
- 2.14 Consult with the BCHA, their solicitor, bond counsel, investment bankers, and other entities deemed appropriate by BCHA on the terms, conditions and structure of the bond issues, tax credits, or other forms of mixed finance most appropriate for the program of work being considered by the Authority, following a review of development proposals, proformas, fees and expenses.
- 2.15 Provide information, advice and assistance to the BCHA from time to time in its general operations concerning matters that may affect the interests of BCHA including state, local, or federal rules and regulations affecting housing, voucher administration, funding options, tax law changes and investment of available funds. A review of affiliated entities investment policy, outsource considerations, internal Shared Services Agreement and procurement policy between the BCHA and the Affiliates for commercial sufficiency is anticipated.

Work with BCHA and related professionals in the development of a coordinated business approach to sustain and expand properties and programs under Authority management recognizing Florida Law. Assistance in redevelopment or

acquisition of expiring tax credit properties throughout Broward County or beyond Broward County lines; adoptive reuse of non-traditional assets for housing; assist the BCHA to become a redevelopment partner of choice for municipalities; and prepare metrics, like IRR or other criteria, for consideration in new lines of program administration or the continuation of existing service contracts and administration.

- 2.16 In all investment, disposition matters, exit from any line of business, or change in strategic direction offer a comprehensive analysis of economic performance, replacement costs, opportunity costs, missed opportunity costs, worst case scenarios and financial modeling to determine the financial viability of each opportunity as a component of BCHA's overall operations and the benefit as a viable and sustainable business approach, line of business, project, or asset.
- 2.17 Leverage the previous formation of two not-for-profit enterprises in contract with the BCHA. Advise on anticipated long-term financial operating needs of properties primarily financed through the sale of tax credits. Review reserve balances and make actionable recommendations to sustain the BCHA as a housing leader in Broward County.
- 2.18 Prepare a customized project-based voucher program or approach to expand community partnerships or enhance financial viability of portfolio assets.
- 2.19 Evaluate money management and investment strategies related to not-for-profit activities with the intent to establish and grow an internal perpetual affordable housing fund, or maximize yield through non-Treasury investment, and corresponding policy for Board of Director consideration.
- 2.20 The vendor must have experience evaluating mixed finance or mixed income housing proposals, utilizing bonds, tax credits, HOME funds, SHIP funds, CDBG funds, CRA, Federal Home Loan bank proceeds, FHA or other new or temporary sources (example special purpose or emergency) of housing financial assistance.
- 2.21 Prepare and present best case/worst case scenarios for the expansion or redevelopment of affordable rental housing to the BCHA Board, rating agencies, insurance agencies and potential investors and assist the Authority calibrate risk relative to long term goals and overall impact on portfolio.
- 2.22 Represent the BCHA without conflicts of interest on other business transactions such as banking services; debt and equity placement; or developer representation; oversee the costs and reporting requirements associated with each financial source or program; review preliminary and final term sheets or closing documents; assist in contractual negotiations with any co-developer or partner.
- 2.23 Ability to assist in securing non-tax credit equity sources, such as pension funds, insurance companies, REITS, Sovereign Wealth Funds, or Sponsorships, and a timeline not to exceed the initial term of the Agreement, to support risk calibrated

leveraged acquisitions or other investment or strategic opportunities.

2.24 Ability to assist staff in budget preparation and present quarterly financial reports to Board of Commissioners or Board of Directors if requested.

3.0 Vendor’s Responsibilities

- 3.1 The vendor will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services, as provided for herein, furnished by the vendor, its subcontractors, and its and their principals, officers, employees, and agents. In performing such services, Vendor shall follow practices consistent with generally accepted professional and technical standards.
- 3.2 Personnel: All employees of the Vendor shall be considered to be, at all times the sole employees of the Vendor, under their sole direction and not an employee or agent of BCHA.
- 3.3 Changes in Key Personnel: BCHA shall reserve the right to demand and receive a change in personnel assigned to the work if BCHA believes that such change is in its best interest and for the completion of the assigned work or reasonably anticipated work.
- 3.4 Standards of Conduct: The Vendor shall be responsible for maintaining satisfactory standards of employees’ competency, conduct, courtesy, appearance, honesty, and integrity.
- 3.5 Vendor shall have in its employ, or under its control, sufficient qualified, experienced and competent personnel to perform assigned tasks in a professional and timely manner. A key principal or senior level executive shall be responsible for overseeing the work product of all those assigned to BCHA matters.
- 3.6 Must be available to present or interact with independent audit committee; HUD, OIG; or similar overseer and present to Boards, Agencies, and public bodies relevant to the BCHA.

4.0 Service Location

4.1 The services specified within the scope of work will be rendered primarily at the respondent’s office location and on-site at BCHA’s Headquarters, 4780 North State Road 7, Lauderdale Lakes, Florida 33319-5860.

Service Location	Contract Administrator
BCHA Corporate Offices Headway Office Park 4780 North State Road 7 Fort Lauderdale, FL 33319	Parnell Joyce Tel: 954-739-1114, ext. 2342 Fax: 954-535-0407

Building on Success

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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 22-310, Financial Advisor Services**.

In strict accordance with the specifications dated xx-xx-xxx as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof. This contract is for two (2) years, expiring on _____; with three (3) one (1) year renewal option periods.

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

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

- a) This instrument
- b) Specifications, Terms and Conditions contained in RFP 22-310
- c) Insurances (Naming Broward County Housing Authority as Additionally Insured)
- d) Licenses
- e) Board Resolution Number _____

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

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

ATTEST

FEIN _____

SS# _____

ATTEST

CONTRACTOR:

By: _____
Name/Title _____
Business Address:

BROWARD COUNTY HOUSING AUTHORITY

By: _____



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.

Bid 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 Coming Soon! 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 an 'E-Bid Progress' section 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 a 'Required Documents' section. It lists 'Agency Accepted File Formats' such as Adobe Acrobat (.PDF), AutoCAD Drawing (.DWG), GIF Image (.GIF), Microsoft Excel (.XLS), Microsoft PowerPoint (.PPT), Microsoft Word (.DOC), Microsoft Word (.DOCK), Plain Text (.TXT), Plot file (.PLT), Rich Text Format (.RTF), TIFF Image (.TIF), and WordPerfect (.WPO). Below the list is a table for document submission:

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

At the bottom of the right column is a 'Supplemental Documents' section with a text input field for 'Document Title' and an 'Add Document' button. At the very bottom are 'Previous' and 'Next' navigation buttons.

Step 4 continued

TIP:

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

The screenshot displays the 'E-Bid Response' interface. On the left, the 'Bid Details' section shows the Agency Name as 'z z agencydtest2.0 TEST', Bid Number as 'Ebid-DSTESTB04 29-06-2020-0-2020/sdS', Bid Due Date as '07/21/2020 11:00 AM (Pacific)', Bid Opening as '13 days 00 hour, 19 minutes, 55 seconds Remaining', and Bid Name as 'DSTESTB04 29-06-2020'. Below this is the 'E-Bid Progress' section with steps: Contact Information, Documents Upload, and Review Bid. A red arrow points from the 'Documents Upload' step to the main content area.

The main content area is titled 'E-Bid Response' and contains a 'Required Documents' section. It states: '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)'. Below this is a list of 'Agency Accepted File Formats' including Adobe Acrobat (*.PDF), AutoCAD Drawing Web Format (*.DWF), JPEG Image (*.JPG), Microsoft Excel (*.XLSX), Microsoft PowerPoint (*.PPT), Microsoft Word (*.DOCX), Plot File (*.PLT), TIFF Image (*.TIF), ZIP Compressed Archive (*.ZIP), AutoCAD Drawing (*.DWG), GIF Image (*.GIF), Microsoft Excel (*.XLS), Microsoft PowerPoint (*.PPTX), Microsoft Word (*.DOC), Plain Text (*.TXT), Rich Text Format (*.RTF), and WordPerfect (*.WPD).

Below the file formats is a table for 'Required Documents':

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

Below the table is a 'Supplemental Documents' section with the text: 'You can upload additional documents here.' It includes a text input field for 'Document Title' and an 'Add Document' button.

Below the input field is another table for 'Supplemental Documents':

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

At the bottom of the interface are 'Previous' and 'Upload All' buttons.

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 displays the DEMANDSTAR web interface for reviewing an eBid response. 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 is divided into several 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:** A vertical progress bar with three steps: Contact Information (completed), Documents Upload (completed), and Review Bid (current step).
- Contact Info:** Company Name: Calgon Carbon Corporation; Address 1: P.O. Box 717; Address 2: Pittsburgh; 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) (checked).
- Supplemental Documents:** References(Electronic/Online) (checked).

At the bottom of the page, there are two buttons: 'Previous' and 'Submit Response'. A red arrow points to the 'Submit Response' button. Below the buttons, there is a small text box with instructions: 'After clicking "Submit Response" the following process will begin: 1. We will verify that your response is complete as entered. 2. You will see a confirmation page with your confirmation number and date/time stamp of your upload. 3. You will receive a confirmation e-mail indicating a successful response submittal. 4. You may track your response submission under the Responses page. If you do not receive any of the above, please call Supplier Services at (206) 940-0305.'

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 application 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 REPL...' 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-5468A		
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