



**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 16-250
REQUEST FOR PROPOSAL**

MARKETING ANALYSIS RESEARCH AND CONSULTING SERVICES

DATE OF ISSUE: JANUARY 17, 2017

QUESTIONS DUE: FEBRUARY 07, 2017 4:00 PM (EST)

PROPOSALS DUE: FEBRUARY 28, 2017 2:00 PM (EST)

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

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1. Introduction

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

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

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

BCHA maintains a website at <http://www.bchaf1.org> with information for clients, landlords, prospective business partners, and the public at large.

2. Solicitation Background and Anticipated Schedule

BCHA is seeking to obtain proposals from firms qualified to perform services as described within the Scope of Work listed below.

This solicitation is subject to the BCHA Procurement Policy, as revised September, 18, 2013, a copy of which will be provided upon request.

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

Anticipated Solicitation Schedule Event	Date (and Time)
RFP Published	January 17, 2017
Site Visit	N/A
Pre-Bid Meeting	N/A
Deadline for Receipt of Questions and/or Comments via E-Mail	February 7, 2017 4:00 PM EST
Date of Addendum for Response to Questions	February 9, 2017
Deadline for Proposal Submissions	February 28, 2017 2:00 PM EST
Evaluation Committee Review of Proposals	March 06 - March 10, 2017
Interviews	March 13 - March 17, 2017 (if applicable)
Approval by Board of Commissioners – Anticipated Date	April 19, 2017
Effective Date of New Contract – Anticipated Date	May 01, 2017

3. Reservation of Rights

3.1 BCHA reserves the right to reject any or all proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by BCHA to be in its best interest.

3.2 BCHA reserves the right not to award a contract pursuant to this solicitation.

- 3.3 BCHA reserves the right to award separate agreements based on criteria that BCHA determines to be appropriate. BCHA reserves the right to name a secondary or backup contractor to be utilized based on criteria that BCHA determines to be appropriate.
- 3.4 BCHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience or for contractor default upon ten days written notice to the successful proposer(s).
- 3.5 BCHA reserves the right to 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.
- 3.6 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.
- 3.7 BCHA reserves the right to retain all responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer.
- 3.8 BCHA reserves the right to negotiate the fees submitted.
- 3.9 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 and HUD provided forms, or
 - failure of the proposer to check for addenda or corrections and adhere to any revised requirements.
- 3.10 BCHA 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 BCHA will not waive trial by jury.
- 3.12 BCHA at its sole discretion will select a venue for any legal proceedings arising from this contract.
- 3.13 This request for proposal and any subsequent contract supersedes any other agreement with contractor/vendor.

4. Scope of Work

- 4.1 **General Requirements:** The Broward County Housing Authority (BCHA) is actively soliciting proposals from qualified a Research Consultant or firm to provide Market analysis research services to BCHA. All proposals submitted in

response to this solicitation must conform to all requirements and specifications outlined within this document in its entirety.

4.2 Background Information

The BCHA desires to develop single family and multifamily rental housing on a vacant parcel in Deerfield Beach, Florida. Said parcel is currently subject to a Housing and Urban Development [HUD] Declaration of Trust which will require the development plan demonstrate “commensurate public benefit” in exchange for the release of the property to a not-for profit enterprise. The site previously included forty-two single family rental properties made available to low income residents. HUD approved a plan that allowed a plan that allowed demolition of the homes and a concept to rebuild thirty eight (38) market rate homes and four (4) “affordable” homes. Those plans were curtailed in the collapse of housing market and were not realized.

It is the preliminary intention of the BCHA to convey the site to Building Better Communities, Inc., BBC a non-profit multifamily housing provider following a release from the Declaration of Trust. BBC has a goal to increase density beyond the prior use and redevelop the site to accommodate fifty five [55] to eighty five [85] rental units.

Currently a perceived affordable housing need exists for low income households including but not limited to frail elderly and/or persons aging out of foster care. The market study/ analysis would need to identify underserved groups eligible for consideration by the Florida Housing Finance Corporation (FHFC) for a 9% tax credit award and the market need for housing to serve those populations. Further, the availability of wrap around supportive services if needed for the target population should also be examined.

Tax credit eligibility is a means to potentially house underserved populations and partially off-set development costs. Other populations with a critical need for professionally managed and high quality affordable rental housing should be identified with data to support need, customized design elements and costs to consider if needed, and absorption rates for each group.

It is anticipated the redeveloped site could provide housing to three distinct income groups. One group will earn up to 60% of the area median income (AMI) (The FHFC group). The second group will be in the 60 – 80 % AMI range (the low/moderate income group). The third income group will range from 80 to 120 % of the AMI (the attainable housing group). The feasibility for a combined mixed income rental community on vacant parcel must be examined, along with a ratio by housing group type, and a unit mix recommendation within each group to include the bed/bath and living space recommendations. Finally, a shared equity

[community land trust model] concept of single family, rent to own, housing should be examined for families earning from eighty [80] to one hundred and twenty [120] percent of the AMI to ascertain the maximum building cost (related to income) and depth of the consumer market for the product must be examined.

The site is neighborhood oriented and the perimeters face single family homes.

This market analysis will be used as a part of the HUD disposition process, unit mix selection, budgeting, site planning, subsidy layering, and possible developer selection process.

Because the property previously operated as a Public Housing site, respondents should acquaint themselves with HUD notice PIH 2016-20 (HA) 2 CFR 200.311(c)(1) Disposition Instructions for the Public Housing Agency.

4.3 Minimum actions to complete the scope of work:

- 4.3.1 Provide the BCHA with a market analysis to determine rental housing demand in the area generally bordered by Sample Road, Dixie Highway, NE 39th Street, and NE 5th Avenue for which an affordable housing development is being planned.
- 4.3.2 Identify the needed data, collection methodology, and possible correlation of needs assessment to potential funding sources, if known.
- 4.3.3 Assess potential affordable housing need of nearby employers [e.g. healthcare] based on staffing compensation or staffing turnover for each income level to be served. Identify the employment sector [e.g. government, healthcare, telemarketing, etc.] and/or employment positions with the greatest need for new workforce / affordable / attainable housing within the service area [e.g. retail service personnel, personal aids, clerical staff, nurses, teachers, etc.].
- 4.3.4 Cite local government vision/plan for the neighborhood and relevant planning agency and local governmental approvals necessary. Cite the availability of a municipal density bonus to achieve the desired eighty five unit outcome.
- 4.3.5 Recognize potential future [competitive] development projects, and acknowledge the existence and impact to nearby multifamily properties Tallman Pines I and II. Recommend what is the most compatible or least competitive with those properties.
- 4.3.6 Based on household information [age, employment, income, population growth or decline, renter/owner ratios, and other trend lines] within the target market, describe your ability to strategically address identified need, for example, the overall greatest multifamily community need appropriate for this specific parcel; the essential bed/bath, living space size, amenity

package, or other “must haves” to be competitive or exceed the market expectations; and the anticipated rental rate per square foot that can be anticipated.

- 4.3.7 What features are most relevant to consumers by rank in the leasing decision? (example: Turnpike/ Interstate access; the design “look” of the property; responsive property management; safety; cost; clubhouse/ community amenities; low utility costs; living/kitchen space; Wi-Fi availability; appliance package, kitchen/washer dryer; other.
- 4.3.8 The depth of the end user income levels must be categorically broken out in ranges, between 50 – 60 % of AMI, 60 – 80 % of AMI, and 80 -120 % of AMI. Also provide existing housing availability by income level for renter and owner within the income targets.
- 4.3.9 Quantify the total number of future housing units needed by type and price range for Deerfield Beach, FL.

Note: The proximity of the site to the Interstate Highway, Turnpike, and the secondary arteries on bus routes may pull from a larger area. Site plan attached.

4.4 Awarded Vendor’s Responsibilities

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

5. Response

5.1 Licensing and Insurance Information

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

- 5.1.1 Proof of Insurance shall be provided to BCHA prior to the execution of a contract. Unless otherwise stated by BCHA, the successful proposer(s) will be required to obtain and maintain the following insurance coverage during the entire Contract Term:
- 5.1.2 Proposer shall submit an original certificate evidencing the proposer's current Worker's Compensation carrier and coverage amount. BCHA will not accept state waiver of worker's compensation insurance liability;
- 5.1.3 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;
- 5.1.4 Professional Liability: Professional Liability insurance in the amount of not less than \$1,000,000 per claim; \$2,000,000 aggregate.
- 5.1.5 Vendor agrees, and hereby authorizes its insurer, to notify BCHA of any substantial change in such insurance coverage described herein. Substantial change includes, but is not limited to, events such as cancellation, non-renewal, reduction in coverage, or receipt of a claim against such coverage with a potential recovery in excess of twenty percent (20%) of available coverage. BCHA shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.
- 5.1.6 The premium cost of all insurance purchased by the Vendor for protection against risks assumed by virtue of the contract shall be borne by the Vendor and is not reimbursable by BCHA.
- 5.1.7 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.

5.2 Proposed Services

Not applicable.

5.3 Client References (Attachment D)

5.3.1 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 performed currently or within the past two years.

5.3.2 Include information specifying if the clients are past or current.

5.3.3 Advise clients being submitted as references that they may be contacted by BCHA staff in the evaluation of the response.

5.4 Site Visit

Permissible but not required.

5.5 Pre-Bid Meeting

Not applicable

5.6 Response Submission

5.6.1 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.

Tab	Contents
1	Form of Proposal: Attachment A of this solicitation document.
2	Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract found At http://www.hud.gov/offices/cpo/forms/hud5369c.pdf
3	Profile of Firm Form: Attachment B of this solicitation document with IRS Form W-9, license, and insurance certificates.
4	Response to Evaluation Factor 1: Organizational Overview. Submit response as Attachment C-1 . See Section 7.1.
5	Response to Evaluation Factor 2: Firm's Strategy and Program Development. Submit response as Attachment C-2 . See Section 7.2.
6	Response to Evaluation Factor 3: Fee Information. Submit response on Fee Sheet listed as Attachment C-3 . See Section 7.3. (To submit in a separate sealed envelope)
7	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document.

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

**Broward County Housing Authority
Attn: Anthony Cariveau
4780 North State Road 7
Lauderdale Lakes, Fl. 33319**

5.7 Submission Responsibilities

- 5.7.1 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.
- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 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. BCHA may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer’s best terms from a cost or price and technical standpoint.

6. Administrative Terms and Conditions

6.1 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 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. BCHA reserves the right to reject the proposal of any Vendor violating this provision.

6.1.1 Vendors shall address all communication and correspondence relating to this solicitation to the contact person named on the cover sheet of this document. Vendors shall not make inquiry or communicate with any other BCHA staff member or official, including the Audit Committee and the Board of Commissioners, pertaining to this solicitation. Failure to comply with this requirement may be cause for BCHA to disqualify from consideration a response submitted by the proposer doing so.

6.1.2 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.

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

6.2 Notices

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

Anthony J. Cariveau, Purchasing Director
Broward County Housing Authority
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 Purchasing Director or designee, who shall issue a written decision on the matter. The Purchasing Director 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 Purchasing Director, he or she may appeal to the CEO. Such appeals shall be in writing (see above) and must be submitted within five (5) days after the Purchasing Director's written decision is released. The written documentation is to include language that details how the written decision of the Purchasing Director is in error. The decision of BCHA's CEO 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 Vendor. The cost for developing the proposal and participating in the procurement process (including the protest process) is the sole responsibility of the Vendor. BCHA will 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 Vendor to monitor BCHA's website for any addenda issued. Each Vendor must acknowledge all addenda issued on BCHA's website so as to ensure that addenda are considered in their proposal response. All Vendors are encouraged to frequently check BCHA's website at www.bchafl.org for additional information.

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 BCHA's Board of Commissioners or any member of the Board of Commissioner's immediate family;
- II. Any BCHA employee who formulates policy or who influences decisions with respect to BCHA's project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner;

- III. Any public official, member of the local governing body, or State or local legislator (including members of the Broward County Board of Commissioners, or Florida legislator), or any member of such individuals' immediate family;
- IV. A member of or delegate to the Congress of the United States of America (defined as an individual appointed to oversee a territory or possession of the United States of America, such as Guam) or a resident commissioner;

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 BCHA employee can accept or solicit for themselves or for others, anything of value from Vendor or any person, corporation, or other entity doing business with or attempting to do business with BCHA.

6.8 Compliance with Law

While conducting business with BCHA, Proposer shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements, applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity strategies, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and shall provide for such compliance in the contract documents as required. It is the policy of BCHA that all proposers that conduct business with BCHA 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.

- 6.8.1 Proposers are subject to Instructions to Offerors – Non-Construction, HUD Form 5369-B, at <http://www.hud.gov/offices/cpo/forms/hud5369b.pdf>.
- 6.8.2 Proposers are subject to General Contract Conditions – Non-Construction, HUD Form 5370-C, at <http://portal.hud.gov/hudportal/documents/huddoc?id=5370-C1.docx>.
- 6.8.3 Proposers are subject to 24 CFR 135, Economic Opportunities for Low- and Very Low-Income Persons commonly referred to as Section 3, at http://www.access.gpo.gov/nara/cfr/waisidx_98/24cfr135_98.html. The proposer shall be required to, as detailed therein, "to the greatest extent

feasible ... provide economic opportunities to low- and very-low income persons,” meaning, if the proposer must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.

6.9 Public Access to Procurement Record

- 6.9.1 The BCHA is a public agency subjected to Chapter 119, Florida Statutes. The awarded vendor shall comply with Florida’s Public Records Law. Specifically, the awarded Vendor shall:
- 6.9.2 Keep and maintain public records required by BCHA in order to perform the service.
- 6.9.3 Upon request from BCHA’s custodian of public records, provide the public agency with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.
- 6.9.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to BCHA.
- 6.9.5 Upon completion of the contract, transfer, at no cost to BCHA, all public records in possession of the Vendor, or keep and maintain public records BCHA upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BCHA in a format that is compatible with the information technology systems of BCHA.
- 6.9.6 During the term of the contract, the Vendor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subjected to the approval of BCHA. The Vendor agrees to make available to BCHA, during normal business hours and in Broward, Dade or Palm Beach Counties, all books or account, reports and records relating to this contract.
- 6.9.7 **PUBLIC RECORDS: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

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 BCHA. Vendors shall not copyright, or cause to be copyrighted, any portion of any said document submitted to BCHA as a result of this RFP.

6.11 **Advertising**

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

6.12 **Government Restrictions**

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

7. **Evaluation Criteria**

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

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the 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 BCHA to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission. **Responses to each evaluation factor should be submitted as Attachments C-1, C-2 and C-3.**

Factor	Points	Description
1	20	Organizational Overview (submit as C-1) Experience, Strength, and Qualifications of Firm as it relates to this solicitation.
2	45	Strategy and Program Development (submit as C-2) Firm's Technical Response to RFP's Scope of Services
3	35	Fee Information (submit as C-3) (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)

- a. Provide a brief history of the firm, length of time in business, past experience and prior experience of firm, either number years performing similar work or number of income restricted analyses completed, if less than three (3) years in operation as it relates to the requirements of this solicitation. (See Scope of Works, section 4.3)
- b. Ability to interpret statistical analysis of demographic, economic, and other trends.
- c. Provide three (3) references 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)
- d. Summarize your past experience working with housing organizations and/or the nonprofit industry as it relates to the requirements of this solicitation.
- e. Describe your organizational structure. Provide the number of full-time employees and describe in detail the team that will be involved with the account on a day-to-day basis. Describe each person's role.
- f. Provide a biography for key individuals who will be assigned to the account, including tenure with the company.

7.2 Evaluation Factor 2 – Firm's Strategy and Program Development (Attachment C-2)

- a. Describe the firm's philosophy and approach for developing market research programs.

- b. Provide an overview of similar successful market studies that your firm has developed. Include innovative/creative approaches that were successful in achieving a client's market study objectives.
- c. Describe how you measure client satisfaction. Please provide your client retention rate.
- d. Cite prior experience conducting market analysis for income restricted properties or with an understanding of affordability restrictions.

7.3 Evaluation Factor 3 – Fee Information (To submit in a separate sealed envelope) (Attachment C-3)

- a. State your proposed lump sum to cover requirements as outlined in the Scope of Work section of this Request for Proposal. (See section 4.3)
- b. If you reasonably anticipate “out of pocket” costs from prior experience with similar public agencies, please indicate what the nature of those costs might be. Include a brief statement why your proposed billing methodology is in the best interest of the client.
- c. Include your anticipated schedule for completion.

7.4 Evaluation Method and Award Process

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

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

7.4.2 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. These Vendors may be chosen for an onsite interview. Final award will be approved by the BCHA Board of Commissioners.

7.4.3 BCHA will make a determination of whether, in the opinion of BCHA, the Vendor is capable of undertaking and completing the RFP scope of work delineated within this RFP in a satisfactory manner. BCHA will award a contract only to a responsible Vendor that has the ability to successfully perform under the terms of this RFP. BCHA'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 BCHA (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).

- 7.4.4 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.
- 7.4.5 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.
- 7.4.6 In the event of ties, determination of the top-ranked vendor will be made in accordance with BCHA procurement policies and HUD guidelines.
- 7.4.7 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 Commissioners. 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 Commissioners.

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 BCHA's Chief Executive Officer, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered.

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

8.3 Contract Document

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

that the proposer wishes to include therein and submits in writing a request for BCHA to do so; but the failure of BCHA to include such clauses does not give the successful proposer the right to refuse to execute BCHA' contract form.

It is the responsibility of each prospective proposer to notify BCHA, in writing prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The BCHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by BCHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

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

8.4 Contract Terms and Conditions

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

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 BCHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BCHA shall be void and may result in the cancellation of the contract with BCHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract.

8.6 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 BCHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of BCHA as an additional insured under said policy. BCHA shall be named as the Certificate Holder using the following name address:

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

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

8.7 Right to Negotiate Fees

BCHA 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 BCHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after BCHA has chosen the top-ranked vendor. If such negotiations are not, in the opinion of BCHA, successfully concluded within five business days, BCHA shall retain the right to begin negotiations with the next highest 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 Accounts Payable Department, Broward County Housing Authority, 4780 N. State Road 7, Lauderdale Lakes, Florida, 33319 or email at payments@bchafl.org.

BCHA will make no advance payments for the goods and/or services that are subject of this RFP, unless otherwise noted in the contract. Invoices may be submitted on no more than a monthly basis.

8.10 Invoicing Requirements

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

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

8.10.3 Each invoice must detail the service and location at which performed accompanied by a copy of the work order signed by the Contact Person indicating satisfactory completion of work. A separate invoice must be submitted for each date and location.

8.10.4 BCHA will pay the properly completed and authorized invoice within thirty (30) days of receipt.

8.10.5 BCHA will pay invoices by check or ACH

**LAST PAGE OF DOCUMENT
PLEASE SEE ATTACHMENTS**

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 16-250
REQUEST FOR PROPOSAL
MARKET ANALYSIS RESEARCH AND CONSULTING SERVICES**

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

X=Included	Tab	Contents
	1	Proposal Submission Form: Attachment A of this solicitation document.
	2	Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract found at http://www.hud.gov/offices/cpo/forms/hud5369c.pdf
	3	Profile of Firm Form: Attachment B of this solicitation document. Note that this document has two pages.
	4	Response to Evaluation Factor 1: Organizational Overview. Submit Response as Attachment C-1 . See Section 7.1.
	5	Response to Evaluation Factor 2: Firm’s Strategy and Program Development. Submit Response as Attachment C-2 . See Section 7.2.
	6	Response to Evaluation Factor 4: Fee Information. Submit Response on Fee Sheet listed as Attachment C-3 . See Section 7.3. (To submit in a separate sealed envelope)
	7	Client References: Attachment D of this solicitation document, addressing requirements as listed within solicitation document.

<p>CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:</p> <p>_____ ONE (1) ORIGINAL AND _____ THREE (3) COPIES OF YOUR PROPOSAL.</p>
--

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

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 16-250
REQUEST FOR PROPOSAL
MARKET ANALYSIS RESEARCH AND CONSULTING SERVICES**

PROFILE OF FIRM FORM – ATTACHMENT B
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1. Proposer Information

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

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

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

Yes No

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

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

Yes No

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

5. Please indicate the structure of your company.

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

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

to fix the proposal fee of affiant or of any other proposer, to fix overhead, profit, or cost element of said proposal fee, or that of any other proposer or to secure any advantage against BCHA or any person interested in the proposed contract; and that all statements in said proposal are true.

7. Licensing and Insurance Information

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

8. Copies of license and insurance certificates in accordance with Section 8 of this proposal should be submitted with the proposal.

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

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**BROWARD COUNTY HOUSING AUTHORITY
SOLICITATION NUMBER RFP 16-250
MARKET ANALYSIS RESEARCH AND CONSULTING SERVICES**

FEE INFORMATION – ATTACHMENT C-3 (To submit in a separate sealed envelope)

- A. Instructions: Please indicate the cost:
- B. **Note: Price shall include all labor, materials and associated costs.**

Item	Description	Total Price
1.	<p><u>Market Analysis Report:</u> All labor, materials and associated costs as per Scope of Work must be included.</p>	<p>\$ _____ / Total Lump Sum</p>

Delivery:
Delivery is desired within 60 calendar days after receipt of Purchase Order. Failure to meet this delivery date may be deemed as non-responsive.

Please indicate time after receipt of Purchase Order: _____ calendar days.

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

FORM OF CONTRACT

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

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

Article I - Statement of Work: The Contractor shall furnish all labor, material, equipment and services; perform and complete all work in accordance with the standard practice of the trade and in a timely manner for RFP 16-250 Market Analysis - Research and Consulting Services.

in strict accordance with the specifications dated December 2016 as prepared by the Broward County Housing Authority which said specifications and addenda are incorporated herein by reference and made a part hereof.

Article II - Contract Price: 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 16-250
- 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.

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

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

ATTEST
FEIN _____
SS# _____

ATTEST

CONTRACTOR:

By: _____
Name/Title _____
Business Address: _____

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

Tallman Pines Single Family Homes

SITE PLAN

