



REQUEST FOR APPLICATIONS

Consulting Services to Prepare/Write a Community Development Block Grant Disaster Recovery (CDBR-DR) Action Plan

Issued: Wednesday, February 26, 2025

Deadline: Friday, March 14, 2025

12:00 P.M. NOON

**APPLICATIONS RECEIVED AFTER 12:00 PM (EST)
March 14, 2025, WILL NOT BE ACCEPTED**

The RFA is available on-line at:

<https://www.broward.org/Housing/Pages/RFA>

In accordance with the Americans with Disabilities Act and Florida Statutes Section 286.26, persons with disabilities needing special accommodations to participate in the RFA process or Pre-Bid Workshop should contact 954-357-4900 at least 2 business days before any pertinent date or deadline.

Translation services available upon request. Servicios de traducción pueden ser disponibles bajo petición.

Issued by:

Broward County Housing Finance Division
110 NE 3rd Street, Suite 300
Fort Lauderdale, FL 33301

PROCESS & TIMELINE

PHASE ONE – Window of Opportunity for Assistance

- | | |
|--|---|
| a. RFA technical questions and answers | February 26, 2025 – March 12, 2025, at 12:00 P.M. (EST) |
| b. Pre-bid Workshop (Section 3) | March 4, 2025, at 10:00 A.M |

PHASE TWO – Deadline to submit Application

- | | |
|--|---|
| a. Deadline for Submission of Responses to the RFA: An Application must contain one (1) original clearly marked original, five (5) copies, and one searchable copy on a USB flash drive. | March 14, 2025, at 12:00 P.M. (EST) |
| b. Cone of Silence ¹ | February 26, 2025, or until the BOCC takes action which ends the RFA process. |

PHASE THREE²

- | | |
|---|---------------------------------|
| a. Fatal Flaw Review | March 14, 2025 |
| b. Application evaluation/scoring | March 17, 2025 - March 21, 2025 |
| c. Publication/Dissemination of scores | March 24, 2025 |
| d. Appeal period | March 24, 2025 – March 28, 2025 |
| e. Approval-Board of County Commissioners | Tentatively May 20, 2025 |
| f. Agreement /PO Preparation | May 21, 2025 – June 2, 2025 |

¹ The Cone of Silence is effective Wednesday, February 26, 2025, when the Evaluation Committee was appointed, which prohibits the Contractors from discussing their projects with the Evaluation Committee, the County Commissioners and their staff, County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, and any other person authorized to evaluate or recommend applications during this evaluation process. The Cone of Silence will continue to be in effect until project selection is complete and awarded by the Board of County Commissioners or the process is otherwise ended.

² Phase Three dates are tentative and subject to change without notice.

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Broward County Housing Finance Division (HFD)
Request for Applications (RFA)
Consulting Services to Prepare/Write a CDBG-DR Action Plan

Contractor Cover Sheet			
Contractor Agency Legal Name			
Main Administrative Address			
City, State, Zip			
Telephone Number		Fax Number	
Email Address		Website	
CEO/Executive Officer		CEO Phone	
Chief Financial Officer		CFO Phone	
Contact Person		Contact Phone	
Contact Email			
Agency Mailing Address			
City, State, Zip			
<p>Entity type (check all that apply)</p> <p><input type="checkbox"/> Private For-Profit Corporation/Limited Partnership <input type="checkbox"/> Private Non-Profit</p> <p>Attach as Exhibit "A" a Certificate of Corporation or of Limited Partnership from the Florida Secretary of State, or a printout from www.sunbiz.org, dated within twelve months of the Application due date, stating that the Applicant Agency is active. Failure to include this document will result in a FATAL FLAW and automatically remove the Application from further review.</p>			
Licensed to do business in FL	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Federal Identification Number			
UEI Number (required)			
Certification of Accuracy and Compliance			
<p>I do hereby certify that all facts, figures, and representations made in the Application are true and correct. Furthermore, all applicable statutes, terms, conditions, regulations, and procedures for program compliance and fiscal control, including but not limited to those contained in the Application Solicitation and Core Contract will be implemented to ensure proper accountability of contracts. The filing of this Application has been authorized by the contracting entity and I have been duly authorized to act as the representative of the agency in connection with this Application. I also agree to follow all terms, conditions, and applicable federal and state statutes.</p>			
_____	_____		
Date	Authorized Official's Signature		
_____	_____		
Authorized Official Title	Print Authorized Official Name		

**Broward County Housing Finance Division
Request For Applications (RFA)
Consulting Services to Prepare/Write a CDBG-DR Action Plan**

FATAL FLAW CHECKLIST

Failure to comply with or include any of the required items listed below that apply to the Contractor's status will result in a Fatal Flaw and removal from further consideration or approval.

	Required Items	YES	NO	N/A
1.	Signed Application was received by the due date and time.	YES	NO	
2.	Contractor Cover Sheet, Page 1 of the RFA, Certification of Accuracy and Compliance contain an original signature for the submittal of the Original Request for Application (RFA).	YES	NO	
3.	UEI Number is provided on Contractor Cover Sheet as required by the Federal Funding and Transparency Act (FFATA).	YES	NO	
4.	<p>The Contractor is responsive and responsible for addressing the activities for which funds are available.</p> <p>A Responsive applicant means an application complies with all of the procurement procedures and requirements.</p> <p>A Responsible applicant means that an applicant has the business judgement, experience, capabilities and the integrity and reliability to fully perform the contract requirements that will assure good faith performance.</p>	YES	NO	
5.	Attachment "B" a copy of the IRS determination of 501(c) (3) status for Non-Profit Applicant Agencies.	YES	NO	

SECTION I STATEMENT OF WORK

A) PURPOSE

Broward County's Housing Finance Division is seeking applications from a firm that has the experience and capability to develop and write a CDBG-DR Action Plan (AP) including the Housing Market Analysis and Assessment of Housing Needs of Homeless, Low Income and Special Needs Populations. The AP shall be prepared in compliance with the regulations of the US Department of Housing and Urban Development found at 24 CFR Part 91.

B) BACKGROUND STATEMENT AND OBJECTIVES

Background: The U.S. Department of Housing and Urban Development (HUD) announced the allocation of \$29,222,000, in CDBG-DR funding to Broward County due to severe storms and flooding that occurred in 2023 countywide except for the City of Fort Lauderdale who received their own CDBG-DR allocation.

The Declaration area of service is all of Broward County. Developments in the City of Fort Lauderdale will be considered for multi-family affordable housing projects, will demonstrate need, no duplication of benefits, and will benefit all Broward County residents.

To meet disaster recovery needs, the statutes making CDBG-DR funds available have imposed requirements and authorized HUD to modify the rules that apply to the annual CDBG program to enhance flexibility and allow for a quicker recovery. HUD has allocated CDBG-DR funds to Broward County in response to (FEMA-4709-DR), through the publication of the Federal Register, 90 FR 4760 (January 16, 2025). <https://www.govinfo.gov/content/pkg/FR-2025-01-16/pdf/2025-00943.pdf>. This allocation was made through PL 118-158: ("the 2025 Appropriations Act")

Broward County Housing Finance Division (HFD) is the lead and responsible agency for administering the CDBG-DR funds.

Objective: The successful contractor must meet all the requirements and expectations listed in the RFA, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this RFA reflect the current environment, but in no way limit response to this solicitation, however, all Contractors must thoroughly explain how their offering meets the minimum service and deliverable expectations specified in the RFA. Award shall be made to the contractor(s) application is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

C) QUALIFICATIONS

- Contractors must have the resources to meet or exceed the qualifications listed in the Deliverables.
- The Contractors must have knowledge and extensive experience of CDBG programs and CDBG-DR funding.

DELIVERABLES

Deliverables to be provided by the selected vendor include:

Task 1: Pre-Award Regulatory Support

A. Waiver Research and Development

- a. Determine the current or potential need for waivers to regulatory requirements as an initial step following the publication of the Federal Register Notice (and other HUD issued guidance). This effort will entail an assessment of the statutory requirements outlined in the Notice and determinations relative to possible challenges with HFD's ability to comply with said requirements due to the nature of the disaster, the location of impacts, the populations impacted, and the programs needed for an effective recovery, among other factors.
- b. Draft language for waiver requests based upon the aforementioned assessment, partnering with HFD personnel to ensure there is a clear understanding of the impacts of the waiver request and approval/denial.

Task 2: CDBG-DR Action Plan

A. Action Plan Summary, Certifications Outline, and Work Plan

- a. Develop and submit a work plan based on the HUD requirements using the Federal Register Notice and the needs of the State of Florida. The work plan will include a timeline (milestone dates) related to completing all sections of the Action Plan, including the impact and unmet needs assessment, mitigation needs assessment, program development, and development of mitigation data and plans.

*The County has already submitted the Administrative Action Plan to HUD.

B. Community and Stakeholder Outreach

- a. Support the HFD's public outreach and engagement related to the CDBG-DR Action Plan in disaster impacted areas which will include but not limited to the development of presentations and handouts.

C. Unmet Needs Assessment

- a. HUD requires all grantees submitting an Action Plan to assess the unmet needs in housing, infrastructure, vulnerable populations, and resilient needs in the impacted areas. A methodology is defined in each Federal Register Notice and typically outlines an assessment of data from federal (FEMA, SBA), state, and local government, impacts to stakeholders, vulnerable populations, Native American tribes, most impacted and distressed areas, and gaps in resilient needs. The unmet needs assessment must analyze the impacts based on income and demographic data.
- b. Using the best available data from the HFD and its partners including FEMA and insurance company providers, develop and draft the unmet needs assessment. If additional outreach to local partners is needed, coordinate efforts with appropriate HFD staff.
- c. Deliver draft unmet needs assessment to HFD staff for review and input during the Action Plan development process.

- d. Ensure all relevant comments and edits on the assessment are incorporated in the final Action Plan.
- D. Mitigation Needs Assessment
 - a. HUD will require all grantees submitting an CDBG-DR Action Plan to assess the mitigation needs for housing, economic development, infrastructure, vulnerable populations, and resilience in the impacted areas. A methodology is likely to be defined in the Federal Register Notice which may outline an assessment of data from federal (FEMA, SBA, and NFIP), state, and local government programs, impacts to stakeholders, vulnerable populations, Native American tribes, most impacted and distressed areas, and gaps in resilient needs. This mitigation needs assessment may be required to analyze the mitigation impacts based on income and demographic data.
 - b. Use the best available data from HFD, or other federal and state agencies, as well as proven mitigation best practices. Coordinate outreach to state, and local, partners with appropriate HFD staff.
 - c. A draft mitigation needs assessment will be delivered to HFD staff for review and input during the Action Plan development process. Vendor will then incorporate all edits and incorporate them into the final CDBG-DR Action Plan.
- E. Use of Funds and Overall Benefit
 - a. The use of funds must align with the overall benefit requirement in the Federal Register Notice and established needs in coordination with HFD staff. Develop a budget for the Action Plan reflective of the use of funds to each program that will outline the program delivery costs and administrative costs for the grant.
 - b. Use of funds will also describe the method(s) of implementing the recovery and mitigation programs, whether at the local level, or through subgrantees or other partners.
 - c. Ensure the use of funds meets the needs of the impacted communities and aligns with the unmet needs and mitigation needs assessments reflective of the overall benefit requirements.
- F. Recovery Program Design
 - a. Based on the results of the unmet needs and mitigation needs assessments, work directly with HFD staff to design programs to meet the recovery and mitigation needs in the areas of housing, public infrastructure, planning, vulnerable populations, and resilient mitigation.
 - a. For each program, the vendor will ensure that it meets an eligible activity, the proposed national objective is identified, and there is a detailed description of the proposed beneficiaries.

G. Administrative and Cross Cutting Requirements

- a. Draft all remaining administrative cross-cutting requirements required for the Action Plan as outlined in the Federal Register Notice (and other HUD- issued guidance). These policies include green building standards, broadband infrastructure standards, minimizing displacement as a result of program implementation, program income, calculation of duplication of benefits for all programs, monitoring and compliance plan for the grant, and preventing fraud, waste, abuse and mismanagement of funds.
- b. The Action Plan will outline how it aligns and coordinates with resilience or planning initiatives currently in place or underway at the State and local level.
- c. The vendor will work with the HFD to modify all documents, policies, etc., as needed to reflect the specific requirements outlined in the Notice(s).

H. Deliverables

- a. Provide an Action Plan development work plan and timeline for approval by HFD staff.
- b. Provide updated Action Plan development work plan and timeline, pursuant to any new and applicable information in the Notices.
- c. Draft unmet needs assessment.
- d. Draft mitigation needs assessment.
- e. Complete the Action Plan to include narratives for HFD review.
- f. Pursuant to timelines required by HFD, provide Action Plan for review and comments.
- g. Pursuant to timelines required to meet the submission deadline published in the authorizing Federal Register Notice, provide final Action Plan incorporating HFD comments for public comments in English and any other language deemed necessary, ensuring all documents meet ADA accessibility standards.
- h. Pursuant to the timelines identified in the applicable Federal Register Notice, provide final Action Plan (with all public comment incorporated) packaged for delivery to HUD.
- i. Provide final, approved Action Plan for HFD.
- j. Provide technical assistance to the HFD team regarding the CDBG-DR program. The team will be available to answer questions and provide guidance on issues related to the CDBG-DR program within 3 business days.

Task 3: Financial Certification and Oversight of Funds

- a. Assist in the completion of Phase Two Financial Certification and Oversight of Funds per the FR 6489-N-01 dated January 8, 2025.

Task 4: Policies and Procedures and Implementation Plan

- a. Coordinate with HFD staff to compile all policies and procedures related to the Certifications and, if necessary, draft policies needed for submission to HUD.

- b. Create/Prepare Implementation Plan

Work with the HFD to prepare a package of information that demonstrates its ability to provide timely information to program Contractors on the status of their applications; that HFD has assessed its capacity and staffing and has a plan to address any identified capacity gaps; that there is a plan to effectively coordinate internally and across agencies; that HFD has plan to provide technical assistance to its current staff and those employed following the submittal of the plan; and that there is a clear delineation of roles and responsibilities with respect to management and administration of the CDBG-DR funds.

- c. Deliverables

- a. Finalize documents including HUD comments.

Task 5: Project Management and Implementation

- A. Facilitate meetings with HFD team.

- B. Management of Tasks

- a. Develop a work plan inclusive of specific tasks and deliverables and the timelines associated with each component.

- C. Deliverables

- a. Project status meetings, as needed.

- b. Work plan inclusive of tasks, and individual(s) assigned to lead or support the completion of each item.

SECTION II

APPLICATION FORMAT

To be considered, each Bidder must submit a COMPLETE application in response to this RFA using the format specified. Bidder's application must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFA or considered by the Bidder to be essential to a complete understanding of the application. Each section of the application should be clearly identified with appropriate headings:

A) TECHNICAL APPLICATION

1. Business Organization and History – State the full name, address, and phone and facsimile number of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the application must state whether the organization is licensed to operate in the State of Florida.

2. Narrative – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered.

3. Technical Work Plans – Provide a detailed research outline and timelines for accomplishing the work.

4. Prior Experience – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this RFA. Include sufficient detail to demonstrate the relevance of such experience. Applications submitted should include, in this Section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted. Include in description any prior experience performing CDBG-DR activities in the State of Florida.

The HFD may evaluate the Bidder's prior performance, and the information may be a factor in the award decision.

5. Project Staffing – The Bidder must be able to staff a project team which possesses talent and expertise in the field of the requirements of this RFA. Identify a Project Manager and staff assigned by name and title. Include biographies, experience and any other appropriate information regarding the work team's qualification for this initiative. Indicate which of these individuals you consider key to the successful completion of the work. Indicate the amount of dedicated management time for the Bidder's Project Manager and other key individuals. Resumes of qualifications should be supplied for proposed project personnel.

Please Note: The HFD further reserves the right to recommend reassignment of personnel deemed unsatisfactory.

6. Subcontractors – If subcontractors will be assigned to this project, list here all subcontractors that will be engaged to accomplish the project described in this RFA; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Also, the information provided in response to A-5, above, should include detailed information about each potential subcontractor.

7. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

B) PROPOSED COST ESTIMATE(S)/COST REASONABLENESS

Provide the costs/rates/price information for all proposed activities/tasks and technical assistance (TA), to determine and demonstrate cost reasonableness. Attach a schedule of all costs/fees and distinguish between hourly and flat rate costs covering each of the services and activities identified in your application.

Bidders Please Note: Rates quoted in response to this RFA are firm for the duration of the Contract; no price increase will be permitted.

C) APPLICATION SUBMITTAL

Applications are to be submitted **no later than Friday, March 14, 2025, at 12:00 PM NOON**, at the HFD offices, 110 NE 3rd Street, 3rd Floor, Fort Lauderdale, FL 33301. Responses received after this date and time will be returned unopened. The reception staff will time/date stamp the submittals as they arrive. Applications must contain one (1) original (marked original), five (5) copies and 1 searchable copy on a USB flash drive.

SECTION III RFA PROCESS AND TERMS AND CONDITIONS

A) **PRE-BID MEETING/QUESTIONS**

A Pre-Bid Workshop will be held on Tuesday, March 4, 2025, from 10:00 AM – 11:30 AM at the Broward County Housing Finance Division, 110 NE 3rd Street, 2nd Floor Conference Room, Fort Lauderdale, FL 33301. Attendance is strongly encouraged, but not mandatory.

Questions from Bidders concerning the specifications in this RFA must be received via e-mail to Yvette Lopez, Manager at Ylopez@broward.org no later than **12:00 pm on March 12, 2025**.

B) **APPLICATION**

To be considered, Bidders must submit a complete response to this RFA, using the format provided in Section II of this RFA, by **12:00 p.m. on March 14, 2025**. **The HFD Has No Obligation to Consider Any Application That Is Not Received by The March 14, 2025, deadline.**

C) **APPLICATION PREPARATION AND SUBMITTAL REQUIREMENTS**

Each application should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFA. Emphasis should be on completeness and clarity of content.

- Table of Contents. The Contractor shall include a table of contents of its Application.
- Executive Summary. The Contractor shall prepare an executive summary and overview of the services it is offering, including all the following information:
- Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFA.
- One (1) original clearly marked original, within a secure binder, and five (5) copies within a secure binder.
- One searchable electronic copy on a USB flash drive.
- All applicants must provide UEI Number, certifications, and corporate documents.
- All pages must be numbered, including attachments.
- All Applications must use submitted on 8½ x 11" paper, neatly typed, single sided, 12-point font size, and not stapled
- Pages and attachments must be tabbed according to the sections and sequentially numbered.

Acceptance of Terms and Conditions. The Contractor shall specifically agree that by submitting the Application, the Contractor is accepting all terms and conditions stated in the RFA. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFA page and section number and provide the reason for the objection. Objections or responses that materially alter the RFA will be deemed non-responsive and result in rejection of the Application.

D) SELECTION CRITERIA

Responses to this RFA will be evaluated based upon a three-step selection process. The application must address the requirements described in Section II of this RFA.

The first step is an evaluation of which applications satisfactorily meet the requirements of this RFA as stated in Section II.

Evaluation Criteria	Maximum Points
Professional qualifications, relevant experience in researching, developing and writing Action Plans and providing Technical Assistance related to Disaster Recovery Projects and evidence of applicant's ability to perform work (include resumes) specifically in the areas of: 1. Mitigation Needs Assessment/Narratives, data, etc. 2. Unmet Needs Assessment/Narratives, data, etc. 3. Housing needs Assessment 4. Action Plan Development Provide a description and lists of tasks, responsibilities and qualification of all subcontractors who may be hired to contribute to this project. Provide a list of clients for whom the applicant and any identified subcontractors have performed services similar to those described in the RFA.	25
Organizational Capacity – Provide a detail narrative that demonstrates applicant's organizational capacity to successfully complete the project. Identify and describe staff positions and aligned responsibilities. The information shall include the functions to be performed by all the key individuals.	20
Project approach and quality of work plan – proposed approach must demonstrate the applicant has a clear understanding of the requirements in performing the Action Plan development. Technical Assistance, Policies and Procedure updates, etc.	20
Cost of service – applicant shall include all Costs/Rates/Fees, to perform work under the terms and conditions of this RFA.	20
Project Schedule - Capability to provide service in a timely manner. Provide a detailed proposed project schedule.	10
Provision of at least three (3) references with contact names, title, current telephone numbers, and e-mail addresses, who can provide information to the HFD concerning the Applicant's and subcontractors, if any will be assigned, experience in similar projects.	5
Total Points	100

Competence, Experience and Staffing Capacity

The application should indicate the ability of the Bidder to meet the requirements of this RFA, especially the time constraints, quality, and recent projects similar to that described in this RFA. The application should indicate the competence of the personnel whom the Bidder intends to assign to the project, including education and experience, with particular reference to experience on projects similar to that described in this RFA and qualifications of Bidder's Project Manager and the Project Manager's dedicated management time, as well as that of other key personnel working on this project.

- Only those applications receiving a score of **80 points or more** will have their applications evaluated to be considered for award.
- Based on what is in the best interest of the HFD, the HFD will award the Contract considering value, quality, and the ability to meet the objectives of this RFA, of applications that were approved as a result of this two-step evaluation process.

- The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the HFD and the State of Florida. Best value will be determined by the Bidder meeting the minimum point threshold and offering the best application that meets the objectives of the RFA.
- The HFD reserves the right to award to another “best value” contractor in case the original Awardee does not accept the award.

E) BIDDERS COSTS

The HFD is not liable for any costs incurred by any Bidder prior to signing of the Contract by all parties.

F) CONFLICT OF INTEREST

The Bidder must disclose, in an exhibit to the application, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract.

Except as otherwise disclosed in the application, the Bidder affirms that to the best of its knowledge there exists no actual or potential conflict between the Bidder, the Bidder’s project manager(s) or its family’s business or financial interests (“Interests”) and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the Bidder will inform the HFD regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the HFD’s satisfaction, or the Bidder may be disqualified from consideration under this RFA. As used in this Section, “conflict of interest” shall include, but not be limited to, the following:

- 1) Giving or offering a gratuity, kickback, money, gift, or anything of value to a HFD official, officer, or employee with the intent of receiving a contract from the HFD or favorable treatment under a contract;
- 2) Having or acquiring at any point during the RFA process or during the term of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Bidder’s performance of its duties and responsibilities to the HFD under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract;
- 3) Contractor shall comply with 24 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of the contractor, its officers, employees, or agents shall be disclosed in writing to County.

G) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Bidder’s application, there is no criminal litigation, investigations or proceedings involving the Bidder (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFA) or any of the Bidder’s officers or directors or any litigation or proceedings. In addition, Bidders must disclose in the exhibit requested under this Section of the RFA any civil litigation, arbitration or proceeding to which the Bidder (or, to the extent Bidder is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of

the Bidder (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Bidder (or, to the extent Bidder is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Bidder is prevented from disclosing under the terms of the settlement may be annotated as such. Bidders must also disclose any investigations by the Internal Revenue Service or any other federal or state taxing body or court.

Failure to disclose these matters may result in rejection of the Application or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the Authority of any such matter commencing or occurring after submission of a Application, and with respect to the successful Contractor, following execution of the Contract.

H) FALSE INFORMATION

If the HFD determines that a Bidder purposefully or willfully submitted false information in response to this RFA, the Bidder will not be considered for an award and any resulting Contract that may have been executed may be terminated.

I) PRICES HELD FIRM

Length Of Time Prices Are to Be Held Firm: All Rates Quoted in Bidder's Response to This RFA Will Be Firm for The Duration of The Contract. No Price Changes Will Be Permitted. In The Event That Proposed Changes Are Not Acceptable to the HFD, The Contract Shall Be Terminated and The Modified Contract Shall Be Subject to Competitive Bidding.

J) CLARIFICATION/CHANGES IN THE RFA

Changes made to the RFA as the result of responses made to qualifying questions or concerns will be posted on <https://www.broward.org/housing/pages/rfa>. Contractors are encouraged to regularly check this site for changes or other information related to the RFA.

K) RESERVATION OF HFD DISCRETION

Notwithstanding any other statement in this RFA, the HFD reserves the right to:

- 1) reject any and all applications;
- 2) waive any errors or irregularities in the bidding process or in any application;
- 3) rebid the project;
- 4) negotiate with any Bidder for a reduced price, or for an increased price to include any alternates that the Bidder may propose;
- 5) reduce the scope of the project, and rebid or negotiate with any Bidder regarding the revised project; or
- 6) defer or abandon the project.

After the allowable appeals process, the HFD's decision is final and not subject to appeal nor change. Any attempt by an applicant, collaborating entity, or other party of interest to the project to influence the awards process, the appeal, and/or take any action, including, but not limited to, legal action, regarding the application or awards process in general may result in the applicant's disqualification and elimination from the award process.

SECTION IV CONTRACTUAL TERMS AND CONDITIONS

A) CONTRACT TERMS AND CONDITIONS

- 1) The Contract – The application selected will be subject to the terms and conditions of a final written agreement/Purchase Order (PO) between the selected vendor/contractor and the HFD.
- 2) Term of Work – It is estimated that the activities in the proposed contract will cover the period **May 2025** through **May 2028**. The HFD, in its sole discretion, may extend the Term (not to exceed an additional year) and allocate additional resources, subject to available funding.
- 3) Modification of Service – The HFD reserves the right to modify the requested services during the course of the contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the bidder resulting from the requested changes are subject to acceptance by the HFD. Changes may be increases or decreases.

In the event changes are not acceptable to the HFD, the contract shall be subject to competitive bidding based upon the new specifications.

- 4) Subcontracting – The HFD reserves the right to approve any subcontractors for the contract and to require the bidder, upon award of the contract, to replace subcontractors that the HFD finds to be unacceptable.
- 5) Award of Contract – The HFD reserves the right to award all or any part of this RFA and, based on what is in the best interest of the HFD, the HFD will award the contract considering price, value and quality of the bids.

B) CONTRACTOR RESPONSIBILITIES

The selected Bidder will be required to assume responsibility for all contractual activities offered in this RFA whether or not the Bidder performs them. Further, the HFD will consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

C) PROJECT UPDATE

- a) Within thirty (30) days of the execution of the contract, the Contractor will submit a work plan to the HFD team for final approval. This work plan must include the following:
 - (i) The Contractor's project organizational structure.
 - (ii) The Contractor's staffing table with names and titles of personnel assigned to the project. This must be in agreement with staffing of the accepted application. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the HFD.
 - (iii) The project breakdown showing sub-projects, activities and tasks, resources, and costs.

- b) The Contractor will submit written updates quarterly of progress as requested by HFD, which outlines the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated.

Attachments and Documents

Submit the following attachments to the Application.
Attachment "A" Certificate of Corporation
Attachment "B" IRS determination of 501(c)(3) status for non-profits
Attachment "C" Public Entities Crime Act Affidavit
Attachment "D" Drug Free Workplace Policy
Attachment "E" Section 3 Attachment-Goals
Attachment "F" Americans with Disabilities Act Policy
Attachment "G" Equal Employment Opportunity/Affirmative Action Policy
Attachment "H" Resume(s) of Applicant Agency Key Staff
Attachment "I" Insurance Requirements

Attachment “A”
Certificate of Corporation

Attachment “B”

IRS Determination of 501(c)(3)

Attachment "C"

Public Entities Crimes Act Affidavit

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with an application to the Human Services Department.
2. This sworn statement submitted by _____.
(name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number is _____.
3. My name is _____ and my relationship to the entity
named (Print name of individual signing)
above is _____.
4. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Attachment "C"

Public Entities Crimes Act Affidavit, cont.

7. I understand that a "person" as defined in paragraph 287.133(1) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies).*
9. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
10. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND *(Please indicate which additional statement applies).*
11. There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. *(Please attach a copy of the final order).*
12. The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. *(Please attach a copy of the final order).*
13. The person or affiliate has not been placed on the convicted vendor list. *(Please describe an action taken by or pending with the Department of General Services).*

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the ____ day of _____, 20__.

NOTARY PUBLIC, State of Florida

My commission expires _____.

Attachment “D”

Drug Free Workplace Certification

The undersigned Applicant Agency hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish a continuing drug-free awareness program to inform its employees about:
 - (i) The danger of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of a contract a copy of a statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall;
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward County government in writing within 10 calendar days after receiving under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination;
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, or local health, law enforcement, or other appropriate agency; and

Attachment "D"

Drug Free Workplace Certification, cont.

- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Applicant Agency Signature)

(Print Applicant Agency Name)

**STATE OF
COUNTY OF**

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

20____, by _____
(name of individual signing)

as _____ of _____
(title) (name of Applicant
Agency/entity)

known to me to be the person described herein, or who produced _____
as identification, and who did/did not take an oath.

NOTARY PUBLIC

My commission expires:

Attachment "E"

Section 3 Goals

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968.
2. The Bidder estimates that there will be_____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semi-skilled, unskilled, labor and trainees) by category.
3. Of these new employees, the Bidder plans to hire at least_____% (percent) from the Section 3 Covered Area (Broward County).

I, _____{please print), as an Authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract, Broward County Finance Division will monitor the project to assure compliance with this plan.

Company Name: _____

Business Address: _____

Employer Federal ID#

Printed Name

Signature

Date

**** Please Note Section 3 Clause**

Attachment "F"

Americans With Disabilities Act Policy

This Agency and its employees support through policy, procedure, and action the right of disabled persons, prospective staff and persons served, to equal access to services and employment.

APPLICANTS:

This Agency shall make efforts in good faith to arrange "reasonable accommodations" for qualified applicants, providing these accommodations do not create "undue hardship" for the agency.

The process of "reasonable accommodations" will include the following steps: 1) Consultation with the individual by the supervisor or operations director; 2) Identifying barriers in question; 3) Identifying possible accommodations (including assistance from outside authorities or agencies); 4) Assessing reasonableness of accommodations with the final decision from the Executive Director or designee; and 5) Implementing the accommodation or determining that the accommodation would be an "undue hardship".

Should the accommodation create an "undue hardship" for the Agency, the prospective employee will be offered the opportunity to implement the accommodation on their own.

In the event that accommodations: 1) Create "undue hardship" on the agency or the fellow employees; 2) Cannot be accessed through assistance from other authorities or agencies; and, 3) Cannot be arranged with the prospective employee, the decision not to hire shall be documented along with records of all efforts made.

Applications for employment shall be completed in wheelchair accessible locations. All relevant compliance posters shall be readily visible in areas with public access. If an individual should need assistance in completing the application, staff shall be available to help with the application process, and any other necessary pre-employment materials.

EMPLOYEES:

In the event an employee develops a disability during the course of employment, modifications to the employee's original position shall be assessed, as well as, a possible job change, or restructuring, providing this does not cause "undue hardship" to the Agency.

In the event that an employee is found to have a substance abuse problem that is affecting their work performance, that employee shall be offered the opportunity to go on a leave of absence until the problem is corrected through immediate and appropriate intervention and therapy, provided the employee seeks such opportunity early in the disciplinary action, and does not commit an offense that is punishable by termination on the first offense.

If an employee requires a leave of absence due to a disability, not associated with work, they may request such leave through procedures outlined in the Agency's leave of absence policies.

If an employee requires leave due to a work related injury, the rules governing workers compensation shall be followed.

The Agency shall comply with the provisions of the Family and Medical Leave Act

of 1993. Name of Applicant Agency: _____

Executive Director: _____
(Signature) (Date)

Attachment "G"

Equal Employment Opportunity Policy

POLICY:

The progress of this Agency requires that we utilize all available staff to the fullest, regardless of race, color, religion, age, sex, sexual orientation, disability, political affiliation or belief, national origin, veteran status or marital status. Unlawful discrimination must be eliminated and individuals with demonstrated talent recognized and encouraged through fair and equitable personnel practices. It is the policy of this Agency to grant equal employment opportunities to all qualified persons without regard to the factors listed above.

This Agency's policy of nondiscrimination includes, but is not limited to, employment advertising, recruiting, employment, placement, promotion, transfer, and selection for training, rates of pay, and layoff or termination. All employees are informed of the emphasis on nondiscrimination.

This Agency will comply with all provisions of applicable federal, state, and local equal opportunity laws, orders, rules, and regulations and will cooperate with all agencies established under such laws in guaranteeing compliance.

RESPONSIBILITIES:

The Executive Director is responsible for insuring compliance and adherence to the nondiscrimination policy.

Each supervisor is responsible for using all practical means to implement this policy within his/her department or workgroup.

This Agency shall review, at least annually, the status of this program of expanding and re- emphasizing nondiscrimination.

PROCEDURES:

1. All applications for employment will be printed with the term "Equal Opportunity Employer".
2. All advertisements for recruiting purposes will contain the statement "An Equal Opportunity Employer" at the bottom of the ad.

Name of Agency: _____

Executive Director: _____

(Signature)

(Date)

Attachment “H”

Resume(s) of Applicant Key Staff

Attachment “I”
Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

Project: Consulting Services for CDBG-DR Programmatic Action Plan (AP)
Agency: Housing Finance Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed
by COLLEEN
POUNALL
Date: 2025.02.20
10:27:58 -05'00'

Risk Management Division