



PUBLIC NOTICE

REQUEST FOR PROPOSALS

For

HOUSING CHOICE VOUCHER RECERTIFICATION SERVICES

The Housing Authority of the City of Lakeland will accept proposals from qualified firms with, at least, five years' experience in providing **Housing Choice Voucher Recertification Services**. The awarded contract will be for a base period of one year with an option to extend for up to an additional one-year period.

Responses must be submitted by 10:00 a.m., Eastern Time, on September 16, 2014. The Request for Proposals for this project may be obtained by emailing a request to *Procurement@LakelandHousing.org*.

Minority Business Enterprises, Woman Business Enterprises, Small Business Enterprises, and Section 3 qualified entities are encouraged to respond to this RFP.

LAKELAND HOUSING AUTHORITY

REQUEST FOR PROPOSALS FOR HOUSING CHOICE VOUCHER RECERTIFICATION SERVICES

1.0 ADMINISTRATIVE BACKGROUND

The Housing Authority of the City of Lakeland (also known as the "Lakeland Housing Authority" or "LHA") is a public body corporate and politic established in 1939 under the U.S. Housing Act of 1937 and Chapter 421, Florida Statutes. The LHA and its affiliate, the Lakeland-Polk Housing Corporation ("LPHC"), provide low-income housing assistance mainly to the residents of Lakeland, Florida. A seven member Board of Commissioners appointed by the Mayor of the City of Lakeland governs it. The LHA and its affiliate currently owns and, with the assistance of *West Lake Management, LLC*, manages: federally assisted housing rental properties that include a mix of public housing; tax credit; public housing/tax credit (mixed finance); and Section 8 Project based/tax credit affordable rental units, all of which are located in Polk County, Florida, most of which are located within the city of Lakeland. A majority of the LHA's revenue is received through the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, and agencies of or affiliated with the State of Florida.

The mission of the LHA is to provide quality, affordable housing and self-sufficiency opportunities in an effective and professional manner.

2.0 SCOPE OF SERVICES

The successful respondent shall furnish all necessary labor, materials, equipment, transportation, and supervision necessary to conduct Housing Choice Voucher Recertification Services for approximately 1,100 families. Services will include: reviewing information provided by the participants and/or collecting and verifying any missing information regarding the household and its income; digital imaging of all documents; calculating rent shares and utility allowances; determining rent reasonableness; completing all required data entry; notifying tenants and owners of the new rent rates; and submitting all required documents, reports, and PIH Information Center ("PIC") submissions to the U.S. Department of Health and Urban Development ("HUD.") Due to the population to be served, the successful respondent shall also provide bi-lingual (English/Spanish) services.

2.1 Specific Requirements

The successful respondent shall, among other tasks:

- Obtain all required proper documents to complete the recertifications
- Calculate income, tenant rent, Housing Assistant Payments (HAP), and

- new contract rents
- Complete all required data entry in accordance with HUD and LHA policies and procedures including the applicable provisions of the LHA Administrative Plan
- Determine and update household composition and establish new contract rent if necessary
- Complete all required data entry into tenant records in the LHA's YARDI software system including sufficient notes and documentation of all file activities
- Provide digital imaging services and electronic storage of all documents
- Provide the ability for the LHA to view and download these digital files
- Provide the LHA with a work schedule for completing approximately the 1,100 recertifications
- Properly and timely notify participants and owners of results of rent shares calculations
- Complete a HUD 50058 for each completed recertification
- Assemble and submit tenant file documents in the order specified by the LHA
- Comply with the LHA policies and procedures that effect annual recertifications
- Communicate directly with tenants and owners to obtain required documentation to complete the recertification
- Provide quality control reviews of the work performed
- Coordinate with the LHA to ensure the submission of information to HUD's PIC System
- Submit weekly reports to the LHA on the status of the cases in-process
- Provide detailed monthly reports of work performed

3.0 PROPOSALS

Proposals should be provided in the following format securely bound. Page separators/tabs should clearly identify each section to facilitate quick reference and comparison to the material submitted by other respondents. Brevity will be appreciated.

Proposals should address all items requested in this RFP including, but not limited to, the following:

Letter of Transmittal:

Include a letter of transmittal bearing the signature of an authorized representative of the respondent and the name and email address of the individual authorized to negotiate services and costs with the LHA. Failure to submit this document could render the potential vendor's proposal as *non-responsive*, and therefore, it will not receive consideration

Tab 1--Vendor Information:

- Provide general information that best represents the respondent's company.
- Describe those factors that differentiate the respondent's service from other such vendors.

Tab 2--Capacity to Provide Professional Services in a Timely Manner:

- Describe the methodology that the respondent proposes to provide the services described in the *Scope of Services* (above). Include information on proposed staffing and the equipment that will be applied to provide these services.
- Describe the specific deliverables that the respondent will provide supported by a timeline for providing these deliverables.

Tab 3--Staff Experience and Organization:

- Show the experience of the key personnel anticipated to be assigned to this project relative to projects of similar size and nature. (Experience with public housing authorities is essential.) Specifically, show the experience that these key personnel have working with each other on previous projects.
- Provide a staffing plan of who will be responsible for the specific tasks identified the *Scope of Services* (above).

Tab 4--Organizational Experience:

- Demonstrate the respondent's experience in projects similar in scope and complexity as described in this solicitation within the last five years. (Experience with public housing authorities is essential.)

Tab 5--Costs and Fees:

- Provide a detailed fee schedule which includes information on: e.g., hourly rates, travel costs, per diem, fees, and other miscellaneous cost. Reasonableness and comparison of costs offered will be considered by the evaluation team.

(Note: All pricing and proposed services are subject to later negotiation.)

Tab 6--Submission of Required Documents:

Provide:

- At least, five references for the recent projects--particularly with public housing entities--that are similar to the services requested in this RFP. Provide name of point of contact, entity, telephone number, and title of references.
- Completed HUD Form 5369-C
- Completed HUD Form 50070
- Completed Section 3 Business Form
- Completed Non-Collusion Certification
- Completed Public Entity Crime Statement

4.0. COMMUNICATION

In order to maintain a fair and impartial competitive process, the LHA shall avoid private communication concerning this procurement with prospective respondents during the entire procurement process. Please respect this policy and do not attempt to query LHA or *West Lake Management* personnel regarding this RFP.

Ex parte communication regarding this solicitation is prohibited between a potential or current respondent and any LHA Board of Commissioners member, LHA or *West Lake Management* staff, or any other person serving as an evaluator during this procurement process. Respondents directly contacting any LHA or LPHC Board of Commissioners member, LHA or *West Lake Management* staff, or proposal evaluator regarding this solicitation risk elimination of their proposals from consideration. Correspondence with the LHA's Capital Fund and Procurement Manager, **Tom Hornack**, does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this project given out by any LHA Board of Commissioners member, other LHA or *West Lake Management* employee or agent to prospective respondent shall not bind the LHA.

In the event that a potential respondent has questions that he/she would like to have addressed, the potential respondent may email its questions to Procurement@Lakelandhousing.org, prior to **9:00 a.m., Eastern Time, on September 08, 2014**. Receipt of request will be acknowledged. A response will be sent to all potential respondent who received this RFP directly from the LHA on or before **6:00 p.m., Eastern Time, on September 08, 2014**.

5.0 MODIFICATION OF SOLICITATION

The LHA reserves the right to modify this RFP as deemed necessary by the LHA. Any such modification or amendment will be sent by email on or before **6:00 p.m., Eastern Time, on September 08, 2014** to all potential respondents who received this RFP directly from the LHA.

The LHA also reserves the right to: increase or delete any scheduled items; award portions of this RFP; make no award; terminate this RFP solicitation, and make awards consistent with LHA's policies and the laws governing the U.S. Department of Housing and Urban Development (HUD) and the State of Florida.

6.0 SUBMITTALS ARE PUBLIC RECORD

After the award of an agreement resulting from this RFP, all information submitted by the respondent shall be public record and subject to disclosure pursuant to the Florida Public Records law. A respondent shall not copyright or cause to be copyrighted any portion of any said document submitted to the LHA as a result of this RFP.

7.0 SUBMITTAL SCHEDULE

An original—designated as the “original” and signed in blue ink--and three (3) copies of the submittal are to be delivered to the LHA on or before **10:00 a.m., Eastern Time, on September 16, 2014**. No submittal to this RFP will be accepted after this specified time.

(Note: any response submitted with less than the above-stated number of copies may be rejected as non-responsive.)

8.0 SUBMISSION OF OFFERS

- a. All submittals transmitted by mail or hand-delivered shall be in sealed packages and addressed to:

Tom Hornack
re: Housing Choice Voucher Recertification Services RFP
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815

Submittals transmitted by facsimile or electronic mail will not be accepted.

- b. All submittals and accompanying material will become the property of the LHA and will not be returned to the respondent.

9.0 CLARIFICATION OF RESPONSES

The LHA reserves the right to obtain clarification of any point in a respondent’s submittal or to obtain additional information necessary to properly evaluate a particular submittal. Failure of a respondent to respond to such a request for additional information or clarification could result in rejection of that respondent’s response.

10.0 SCORING/AWARD EVALUATION CRITERIA

A committee shall evaluate and score each submittal using the method described in this RFP. A contract will be awarded to the respondent whose submittal best meets the needs and requirements of the LHA. The LHA reserves the right to reject any or all submittals or to award no contract. An interview with the finalists may or may not be required at the discretion of the LHA.

The evaluation criteria that will be used in reviewing the submittals and their respective weights are as follows:

- *Transmittal letter* as described in item **3.0 Proposals**--failure to provide this document may render the response to this RFP as *non-responsive* and, therefore, may cause the submitted response to be rejected.

- *Vendor Information* as described in “Tab 1”--up to 5 points
- *Capacity to Provide Professional Services in a Timely Manner* as described in “Tab 2”—up to 30 points
- *Staff Experience and Organization* as described in “Tab 3”--up to 25 points
- *Organizational Experience* as described in “Tab 4”—up to 20 points
- *Costs and Fees* as described in “Tab 5”--up to 20 points
- *Submission of Required Documents* as described in “Tab 6”--failure to provide these documents may render the response to this RFP as *non-responsive* and, therefore, may cause the submitted response to be rejected.

Total Possible Points— 100 points

The LHA reserves the right to waive any minor irregularities or technicalities in the submittals received.

11.0 NEGOTIATIONS AND AWARD

Negotiations may be conducted with respondents determined to have a reasonable chance of being selected for award based on evaluation of qualifications and other factors considered to be most advantageous to the LHA. Such respondents shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revisions of submittals—to assure full understanding of and conformance to the services requested by the LHA. No respondent shall be assisted in bringing its submittal up to the level of another in order to be considered for award. The LHA reserves the right to request additional information concerning any/all submittals submitted. A common deadline shall be established for the receipt of submittal revisions based on negotiations.

After the evaluation of the submittal revisions, a contract, if any, will be awarded to the *responsive* and *responsible* respondent whose qualifications and other factors considered are the most advantageous to the LHA.

The LHA *anticipates* that the award of a contract resulting from this solicitation will occur by September 30, 2014.

12.0 SMALL BUSINESSES, MINORITY BUSINESS ENTERPRISES, WOMAN BUSINESS ENTERPRISES, AND SECTION 3 QUALIFIED BUSINESSES

The LHA strongly encourages the participation of Small Businesses, Minority-owned businesses, Women-owned businesses (please see item 2 of the attached HUD

Form 5369-C), and/or Section 3-qualified businesses (please see the attached Section 3 Business Form) in this and all LHA projects, programs, and services.

13.0 LHA'S RESERVATION OF RIGHTS:

The LHA reserves its rights to:

- Terminate a contract awarded pursuant to this RFP, at any time for its convenience, upon ten (10) business-days written notice to the successful respondent.
- Retain all proposals submitted and not permit withdrawal of a proposal for a period of 60 calendar days subsequent to the deadline for receiving proposals without the written consent of the LHA's Executive Director.
- Reject and not consider any proposal that does not meet the requirements of this RFP including, but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested services.
- Have no obligation to compensate any respondent for any costs incurred in responding to this RFP.
- At any time during the RFP or contract process, to prohibit any further participation by a respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein.

14.0 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of the RFP, the decision of the LHA shall be final and binding upon all parties.

15.0 MANDATORY CONTRACT PROVISIONS AND CLAUSES

At a minimum, a contract awarded under this RFP will require compliance with the following HUD forms: *5369-B, 5369-C, 50070, and Table 5.1*—copies are attached to this RFP--as well as applicable portions, *if any*, of *LHA's Section 3 and Minority and Woman Business Enterprise Policy*, which can be accessed at: <http://lakelandhousing.org/wp-content/uploads/MWBE-Section-3-Policy-corrected-022113.pdf>.

16.0 ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the selected firm without the express written consent of the LHA.

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Section 3 Clause

[Code of Federal Regulations]
[Title 24, Volume 1, Parts 0 to 199]
[Revised as of April 1, 1998]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.38]

[Page 604]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Section 3 Clause

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Housing Authority of the City of Lakeland	SECTION 3 BUSINESS FORM
Business Name:	Employer (IRS) No:
Address:	Type of Business: <input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Woman-Owned Business

THE BUSINESS REPRESENTS AND CERTIFIES THAT IT IS *(Please check one of the following two choices):*

A SECTION 3 QUALIFIED BUSINESS since
(Please check all of the following that apply to your business.)

- 51% or more is owned by Section 3 qualified residents.*
- at least, 30% of its permanent full-time employees are current Section 3 qualified residents* or were Section 3 qualified residents within 3 years of the date of first employment with the business.
- it provided written evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories.

OR

NOT A SECTION 3 QUALIFIED BUSINESS, but who has and will continue to seek compliance with Section 3 by certifying its efforts to award subcontracts to Section 3 concerns.

*A Section 3 qualified resident is defined as a Public Housing resident or an individual who resides in the within Polk County and whose family income is below the following income limits:

Persons in Household:	1	2	3	4	5	6	7	8
Very Low-Income:	\$17,650	\$20,200	\$22,700	\$25,200	\$27,250	\$29,250	\$31,250	\$33,300

	Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information provided in this document is true and correct.	
Date	Printed Name of Authorized Official	Signature

Non-Collusion Certification

Housing Choice Voucher Recertification Services

RFP Proposal

The undersigned states that he/she is fully authorized by the entity indicated below to certify that:

- That this proposal or bid is made without collusion or fraud with any other person, firm, or corporation making a proposal or bid for the same purpose.
- *That no officer or employee or person whose salary is paid, in whole or in part, from the Lakeland Housing Authority or one of its various instrumentalities and affiliates, shall be, or will become interested, directly or indirectly, surety or otherwise: in this proposal or bid; in the performance of the contract; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.*

By signing this form, the undersigned affirms that said proposal or bid is, in all respects, fair and without collusion or fraud.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: *Failure to complete this statement as presented may result in the bid or proposal being rejected.*

Public Entity Crimes Statement

Housing Choice Voucher Recertification Services

RFP Proposal

By signing this form, the *Proposer* certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with: Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35; HUD regulations, 24 CFR 24; or by other federal agencies.

The *Proposer* also certifies that it is in compliance with Section 287.133, Florida Statutes, as it relates to Public Entity crimes. More specifically, the *Proposer* certifies that it acknowledges and it is in compliance with the following:

A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA* and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

*(*In this instance, PHA refers to the Lakeland Housing Authority.)*