



PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS For DEVELOPER PARTNER

The Housing Authority of the City of Lakeland, Florida (also known as the "Lakeland Housing Authority" or "LHA") is inviting Developers with extensive experience in the fields of urban redevelopment and master planning to submit statements of qualifications for a vast array of comprehensive services related to the master planning and redevelopment of a various LHA-owned and/or controlled properties. The successful respondent must demonstrate the ability and experience to implement a large scale, comprehensive, mixed-finance, mixed-income, and mixed-use revitalization plan that includes residential and non-residential uses including commercial/retail, offices, community facilities, etc.

The redevelopment services under this solicitation shall be specific to *WestLake Apartments*--a 120 unit public housing community on a 14.29 acre site which also consists of: an administration building, three portable storage sheds, a basketball court, and associated asphalt parking and driveways. Upon successful or substantial completion of the WestLake redevelopment effort, other properties owned and/or controlled by the LHA may be offered for redevelopment.

It is the intent of the LHA that the Developer Partner will, after completion of construction, serve as property manager for the new development for a period of two to three years. After this two to three year period, the Developer Partner will turn management of the property over to the LHA or its ownership entity.

The complete Request for Qualifications (RFQ) may be obtained by emailing a request to ***Procurement@LakelandHousing.org***. Responses must be submitted by 2:00 p.m., Eastern Time, on Monday, June 16, 2014.

Minority Business Enterprises, Woman Business Enterprises, Small Disadvantaged Business Enterprises, and Section 3 business concerns are encouraged to respond to this RFQ.

LAKELAND HOUSING AUTHORITY

DEVELOPMENT PARTNER REQUEST FOR QUALIFICATIONS

1. ADMINISTRATIVE BACKGROUND

The 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 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 (HUD). The U.S. Department of Labor, and agencies of or affiliated with the State of Florida including the Florida Department of Education.

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

2. SCOPE OF SERVICES

This Request for Qualifications (RFQ) is soliciting qualification statements from experienced firms with a documented track record of providing the required Scope of Services with the intent to procure a Development Partner for the redevelopment of a new community at the *WestLake Apartments* site. The LHA's goal is to have the development project proceed as expeditiously as possible. Responses that demonstrate an ability to complete the development on the earliest possible realistic schedule will be favorably received by the LHA. The LHA is requiring that each respondent submit a concept plan that describes the type of mixed-income, mixed-use community that the respondent envisions for the WestLake site and its surrounding neighborhood. The response should demonstrate the respondent's ability, capacity, and readiness to perform the required Scope of Services in an expedient manner.

Finally, the response should include evidence of the respondent's qualifications and previous experience relative to the provision of such services. Respondents shall certify their ability to start work immediately and should provide a staffing plan that describes the existing time commitments of the staff proposed to be assigned to the project and whether any of the staff will be locally based. The response should include a Project Team Organization Chart and resumes of key personnel who will

constitute the lead development team under this RFQ. Respondents are required to indicate the estimated percentage of time to be devoted to this project for each identified individual and the staff member's role in the respondent's organization.

The selected Development Partner will be responsible for preparing a final master plan for the redevelopment of the WestLake site and surrounding neighborhood in consultation with and subject to the approval of the LHA, community residents, and other key stakeholders. The selected Development Partner will also be responsible for implementation of the revitalization effort as outlined in the approved Master Plan and in accordance with the schedule as approved by the LHA.

The LHA will serve as co-developer for the new development. The LHA intends to submit financing applications for the U.S. Department of Housing and Urban Development's (HUD) Choice Neighborhood Initiative (CNI) Program and with Florida Housing Finance Corporation (FHFC) for low-income housing tax credits. The selected Developer Partner is expected to take the lead in preparing the financing applications for the LHA, as well as, to work closely with the City of Lakeland and other key stakeholders. Respondents are encouraged to explore the goals and program requirements of the CNI Program outlined in the HUD's Notification of Funds Available (NOFA). The CNI Program focuses on replacing distressed public and/or assisted housing, comprehensively improving neighborhood conditions, promoting economic development, and enhancing self-sufficiency of residents through creative partnerships. The Development Partner will assist the LHA with submitting an application for a CNI Planning Grant.

THE DEVELOPMENT PARTNER'S ROLE

The selected firm will be an integral partner with the LHA in the effort to develop a mixed-income community that is integrated with the surrounding neighborhoods. The selected firm will be required to work closely with the LHA and any appropriate neighborhood or community organization. The LHA's vision is to create a vibrant, attractive community where people of all economic strata, races, and cultures will live, learn, work, and play in close proximity to employment, retail, and cultural opportunities.

The following tasks will be the responsibility of the selected firm:

- Assisting the LHA with developing and maintaining a working partnership with the residents and other stakeholders to promote the community vision and comprehensive master plan.
- Assisting the LHA with developing and maintaining linkages between the new development and the surrounding neighborhood.
- Preparation of a Development or Master Plan that shall include:
 - a timetable with milestones for completion

- a study sufficient to identify the need to build additional housing units, and if so, determining the: type (elderly, assisted living, mixed income, etc.) and number of housing units; location of the required housing units; and the proposed construction schedule for the housing units
 - a list of all known available funding sources for each proposed action including traditional and alternative financing options
 - a management plan
 - considerations and certifications as may be required to obtain city, state, federal, or HUD approvals necessary to initiate any proposed projects
 - a plan and recommendation for public relations that is designed to assure resident, community, and local government support for any development, as well as, to make provisions for communication with the local HUD office and other key affordable housing program administrators
 - a review of local housing inventory to determine and make recommendations for any potential acquisitions of existing single family or multi-family housing within the respective development areas
- Collaborating with an architect on understanding and conducting environmental and geotechnical testing and an analysis of the condition of existing utilities at the sites at each phase of development.
 - Collaborating with an architect on a plan that includes street layout and common area facilities based on the Master Plan.
 - Collaborating with the LHA to develop detailed development and operating budgets. The selected Development Partner will be required to expand and update the budgets throughout the development process.
 - Developing a construction strategy and development implementation schedule.
 - Designing and construction of all necessary and appropriate infrastructure and site improvements.
 - Providing genuine training and employment opportunities to Section 3 individuals.

- Developing a plan for participation by Small Disadvantaged Business enterprises, Minority Business Enterprises, Woman Business Enterprises (SDB, M/WBE) and Section 3 business concerns throughout the development.
- Overseeing development of a market study for each phase of development as required.
- Providing regular monthly reports to the LHA on the progress of the development efforts including work-completed, associated costs, schedule, and budgetary requirements.
- Collaborating with the LHA and its legal team to create an ownership structure for the development which shall include an affiliate of the LHA as a general partner.
- Overseeing the procurement of the construction contractor.
- Obtaining or assisting with obtaining financing through the use of Low Income Housing Tax Credits (LIHTC), State Housing Initiatives Partnership (SHIP) funds, State Apartment Incentive Loan (SAIL) funds, Community Development Block Grant (CDBG) funds, Choice Neighborhood Initiatives (CNI), and other public or private funding opportunities to develop the property.
- Assisting the LHA with the submittal of an application for a CNI Planning Grant.
- Assisting the LHA in obtaining all required building permits and zoning approvals.
- Assisting the management company in developing marketing and lease-up plan.
- Overseeing and otherwise assisting with asset management functions as required through lease-up and conversion to permanent financing.

A respondent should indicate its approach to the division of work and responsibility between it and the LHA, as well as, its requirements with regard to advance funding and similar issues. The LHA is interested in a financial structure that allows it to participate in a stream of income from the development including: a portion of the developer fee, a property management fee, any incentive management fee, and a deferred developer fee. A respondent must provide a demonstration of the respondent's financial stability and ability to provide adequate assurances for completion of the development.

In its response, each respondent must demonstrate the following:

- a. Experience in the development/revitalization of neighborhoods
- b. Experience with Florida Housing Finance Corporation (FHFC) funding applications
- c. Experience in the development, construction, and operation of a housing development as well as with *Preservation* and *Redevelopment* as it is defined by FHFC
- d. Expertise in housing developments that incorporates tax credit and affordable housing financing including project-based vouchering
- e. Expertise in regulatory compliance issues
- f. Expertise in D/M/WBE and Section 3 compliance
- g. Expertise with municipal and county government authorities which regulate the permits and utilities necessary for the development

The response shall include a description of the Offeror's knowledge of real estate financing and mixed finance development methods and sources including identification of all successful financing secured from competitive application processes for residential development projects over the past five years--particularly within the state of Florida, if any.

The response should provide seven (7) corporate references for development projects during the last five years that include: two (2) community partner references, two (2) housing authority references (at least one (1) located in the state of Florida), two (2) tax credit investor references, and one (1) housing finance agency reference. The Respondent should use the *References* spreadsheet attached to this RFQ to submit of this information.

The selected Developer Partner may have additional responsibilities under a Master Development Agreement related to: predevelopment activities, funding pursuits, coordination, land and utility location surveys, engineering design of master infrastructure improvements, soil borings and test piles, traffic and circulation studies, environmental reviews, remediation, land assemblage, product design, lot marketing and sales, construction, financing, property maintenance and responsibilities. The agreement between the selected respondent and the LHA will be subject to the terms and conditions contained in various HUD forms attached as Exhibits to this RFQ as well as the **Supplemental Conditions** also attached to this RFQ.

3. SITE VISIT

A site visit to *WestLake Apartments* is scheduled for Monday, May 05, 2014 at 10:00 a.m., Eastern Time. Although this site visit is not mandatory, all interested parties are encouraged to attend. WestLake is a resident-occupied site. Independent visits without consent are not recommended. Please notify the LHA of your intent to attend the site visit by 4:00 p.m., Thursday, May 01, 2014 by emailing Tom Hornack at ***Procurement@LakelandHousing.org***.

In order to insure that all parties have the same information, no questions will be addressed during the site visit. All questions relevant to this procurement may be sent to the following email address, ***Procurement@LakelandHousing.org***, up to **9:00 a.m., Eastern Time, on Wednesday, May 09, 2014**. Receipt of request will be acknowledged. Prior to **6:00 p.m., Eastern Time, on May 16, 2014**, responses to the submitted questions will be sent by email to all potential respondents who received this RFQ directly from the LHA. It is the potential respondent's responsibility to check his/her email for any additional information concerning this solicitation.

4. SUBMISSION REQUIREMENTS

Each respondent must develop its submission to meet the specific requirements of item **2. Scope of Services** of this RFQ. Each response must be in the format described in item **8. Submittal Format** of this RFQ. The **Developer Partner RFQ Checklist** (Exhibit A) attached to this RFQ is a mandatory submission requirement.

Submittals that do not include all requested information may be deemed unresponsive and may be disqualified.

5. COMMUNICATION

In order to maintain a fair and impartial competitive process, the LHA shall avoid private communication concerning this procurement with prospective offerors during the entire procurement process. Please respect this policy and do not attempt to query LHA personnel regarding this RFQ.

Ex parte communication regarding this solicitation is prohibited between a potential or current respondent and any LHA or *Lakeland-Polk Housing Corporation* ("LPHC") Board of Commissioners member, LHA or West Lake Management staff, or any other person serving as an evaluator during this procurement process. Respondents contacting any LHA or LPHC Board of Commissioners member, LHA or West Lake Management employee, 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 this project provided by any LHA or LPHC Board of Commissioners member, other LHA or West Lake Management employee, or agent to a prospective offeror shall not bind the LHA, LPHC, or West Lake Management.

In the event that a potential offeror has questions that he/she would like to have addressed, the potential offeror may email questions to *Procurement@Lakelandhousing.org*, prior to **9:00 a.m., Eastern Time, on Friday, May 09, 2014**. Receipt of the request will be acknowledged. A response will be sent to all potential offerors who received this RFQ directly from the LHA on or before **6:00 p.m., Eastern Time, on Friday, May 16, 2014**.

6. MODIFICATION OF SOLICITATION

The LHA reserves the right to modify this RFQ 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 May 16, 2014** to all potential offerors who received this RFQ directly from the LHA.

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

The Respondent shall acknowledge (in Exhibit A) its response to this RFQ receipt of any amendment(s) or modifications. The Respondent's failure to acknowledge an amendment or modification may result in rejection of the offer. The Respondent must also complete and submit the *Acknowledgement of Receipt of Amendment/Modification of Solicitation* form attached to this RFQ as Exhibit O.

7. SUBMITTALS ARE PUBLIC RECORD

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

8. SUBMITTAL FORMAT

Submittal Format: Submittals should be provided in the following format securely bound:

Letter of Transmittal:

Include a letter of transmittal on the Offeror's stationery bearing the signature of an authorized representative of the offeror and the name(s) of the individual(s) authorized to negotiate services and costs with the LHA. The letter should state the Offeror's understanding of the work to be done, the commitment to perform the work expeditiously, a brief statement indicating why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the response is

firm and irrevocable for, at least, ninety (90) days. The letter shall contain a statement of the veracity of the offeror's submittal and it shall be notarized.

Tab 1—Previous Affordable Housing Development Experience:

Demonstrate the Offeror's experience in development/revitalization of neighborhood projects similar in scope and complexity as described in *item 2. Scope of Services* of this RFQ within the last five years by providing information on residential development projects in which the Offeror has participated. Focus on the four (4) most recently completed developments, particularly affordable housing partnerships with public housing authorities within the state of Florida for which the Offeror was procured for the development project. The information should list the: project name; location; project size; date selected as Developer; project completion date or current status; funding sources/financing structure and amounts; ownership type; public programs utilized; income level served (very low, low, moderate, market rate and/or mixed); type of development (high, mid or low-rise, walk-ups, townhouses, etc.); extent of community and/or resident participation; developer fee structure, and total development cost. Include a contact name for each housing authority or other owner/entity and the contact's phone number and e-mail address. Please complete Exhibit C., *Previous Affordable Housing Development Experience*, attached to this RFQ.

Tab 2—Financing Experience:

Describe new and innovative financing techniques for raising capital that the Offeror has employed on previous projects during the last five years—especially in the state of Florida—from sources such as Low Income Housing Tax Credits (LIHTC) funds, State Housing Initiatives Partnership (SHIP) funds, State Apartment Incentive Loan (SAIL) funds, Community Development Block Grant (CDBG) funds, Choice Neighborhood Initiatives (CNI), and other public or private funding opportunities to develop the property. Describe the Offeror's experience with applying for a CNI Planning Grant. Describe the Offeror's experience in obtaining funding from FHFC especially with FHFC's "Preservation and Redevelopment" concepts. Describe the Offeror's approach to managing the financial risk associated with affordable housing development. Demonstrate that the Offeror possesses an understanding of state and local requirements and procedures that will enable necessary equity to be raised and the effort to be efficiently completed. Describe how each project was kept within budget and on schedule. Describe any impediments that occurred and they were handled.

Tab 3—Green Building Experience:

Provide information on all *green* building development projects in which the Offeror has participated in the last five years. An important goal of the LHA is to develop an environmentally responsible development that can serve as a model for residential construction in Polk County and in the state of Florida. LHA intends to implement financially feasible, technologically sound strategies to conserve energy and to surpass current norms for water conservation, waste management/recycling, and the quality of the indoor environment. The LHA will require that such strategies be fully explored in the development of the site.

Tab 4--Staff Experience and Organization:

Provide an organization chart that provides a detailed description of the organization structure and staffing. Provide a staffing plan for this project that specifies staff's roles, existing time commitments, and previous development experience. Indicate whether any of the staff will be locally based. Identify the individual that will serve as the project manager and who will direct and coordinate the project to completion. Provide resumes of all key personnel that will be assigned to work with the LHA. Indicate the estimated percentage of time to be devoted to this project for each identified individual and their role in the respondent's organization.

Tab 5—Capacity:

The Offeror shall certify that if selected as the Developer Partner that it (and any team members) are available to start immediately. Please provide a realistic timeline identifying when significant project benchmarks will be attained. The Offeror should describe any existing time constraints of the proposed staff or their proposed team members which would impair the Offeror's ability to proceed expeditiously.

Tab 6—Financial Information:

Discuss the Offeror's financial stability to provide adequate assurances for the completion of the project. Provide a statement of how the Offeror will honor all financial guarantees, should the need arise. (Note: The statement should include more than a reference to the financial statements.) Describe how the Offeror envisions LHA participation in the stream of income from the development. Provide current financial statements of the Offeror prepared by a Certified Public Accountant (CPA). Note: Only one (1) sealed copy is required with the "original" copy of the submission.

Tab 7—General Information:

Provide a concept plan that describes the type of mixed-income, mixed-use community for the WestLake site and its surrounding neighborhood. Discuss the Offeror's experience with developing and maintaining linkages with the residents, the surrounding neighborhoods, and other stakeholders to promote the community vision and the comprehensive master plan. Discuss the Offeror's methodology used to develop: a master plan; detailed development and operating budgets; construction and development implementation schedule; the procurement of a construction contractor; and a market study for each phase of the development. Discuss the Offeror's methodology to assist the management company in developing a marketing and lease-up plan and to assist with asset management functions through lease-up and conversion to permanent financing. Describe the Offeror's expertise in regulatory compliance issues and other aspects when dealing with municipal and county government and agencies. Complete and submit the attached *Proposer/Developer Partner Profile Form*—attached as Exhibit D.

Tab 8—Utilization of Small Disadvantaged Businesses (SDB), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Section 3 Business:

Based on the requirements set forth in this RFQ, describe the Offeror's approach and process to promote SDB, MBE, WBE, and Section 3 business concerns'

participation in the development effort. Also, describe some of the Offeror's successful past efforts to provide genuine training and employment to Section 3 individuals.

Tab 9--Submission of Required Documents

Insurance:

The Offeror must provide proof of the following minimum insurance coverage or include a plan to acquire such coverage prior to the execution of a contract with the LHA. Please note any additional premiums required for these coverages will be at the expense of the Offeror.

- Professional Liability insurance in the amount of \$1,000,000 per occurrence for the Developer Partner and any other professionals used by the Developer Partner with respect to negligent acts or errors and omissions in connection with professional services to be provided for the development project.
- General Liability insurance and Automotive Liability insurance in the amount of \$1,000,000 per occurrence. (Note: Prior to entering an agreement with the LHA, the successful Offeror will be required to have the Lakeland Housing Authority, the Lakeland-Polk Housing Corporation, and West Lake Management named as an "additional insured" on each policy.)
- Workers' compensation coverage of, at least, the state of Florida minimum for all staff who will be employed on the project.

(Note: The successful Offeror shall maintain each of the above insurances in force during the term of the contract.)

Other Documents:

Complete and provide the following documents which are attached to this RFQ:

- HUD Form 5369-C (contained in Exhibit G)
- HUD Form 50070 (contained in Exhibit H)
- Section 3 Business Form (contained in Exhibit J)
- Non-Collusion Certification (contained in Exhibit K)
- Public Entity Crime Statement (contained in Exhibit L)

Tab 10—References:

For projects within the last five years, provide the name, email address, and telephone number of: two (2) community partner references, two (2) housing authority references (at least, one (1) located in the state of Florida), two (2) tax credit investor references, and one (1) housing finance agency reference. References must verify Developer Partner representations. Please use the *References* form (Exhibit E) to provide the information. (Note: The LHA reserves the right to check these and other reference resources as well.)

Submittals that do not include all of the required information requested above may be deemed unresponsive and may be disqualified.

9. SUBMITTAL DUE DATE

An original—designated as the “original” and signed in blue ink--and four (4) copies of the submittal are to be delivered to the LHA on or before **2:00 P.M., Eastern Time, on June 16, 2014**. No submittal to this RFQ will be accepted after this specified time.

One set of Financial Statements can be submitted with the original submission. These statements should be in a sealed envelope labeled, “Financial Statements”, along with the Respondent’s name and the title of the RFQ.

10. SUBMISSION OF OFFERS

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

**Tom Hornack
Re: Developer Partner RFQ
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 Offeror.

11. CLARIFICATION OF RESPONSES

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

12. SCORING/AWARD EVALUATION CRITERIA

An evaluation committee shall evaluate and score each submittal using the method described in this RFQ. The evaluation committee shall evaluate each submittal for factors such as: the ability of the professional personnel; past performance; recent, current, and projected workload of the firm; and other factors that address the anticipated needs and requirements of the LHA. The LHA may conduct discussions with and may require public presentations by firms regarding their qualifications, approaches to various types of projects, and their ability to furnish the required services. A contract will be awarded to the respondent whose submittal best meets the above qualifications as well as the needs and requirements of the LHA. The LHA reserves the right to reject any or all submittals or to award one or more contracts or no contract.

a. The evaluation criteria to be used in reviewing submittals and their respective weights are as follows:

- Letter of Transmittal-- Failure to submit this document could render the Offeror's submittal as *non-responsive*, and therefore, it may not receive consideration.
- The Offeror's experience as described in the response to this RFQ and evidence of ability to perform the work—*up to 30 points*
- The experience and qualifications of key staff and/or team, location of staff, including the firm's capacity as it relates to size and available resources to complete the development --*up to 25 points*
- The Offeror's current and anticipated workload along with firm's approach and ability to meet the LHA's deadlines—*up to 10 points*
- Evidence of the Offeror's past performance on similar projects and substantial success of completed mixed-finance/mixed-income developments and references—*up to 20 points*
- Evidence of the Offeror's demonstrated knowledge and familiarity of applicable governmental regulations and codes as required by the U.S. Department of Housing and Urban Development, the State of Florida, the County of Polk, the City of Lakeland, and any other agencies having such authority—*up to 10 points*
- The ability of the Offeror to successfully meet the requirements of 24 CFR 135 pertaining to Economic Opportunities for Section 3 Residents and Section 3 Business Concerns. Status of the Offeror as a SDB, MBE, WBE, or Section 3 Business Concern or a statement of a Section 3 Plan with respect to this development project—*up to 5 points*
- *Submission of Required Documents* as requested in "Tab 10"—failure to provide these documents may render the response to this RFQ as *non-responsive* and, therefore, may cause the submitted response to be rejected.

Total Possible Points— 100 Points

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

13. SMALL DISADVANTAGED BUSINESSES, MINORITY BUSINESS ENTERPRISES, WOMAN BUSINESS ENTERPRISES, AND SECTION 3 QUALIFIED BUSINESSES

The LHA strongly encourages the participation of Small Disadvantaged Businesses, Minority-owned businesses, Women-owned businesses (please see item 2 of HUD Form 5369-C—Exhibit G), and Section 3 business concerns, and/or Section 3-qualified businesses (please see the *Section 3 Clause*—Exhibit I—and the *Section 3 Business Form*--Exhibit J) in this and all the LHA projects, programs, and services.

14. 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.

15. 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 RFQ, the decision of the LHA shall be final and binding upon all parties.

16. 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 successful offeror(s) without the express written consent of the LHA.

17. MANDATORY CONTRACT PROVISIONS AND CLAUSES

At a minimum, each contract awarded under this RFQ will require compliance with the following HUD forms: *5369-B* (attached as Exhibit F), *5369-C* (attached as Exhibit G), *51915* (attached as Exhibit M), and *Table 5.1* (attached as Exhibit N)—copies are attached to this RFP--as well as applicable portions 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>.

SPECIAL CONDITIONS

By submitting a response to this RFQ, the Offeror acknowledges and agrees that it is familiar with, or will become familiar with, the following documents and regulations as required (documents are not provided herein by the LHA):

1. 4 CFR Part 8—Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development
2. Section 504 of the Rehabilitation Act, as amended, and the rules and regulations there- under
3. 24 CFR Part 135, employment opportunities for Section 3 business concerns and low-income persons
4. The HUD Procurement Handbook (7460.8)
5. 24 CFR Part 85 (HUD procurement regulations) and OMB Circular A-87 (concerning procurement and costs)
6. Florida Housing Finance Corporation requirements
7. Federal Home Loan Bank and Affordable Housing (FHFC) Program guidelines
8. 24 CFR 968 (Public Housing Modernization regulations)
9. 24 CFR 941 (Mixed-finance development regulations)
- 10.The HUD Mixed-Finance Guidebook, December 12, 1998
- 11.The Quality Housing and Work Responsibility Act of 1998
- 12.Low Income Housing Tax Credit program (IRS)
- 13.State of Florida low income housing assistance programs for rental and home ownership units
- 14.U.S. Department of Housing and Urban Development Choice Neighborhood Initiative

EXHIBIT A

DEVELOPER PARTNER RFQ CHECKLIST

Note: Failure to provide these documents may render the response to this RFQ as *non-responsive* and, therefore, may cause the submitted response to be rejected.

Firm Name:

Y/N	MANDATORY SUBMISSION/INCLUSION REQUIREMENTS*	COMMENTS
	Response to this RFQ--One "Original" and Four Copies Submitted	RFQ shall be submitted in sealed envelopes and marked "Qualifications for Developer Partner"
	Acknowledgement receipt of modification or amendment to the original RFQ	Indicted number(s) assigned to modification and/or date received
	Deadline Met prior to 2:00 PM, ET, June 16, 2014	
	Letter of Transmittal	As outline in item 8
	Previous Affordable Housing Development Experience	As outline in item 8, Tab 1
	Financing Experience	As outline in item 8, Tab 2
	Green Building Experience	As outline in item 8, Tab 3
	Organizational Structure and Staffing, Profile of Key Staff	As outline in item 8, Tab 4
	Capacity	As outline in item 8, Tab 5
	Financial Statement (o sealed copy with original copy of response)	As outline in item 8, Tab 6
	Proposed Development Methods & Strategy	As outline in item 8, Tab 7
	Utilization of SDB/MBE/WBE & Section 3 Business Enterprises	As outline in item 8, Tab 8
	Submission of Required Documents	As outline in item 8, Tab 9
	Developer Partner RFQ Checklist	Exhibit A
	Proposed Timeline	Exhibit B (no submittal--for reference only)
	Previous Affordable Housing Development Experience	Exhibit C, re: item 8, Tab 1
	Proposer/Developer Partner Profile Form	Exhibit D
	References	Exhibit E, As outline in item 8, Tab 10
	Instructions To Offerors—Non-Construction, HUD 5369-B	Exhibit F (no submittal--for reference only)
	Certification and Representation of Offerors—Non Construction, HUD 5369-C	Exhibit G
	Certification for a Drug-free Workplace, HUD 50070	Exhibit H
	Section 3 Clause	Exhibit I (no submittal--for reference only)
	Section 3 Business Form	Exhibit J
	Non-Collusion Certification	Exhibit K
	Public Entity Crimes Statement	Exhibit L
	Model Form of Agreement Between Owner and Design Professional, HUD 51911	Exhibit M (no submittal--for reference only)
	Table 5.1, Mandatory Contract Clauses For Small Purchases Other Than Construction	Exhibit N (no submittal--for reference only)
	Acknowledgement of Receipt of Amendment/ Modification of Solicitation	Exhibit O

EXHIBIT B

PROPOSED TIMELINE

The following schedule is the proposed timeline to be used as a reference for prospective developers so that dates may be reserved as appropriate.

*	Issue the RFQ	Monday April 21, 2014
	Deadline to Register for site visit	Thursday, May 01, 2014
*	Site Visit	Monday, May 05, 2014
*	Deadline for Written Questions	Friday, May 09, 2014
*	Publish Responses to Questions and Modifications or Addendums	Friday, May 16, 2014
*	Deadline for Submission of Responses	Monday, June 16, 2014
*	Review and Evaluation	June 2014
*	Short List	June 2014
*	Interviews with Finalists	June 2014
*	Final Scoring Published	July 2014
*	Recommendation to the LHA Board of Commissioners	July 2014
*	Negotiation of Scope and Fee for Master Developer Agreement	August 2014
*	Award of Master Developer Agreement	August 2014
*	Master Plan Development Complete	December 2014
<i>Subsequent contract awards under this solicitation are anticipated including, but not necessarily limited to: master development partnerships, vertical development partnerships, asset management and other related services at the discretion of the Developer Partner and the LHA.</i>		

EXHIBIT C

PREVIOUS AFFORDABLE HOUSING DEVELOPMENT EXPERIENCE

For each project described in item 8. **Submittal Format**, please place an “x” in the box if the Proposer/Developer Partner performed the function or utilized the described financing. For the Section 3/DBE/MBE/WBE section, please insert the appropriate numbers.

	Name of Project 1	Name of Project 2	Name of Project 3	Name of Project 4
REAL ESTATE:				
▪ Development Feasibility Studies				
▪ Sale of Real Estate				
▪ Zoning Approval				
▪ Subdivision Approval				
▪ Site Preparation Work				
▪ Environmental Work				
▪ Dedicated Infrastructure				
▪ Other (specify)				
FINANCING EMPLOYED:				
▪ Financial Feasibility Studies				
▪ LIHTC				
▪ HOPE VI				
▪ CNI				
▪ CDBG (also HOME, RHF, etc.)				
▪ FHA Multi-Family Insurance				
▪ Fannie Mae DUS				
▪ Federal Home Loan Bank				
▪ Other Insurance Programs				
▪ County Financing Programs				
▪ Bank Financing				

	Name of Project 1	Name of Project 2	Name of Project 3	Name of Project 4
▪ Bond Financing				
▪ Bond Underwriting				
▪ Tax Credit Syndicator				
▪ Personal Guarantees				
▪ Corporate Guarantees				
CONSTRUCTION SERVICES:				
▪ Construction Contractor				
▪ Construction Manager				
▪ Infrastructure Construction				
▪ Design Services				
PROPERTY MANAGEMENT:				
▪ Marketing Plan				
▪ Property Manager				
▪ Site Maintenance				
▪ Site Security				
SECTION 3/SDB/MBE/ WBE:				
▪ Dollars Paid as % of Total Development Cost				
▪ Number of Persons Employed				
MISCELLANEOUS:				
▪ Mixed Finance Proposal				
▪ Supportive Services				

(Page 1 of 2)

2. _____ Phone (____) _____
 Name Title

Type of Firm:

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Ownership
- ☐ Joint Venture

☐ Yes ☐ No

☐ American Indian ☐ Female-Owned ☐ Spanish Surname
☐ African-American ☐ Asian-American ☐ Other

PROPOSER/DEVELOPER PARTNER PROFILE FORM

(Page 2 of 2)

Federal Employer Identification Number _____

Year Firm was Established _____

Five-year summary of contract values for Developer related services (please insert appropriate Index Number*).

For Year	Index Number*	Index#	Range of Contract Value
2013	_____		
2012	_____		
2011	_____		
2010	_____		
2009	_____		

** Values to complete above matrix:*

<i>Index Number</i>	<i>Range of Total Contract Value</i>
1	< \$100,000
2	\$100,000 to \$249,999
3	\$250,000 to \$499,999
4	\$500,000 to \$999,999
5	\$1,000,000 to \$1,999,999
6	\$2,000,000 to \$4,999,999
7	\$5,000,000 to \$9,999,999
8	\$10,000,000 or more

EXHIBIT E

REFERENCES

Provide the name, mailing address, and telephone number of: two (2) community partner references, two (2) housing authority references (at least, one (1) of which from the state of Florida), two (2) tax credit investor references, and one (1) housing finance agency reference. Reference must verify Proposer's/Developer Partner's representations.

Community Partner	
Address	
Phone	
E-mail	
Community Partner	
Address	
Phone	
E-mail	
Housing Authority	
Address	
Phone	
E-mail	
Housing Authority	
Address	
Phone	
Email	
Tax Credit Investor	
Address	
Phone	
E-mail	
Tax Credit Investor	
Address	
Phone	
Email	
Housing Finance Authority	
Address	
Phone	
Email	

EXHIBIT F

INSTRUCTIONS TO OFFERORS — NON-CONSTRUCTION, HUD 5369 B

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 and 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:]

EXHIBIT G

**CERTIFICATION AND REPRESENTATION OF
OFFERORS—NON CONSTRUCTION, HUD 5369 C**

Certifications and Representations of Offerors

Non-Construction Contract

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

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)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ 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:

EXHIBIT H

CERTIFICATION FOR A DRUG-FREE WORKPLACE, HUD 50070

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 | | |
- form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

EXHIBIT I

SECTION 3 CLAUSE

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).

EXHIBIT J

SECTION 3 BUSINESS FORM

The Housing Authority of the City of Lakeland	SECTION 3 BUSINESS FORM
Company Name:	Employer (IRS) No:
Address:	Type of Business: ☐ Minority-Owned Business ☐ Woman-Owned Business
THE CONTRACTOR REPRESENTS AND CERTIFIES THAT IT IS QUALIFIED AS: ☐ A SECTION 3 BUSINESS SINCE <i>(Please check all of the following that apply to your business.)</i> ☐ 51% or more is owned by Section 3 residents.* ☐ at least, 30% of its permanent full-time employees are current Section 3 residents* or were Section 3 residents within 3 years of the date of first employment with the business. ☐ it provided 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. <u>OR</u> ☐ NOT A SECTION 3 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 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:	\$18,150	\$20,750	\$23,350	\$25,900	\$28,000	\$30,050	\$32,150	\$34,200

Date:	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.	
	Printed Name of Authorized Official:	Signature:

06-04-13

EXHIBIT K

NON-COLLUSION CERTIFICATION

Non-Collusion Certification

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 Housing Authority of the City of Lakeland is, 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.

EXHIBIT L

PUBLIC ENTITY CRIMES STATEMENT

PUBLIC ENTITY CRIMES STATEMENT

By signing this form, the *Bidder* 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 *Bidder* also certifies that it is in compliance with Section 287.133, Florida Statutes, as it relates to Public Entity crimes. More specifically, the *Bidder* 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.

EXHIBIT M

MODEL FORM OF AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL, HUD 51915

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

OMB Approval No. 2577-0157 (exp.1/31/2014)

**Model Form of Agreement Between
Owner and Design Professional**

Model Form of Agreement Between Owner and Design Professional

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

OMB Approval No. 2577-0157
(exp. 1/31/2014)

Public reporting burden for this collection of information is estimated to average 3 hours 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 agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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Introduction to Agreement

Agreement

made as of the _____ day of _____ in the year (yyyy) of _____

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in planning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- o Scale plan of all buildings, and typical dwelling units
- o Wall sections and elevations
- o Outline specifications
- o Preliminary construction cost estimates
- o Project specific analysis of codes, ordinances and regulations
- o Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
- o Site plan(s)
- o Landscape plan
- o Floor plans
- o Elevations, building and wall sections
- o Updated three dimensional line drawings
- o Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquiries
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report ☐ weekly, ☐ semi monthly, ☐ monthly, or ☐ _____. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within _____ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within _____ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within _____ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

Article B: Compensation and Payment

B. 1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ _____ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	\$ _____
Design Development Phase	\$ _____
Bidding, Construction & Contract Document Phase	\$ _____
Bidding & Award Phase	\$ _____
Construction Phase	\$ _____
Post Completion/ Warranty Phase	\$ _____
Total Basic Services	\$ _____

B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ _____. Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional’s office (s), and Owner’s office.

B. 2.1.2 Long Distance Telephone Costs. Long distance telephone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor’s own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

B .3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional’s proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner’s receipt of the invoice.

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner’s review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional’s negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ _____ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Profes-

sional to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement.

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law or when the project is located on an Indian Reservation.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional’s personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional’s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner’s convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are required by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount
_____	_____
_____	_____
_____	_____

D. 1.8 Retention of Rights. Neither the Owner’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional ‘s negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (f) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. 1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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.

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. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Article F: Other Owner Requirements (if any)

(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner	Design Professional
(Housing Authority)	(Firm)
(Signature)	(Signature)
(Print Name)	(Print Name)
(Print Title)	(Print Title)

Addendum (If any)
(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the _____ day of _____ in the year (yyyy) of _____ between the Owner _____ and Design Professional _____ on Project _____. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this _____ day of _____ in the year (yyyy) of 2.

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

EXHIBIT N

TABLE 5.1, MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

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 or 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 owed by the PHA to 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.)*

EXHIBIT O

ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT/MODIFICATION OF SOLICITATION

- 1 Amendment/Modification Number: _____
- 2 Issued By: **The Housing Authority of the City of Lakeland ("LHA")**
- 3 Date Amendment/Modification of RFQ Issued: _____
For: *Developer Partner RFQ for Westlake Apartments*
- 4 Brief Description of Amendment/Modification:

- 5 The above solicitation is amended/modified as set forth in the referenced amendment/modification as issued by the LHA. The respondent must acknowledge receipt of this amendment/modification prior to the hour and date specified for receipt of proposals by signing this form below and submitting to the LHA.

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Acknowledgment of Receipt:

Printed Name

Title

Signature

Date

Name of Firm