



PUBLIC NOTICE

REQUEST FOR PROPOSALS TO PROVIDE FEE ACCOUNTING SERVICES

The Housing Authority of the City of Lakeland (also known as the "Lakeland Housing Authority" or "LHA") acting for itself, its instrumentalities, and for its affiliate, the Lakeland-Polk Housing Corporation ("LPHC"), is requesting proposals from qualified applicants to provide computerized fee accounting services. Programs include the U.S. Department of Housing and Urban Development (HUD) sponsored 318 units of public housing contained within 4 AMPS and 1,200 Section 8 vouchers; the U.S. Department of Labor (DOL) sponsored YouthBuild program; the Florida Department of Education (FDOE) sponsored 21st Century Community Learning Center program; five partnerships with mixed income units including 353 tax credit rental housing units as well as for the real estate development and the administrative support functions based in the LHA's Administration Building. The successful proposer will enter into a one (1) year contract with an option for up to two (2) one-year renewals with the LHA. The successful proposer will also provide the services listed in item 2. Scope of Services of this Request for Proposals ("RFP") to the LHA in accordance with the monthly and annual accounting cycles.

The complete Request for Proposals (RFP) may be obtained by emailing a request to ***Procurement@LakelandHousing.org***. Responses must be submitted by 10:00 a.m., Eastern Time, on, July 17, 2014.

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

LAKELAND HOUSING AUTHORITY

FEE ACCOUNTING SERVICES REQUEST FOR PROPOSALS

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

The LHA is seeking proposals from qualified, licensed, and bonded entities to provide the following detailed services:

- 2.01 Provide oversight and verification that the general ledgers and subsidy ledgers are maintained in a timely and accurate manner in accordance with the procedures required by: HUD, DOL, Florida Housing Finance Corporation (FHFC), FDOE* and others including, but not limited, to LHA's partnerships. This oversight would include a monthly compilation of the books including a review and assistance with the posted receipts, posted AP, and that the monthly journal entries are prepared and processed accurately.

*NOTE: Although the FDOE grant will expire on July 31, 2014; there will be close-out documents required in the subsequent months.

- 2.02 Reconcile bank statements on a monthly basis.
- 2.03 Prepare financial statements on a monthly basis for presentation to the LHA Board of Commissioners.

- 2.04 Review the preparation of all required HUD financial statements and the LHA internal financial reports.
- 2.05 Review and assist with preparation of external reports for the: IRS, HUD, FHFC, DOL, FDOE, FASS, PHAS, REAC, etc.
- 2.06 Assist in the preparation of internal budgets for all programs and other financial reports as requested by the Executive Director and/or the LHA Board of Commissioners.
- 2.07 Work in conjunction with the Independent Public Accountant (IPA) who performs the LHA annual audit and resolve any audit findings during the audit that relate to financial matters.
- 2.08 Advise and consult with the Executive Director on the status of the internal control system in preparation of the Annual IPA Audit and in preparing information for the audit.
- 2.09 Analyze Annual Contributions and other significant balances, including Operating Subsidy.
- 2.10 Consult the Executive Director regarding the annual operating budgets, budget revisions, and financial statements.
- 2.11 Ensure that all accounting-related deadlines are met.
- 2.12 Provide oversight and verification of accurate monthly reporting to the Board of Commissioners on the financial status of the LHA.
- 2.13 Advise the Executive Director and the Board of Commissioners of the financial implications of proposals.
- 2.14 Monitor and make recommendations on all debt service and maintenance reserve entries.
- 2.15 Maintain the General Ledger and prepare general ledger account reconciliations as necessary--monthly, quarterly, or semi-annually.
- 2.16 Assist in the Voucher Management System (VMS) reporting submission as needed.
- 2.17 Generate all required HUD reporting forms related to the Public Housing and modernization programs.
- 2.18 Report on year-end accruals.
- 2.19 Submit Financial Data Schedules to the Real Estate Assessment Center (REAC).

- 2.20 Review all check coding for accuracy and make recommendations when necessary.
- 2.21 Review trial balances (unaudited) on a monthly basis and perform account analysis.
- 2.22 Prepare the analysis of General Fund Cash.
- 2.23 Complete the close-out for the fiscal year to including, but not be limited to: final trial balance review and verification; balance sheet; reconciliation of inter-fund and cash accounts; the preparation and electronically filing of all forms required by HUD, the partnerships, and the investors; and transmission of the Financial Data Schedule (FDS) to the Real Estate Assessment Center (REAC).
- 2.24 If required, schedule a semi-annual on-site visit in order to provide clarifications on pertinent financial matters relative to questions posed by members of the Board of Commissioners, the Auditor, the Executive Director, and/or the LHA staff.
- 2.25 Report to the Executive Director and/or the Board of Commissioners any and all items unusual in nature requiring the attention of the Executive Director and/or the Board of Commissioners.
- 2.26 Provide fee accounting services in accordance with Generally Accepted Accounting Procedures (GAAP) as well as the reporting provisions of applicable: HUD guidelines for Low Income Housing Programs; DOL guidelines; the Single Audit Act; and FDOE guidelines.
- 2.27 Prepare adjusting journal entries as necessary.
- 2.28 Maintain the property ledger, insurance register, investments register, and contract register.
- 2.29 Assist in preparing the operating budgets including Utility Adjustments, Performance Funding, and all other required budgets.
- 2.30 Assist LHA's Finance Manager with writing the required Management Discussion and Analysis (MD&A).
- 2.31 For the Section 8 programs: Assist in the preparation of or prepare as needed the: budget; year-end financials; required submissions; assistance in submitting Voucher Management System (VMS) reporting; Inter-fund reconciliations; assistance with the preparation of financial backup for the auditor; and electronic filing of un-audited Financial Data Schedule (FDS) (FASPHA) to REAC.

- 2.32 Review and implement HUD PIH notices.
- 2.33 Review and advise the Executive Director on LHA's internal control system especially during the preparation for the annual IPA audit.
- 2.34 Review and monitor for accuracy: financials, submissions, and accounting activity for all properties owned and managed by the LHA and LPHC.
- 2.35 Maintain capital funds subsidiary ledgers as required by HUD and subsidiary ledgers for any development funds or grant monies awarded.
- 2.36 Attend Board meetings or other meetings as required by the Executive Director or the Board of Commissioners.
- 2.37 Be available on an as needed basis to answer questions from a third-party LHA auditor or a funding source regarding the financial records of the LHA.
- 2.38 Assist and/or train accounting and other appropriate personnel in all phases of HUD accounting and reporting requirements and;
- 2.39 Assist and train the accounting/management staff (as needed) in handling and recording the following types of transactions (in addition to the areas already mentioned above):
 - Cash Management
 - Property & Inventory Control
 - Insurance Register Debt Service Accounts Cash Receipts
 - Cash Disbursements
 - Tenant Accounting
 - Monthly Accounting Procedures
- 2.40 Perform any other accounting and consulting services requested by the LHA and the partnerships.
- 2.41 All computerized fee accounting services must be provided via Yardi Voyager accounting software. LHA will provide licenses for the successful respondent.

3. SUBMISSION REQUIREMENTS

Each respondent must develop its submission to meet the specific requirements of item **2. Scope of Services** of this RFP. Each response must be in the format described in item **7. Submittal Format** of this RFP. The **Fee Accounting Services RFP Checklist** (Exhibit A) attached to this RFP is a mandatory submission requirement.

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

4. 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 RFP.

Ex parte communication regarding this solicitation is prohibited between a potential or current respondent and any: LHA Board of Commissioners member, LPHC Board of Directors 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 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 the specifications of this project provided by any LHA or LPHC Board member, other LHA or West Lake Management employee, or agent to a prospective Offerors shall not bind the LHA, LPHC, or West Lake Management.

In the event that a potential Offerors has questions that it would like to have addressed, the potential Offerors may email questions to Procurement@Lakelandhousing.org, prior to **9:00 a.m., Eastern Time, on, July 07, 2014**. Receipt of the request will be acknowledged. A response will be sent to all potential Offerors who received this RFP directly from the LHA on or before **6:00 p.m., Eastern Time, on July 07, 2014**.

5. MODIFICATION OF SOLICITATION

The LHA reserves the right to modify this RFP as deemed necessary by the LHA. Any such modification or amendment will be sent by email on or before **6:00 p.m., Eastern Time, on July 07, 2014** to all potential Offerors who received this RFP directly from the LHA.

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

The Offerer shall acknowledge (in Exhibit L) in its response to this RFP receipt of any amendment(s) or modification(s). The Offeror's failure to acknowledge an amendment or modification may result in rejection of the Offeror's response.

6. SUBMITTALS ARE PUBLIC RECORD

After the award of an agreement resulting from this RFP, 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 RFP.

7. 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 stationary bearing the signature of an authorized representative of the Offeror and the name(s) *and* the email address(es) 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.

Tab 1—Demonstrated Understanding of the Services to be Provided and Technical Approach:

As detailed in item 2: *Scope of Services* of this RFP, the Offeror shall clearly outline its Demonstrated Understanding of the LHA Requirements. The Offeror's Technical Approach (including, if appropriate, labor categories, estimated hours, and skill mix) and the Offeror's proposed Work Plan to provide the required services.

Note: While an Offeror may make reference to the proposed hours for each position required by the scope of work, the Offeror's proposed fees must be submitted separately from this narrative.

Provide the Offeror's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including key staff positions, method of assigning work, and procedures for maintaining level of service.)

Provide an outline of the Offeror's Demonstrated Experience in performing similar work and the Offeror's Demonstrated Successful Past Performance (including meeting costs, schedules, and performance requirements) of contract work substantially similar to the required scope of work described in this RFP.

Describe the Offeror's proposed quality control program.

Tab 2—Qualifications and Experience of the Firm to Provide the Requested Services

The Offeror must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services. The Offeror also shall describe its qualifications to provide the services and its past experience in providing these services to public entities especially public housing authorities.

Tab 3--Staff Experience and Organization:

Provide an organization chart that provides a detailed description of the organization's structure and staffing. Provide a staffing plan for this project that specifies staff's roles, existing time commitments, and previous fee accounting experience. Indicate the estimated percentage of time to be devoted to this project for each identified individual on the staffing plan. 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. Provide resumes of all key personnel that will be assigned to work with the LHA.

Tab 4--Capacity:

The Offeror shall certify that if selected as the Fee Accounting Services provider that it is 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 their proposed staff which would impair the Offeror's ability to proceed expeditiously. The Offeror should describe the knowledge and experience of the staff to be assigned to this project with *Yardi Voyager* accounting software.

Tab 5--Entry of Proposed Fees:

The Offeror must enter a proposed monthly fee and separate pricing for annual services (such as year-end submissions). The proposed fees submitted by each Offeror is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; travel; and transportation.

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

Tab 6--Training and Employment of Section 3 Individuals:

If applicable, describe some of the Offeror's successful past efforts to provide genuine training and employment to Section 3 individuals.

Note: The successful proposer will be required to comply with LHA's Section 3 and Minority and Woman Business Enterprise Policy, as applicable. The policy can be accessed at: <http://lakelandhousing.org/wp-content/uploads/MWBE-Section-3-Policy-corrected-022113.pdf>.)

Tab 7--Professional References:

For projects within the last five years, provide the name, mailing address, email address, and telephone number of ten references for recent similar projects--public entities especially housing authority references are preferred. References must verify Respondent's representations. Please use the Professional References form (Exhibit C) to provide the information.

Note: The LHA reserves the right to check other reference sources as well.

Tab 8--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 with respect to negligent acts or errors and omissions in connection with professional services to be provided.
- 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 each 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.

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 RFP:

- HUD Form 5369-C
- HUD Form 50070
- Non-Collusion Certification
- Public Entity Crime Statement
- Section 3 Business Form

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

8. 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 **10:00 a.m., Eastern Time, on July 17, 2014**. No submittal to this RFP will be accepted after this specified time.

9. SUBMISSION OF OFFERS

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

**Tom Hornack
re: Fee Accounting Services RFP
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815**

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

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

10. 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.

11. SCORING/AWARD EVALUATION CRITERIA

An evaluation committee shall evaluate and score each submittal using the method described in this RFP. The evaluation committee shall evaluate each submittal for factors such as: the ability of 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(s) 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* as described in item 7--Failure to provide this document may render the response to this RFP as *non-responsive* and, therefore, may cause the submitted response to be rejected.
 - *Demonstrated Understanding of the Services to be Provided and Technical Approach* as described in "Tab 1"—*up to 25 points*.
 - *Qualifications and Experience of the Firm to Provide the Requested Services* as described in "Tab 2"—*up to 25 points*
 - *Staff Experience and Organization* as described in "Tab 3"—*up to 15 points*
 - *Capacity* as described in "Tab 4"—*up to 10 points*
 - *Entry of Proposed Fees* as described in "Tab 5" and the comparison of these fees to the fees proposed by other Offerors—*up to 20 points*

- *Training and Employment of Section 3 Individuals* as described in “Tab 6”—up to 5 points
- *Professional References* as requested in “Tab 7”—Failure to provide these documents may render the response to this RFP as *non-responsive* and, therefore, may cause the submitted response to be rejected.
- *Submission of Required Documents* as requested in “Tab 8”—Failure to provide these documents may render the response to this RFP as *non-responsive* and, therefore, may cause the submitted response to be rejected.

Total Possible Points— 100 Points

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

12. 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 E), and Section 3 business concerns, and/or Section 3-qualified businesses (please see the Section 3 Clause—Exhibit G—and the Section 3 Business Form--Exhibit H) in this and all the LHA projects, programs, and services.

13. 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.

14. DISPUTES

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

15. 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 without the express written consent of the LHA.

16. MANDATORY CONTRACT PROVISIONS AND CLAUSES

At a minimum, each contract awarded under this RFP will require compliance with the following HUD forms: *5369-B, 5369-C, and Table 5.1*—copies are attached to this RFP--as well as compliance with applicable portions of the *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>.

**Fee Accounting Services RFP
EXHIBIT A**

FEE ACCOUNTING SERVICES RFP CHECKLIST

Note: This completed and signed off checklist is a mandatory submission requirement.

Firm Name: _____

Y/N	MANDATORY SUBMISSION/INCLUSION REQUIREMENTS*	COMMENTS
	Response to this RFP--One "Original" and Four Copies Submitted	The RFP shall be submitted in sealed envelopes and marked "Fee Accounting Services RFP"
	Submittal Deadline Met prior to 10:00 a.m., ET, July 17, 2014	
	Letter of Transmittal	As outlined in item 7
	Demonstrated Understanding of the Services to be Provided and Technical Approach	As outlined in item 7, Tab 1
	Qualifications and Experience of the Firm to Provide the Requested Services	As outlined in item 7, Tab 2
	Staff Experience and Organization	As outlined in item 7, Tab 3
	Capacity	As outlined in item 7, Tab 4
	Entry of Proposed Fees	As outlined in item 7, Tab 5
	Training and Employment of Section 3 individuals	As outlined in item 7, Tab 6
	Professional References	As outlined in item 7, Tab 7
	Submission of Required Documents	As outlined in item 7, Tab 8
	Proposer Profile Form	Exhibit B
	Professional References Form	Exhibit C
	Instructions To Offerors—Non-Construction, HUD 5369-B	Exhibit D (no submittal--for reference only)
	Certification and Representation of Offerors—Non Construction, HUD 5369-C	Exhibit E
	Certification for a Drug-free Workplace, HUD 50070	Exhibit F
	Section 3 Clause	Exhibit G (no submittal--for reference only)
	Section 3 Business Form	Exhibit H
	Non-Collusion Certification	Exhibit I
	Public Entity Crimes Statement	Exhibit J
	Table 5.1 Mandatory Contract Clauses For Small Purchases Other Than Construction	Exhibit K
	Acknowledgement of Receipt of Amendment/ Modification Of Solicitation	Exhibit L

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

EXHIBIT B

PROPOSER PROFILE FORM

(Page 1 of 2)

Firm Name:

Business Address:

City _____ State _____ Zip Code _____

Names and Titles of Two Contact Persons:

1. _____ Phone (____) _____
Name Title

2. _____ Phone (____) _____
Name Title

Submittal is for: ☐ Parent Company ☐ Division
☐ Subsidiary ☐ Branch Office

Type of Firm: ☐ Corporation
☐ Partnership
☐ Sole Ownership
☐ Joint Venture

Names & Address of Parent Company, if applicable:

Former Firm Name(s), if applicable:

Please indicate if your firm is a recognized Minority Business Enterprise.

☐ Yes ☐ No

If yes, please indicate the appropriate category(ies):

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

PROPOSER PROFILE FORM

(Page 2 of 2)

Federal Employer Identification Number _____

Year Firm was Established _____

Five-year summary of contract values for Fee Accounting 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 C

PROFESSIONAL REFERENCES

Provide the name, mailing address, telephone number, and email address of ten (10) professional references. Public entities especially housing authority references are preferred. Reference must verify Offeror's representations.

Reference	
Address	
Phone	
E-mail	
Description of Services Provided	
Dates Services Provided	
Reference	
Address	
Phone	
E-mail	
Description of Services Provided	
Dates Services Provided	
Reference	
Address	
Phone	
Email	
Description of Services Provided	
Dates Services Provided	
Reference	
Address	
Phone	
E-mail	
Description of Services	

Provided	
Dates Services Provided	
Reference	
Address	
Phone	
E-mail	
Description of Services Provided	
Dates Services Provided	
Reference	
Address	
Phone	
E-mail	
Description of Services Provided	
Dates Services Provided	
Reference	
Address	
Phone	
Email	
Description of Services Provided	
Reference	
Address	
Phone	
E-mail	
Description of Services Provided	

Dates Services Provided	
Reference	
Address	
Phone	
E-mail	
Description of Services Provided	
Dates Services Provided	
Reference	
Address	
Phone	
Email	
Description of Services Provided	
Dates Services Provided	

EXHIBIT D

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 E

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 F

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 G

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 H

SECTION 3 BUSINESS FORM

The Housing Authority of the City of Lakeland	SECTION 3 BUSINESS FORM
Business Name:	Employer (IRS) No:
Address:	Type of Business: ☐ Minority-Owned Business ☐ Woman-Owned Business
THE BUSINESS REPRESENTS AND CERTIFIES THAT IT IS <i>(Please check one of the following two choices):</i> ☐ A SECTION 3 QUALIFIED BUSINESS since <i>(Please check all of the following that apply to your business.)</i> ☐ 51% or more is owned by Section 3 qualified residents.* ☐ at least, 30% of its permanent full-time employees are current Section 3 qualified residents* or were Section 3 qualified residents within 3 years of the date of first employment with the business. ☐ it provided written evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories. <u>OR</u> ☐ NOT A SECTION 3 QUALIFIED BUSINESS, but who has and will continue to seek compliance with Section 3 by certifying its efforts to award subcontracts to Section 3 concerns.	

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

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

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

EXHIBIT I
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 J

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 K

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 of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

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

EXHIBIT L

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 RFP Issued: _____
For: *Fee Accounting Services*
- 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