



REQUEST FOR PROPOSALS

The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority or LHA) acting for itself and its instrumentalities is requesting proposals from licensed and qualified professionals for **Financial Advisor Services**. The awarded contract will be for a base period of two years with an option to extend for up to an additional three-year period.

LHA reserves the right to award an unspecified number of contracts resulting from this Request for Proposals. Responses must be submitted by **2:00 p.m., Eastern Time, on October 23, 2013**. The appropriate forms may be obtained by emailing a request to ***Procurement@LakelandHousing.org***.

Minority and Woman Business Enterprises (MBE/WBE) and Section 3 firms are strongly encouraged to respond to this and all LHA solicitations.

LAKELAND HOUSING AUTHORITY

REQUEST FOR PROPOSALS FOR FINANCIAL ADVISOR SERVICES

1. ADMINISTRATIVE BACKGROUND

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

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

2. SCOPE OF SERVICES

A. General

LHA is requesting proposals from qualified individuals, firms, or teams ("Financial Advisor") to provide an indefinite delivery, indefinite quantity ("IDIQ") of various financial services to assist LHA with, among other items, its Strategic Plan. Specifically, LHA intends to establish a pool of two or more Financial Advisors to serve in a full-service capacity for purposes of advising LHA, as-needed, on all financial matters and programs of work involving public and/or affordable housing assets that will be disposed of or redeveloped as part of the Strategic Plan. The Financial Advisor(s) selected for the IDIQ pool will report to and be a direct advisor to the Executive Director and/or his designee. The initial scope of work will involve analyzing LHA's sources of revenue, existing financial obligations, and Strategic Plan to determine which types of initiatives should be implemented to further LHA's mission while strengthening its cash position. The Financial Advisor(s) will also be tasked with assisting LHA's executive staff in developing a Financing Plan for LHA. Additionally, the Financial Advisor(s) will be tasked to provide various financial services during implementation. These tasks shall include, but not be limited to: financial plans and models, audited financial statements, and cost-benefit analysis for Payments In Lieu of Taxes ("PILOT").

The awarded continuing contracts will be for a base period of two (2) years with an option to extend for up to an additional three (3)-year period. The services will be contracted as individual task orders issued against the main contract and will include specific scopes of work. Individual task orders must be awarded within the IDIQ contract term. However, the performance period of individual task orders may exceed the IDIQ contract term. If the duration of a task order extends beyond the term of the IDIQ contract, the terms and conditions of the IDIQ contract will continue in effect through completion of the task order.

B. SPECIFIC REQUIREMENTS

The successful respondent(s) shall perform but, not be limited to, the following Scope of Services:

1. Review existing Strategic and Financing Plans and make recommendations for revisions and updates.
2. Identify funding sources and generate financing plans and models for multiple multi-phase sites that are consistent with the updated Strategic Plan.
3. Assist staff in investigating, negotiating, and structuring financing that includes: low-income housing tax credits ("LIHTC"); tax exempt bonds; HOPE VI Funds; Replacement Housing Factor ("RHF") Funds; Capital Funds; Community Development Block Grant ("CDBG") Funds; HOME Funds; Affordable Housing Program ("AHP") Funds; and other funding sources recommended by the Financial Advisor(s).
4. Aid staff in determining whether or not LHA should apply for conversion of its public housing units via HUD's Rental Assistance Demonstration ("RAD") program during the second component or wait to apply later within the open application period.
5. Investigate other financing options for capital improvements, e.g., Energy Performance Contracts ("EPC"), the Capital Fund Financing Program ("CFFP").
6. Prepare cost-benefit analysis for PILOT proposals.
7. Assist staff with preparation of funding applications.
8. Analyze financial performance of properties for possible acquisition.
9. Examine financial performance of LHA assets.
10. Provide financial analysis on LHA business activities and make recommendations to the Executive Director or his designee.

11. Analyze risks and other financial implications of terms and conditions required by investor or lenders.
12. Assist staff in reviewing transaction documents.
13. Aid staff in developing and implementing tax-exempt financing options.
14. Assist staff with financial closings.
15. Prepare: audited financial statements; income statements; operating statements; pro formas; forensic audits; and other required financial reports and/or statements.

The Financial Advisor may be required to accompany LHA staff to and make presentations at meetings with various stakeholders. LHA stakeholders include, but are not limited to: the LHA Board of Commissioners; the City-Wide Resident Organization; the Resident Advisory Board; the Florida Housing Finance Corporation; the City of Lakeland; and various Polk County government agencies.

3. SUBMITTAL FORMAT

Submittal Format: Submittals should be provided in the following format securely bound. Page separators/tabs must clearly identify each section to facilitate quick reference and comparison to the material submitted by other proposers. Brevity will be appreciated.

Letter of Transmittal:

Please include a letter of transmittal bearing the signature of an authorized representative of the Proposer and the name of the individual authorized to negotiate services and costs with LHA.

Tab 1—Experience

Under this tab, the Proposer must:

- Demonstrate knowledge of the regulatory framework of HUD programs. Knowledge shall include: eligibility of cost, internal control environment, audit requirements, program and grant compliance with OMB Circulars A-87 and A-102 along with general financing operations for each program.
- Provide evidence of a minimum of five years' experience in administering, evaluating, executing, and innovating HUD and community development related programs and initiatives.

- Provide evidence of a minimum of five years' experience with layered financing including, but not limited to, LIHTCs and mixed finance development projects.
- Show an understanding of other state housing finance funds including Tax Credit Assistant Program ("TCAP") Funds and Tax Credit Exchange Program ("TCEP") Funds.
- Demonstrate experience in overall programmatic framework for operating properties post redevelopment.
- Provide evidence of projects with a similar scope and complexity within the last three years.
- Indicate the size of its firm. The firm size should be stated in the *average* volume of work per year for the last five years. The size categories are: *Small Firm* (up to \$10 million per year), *Medium Firm* (\$10-20 million per year), and *Large Firm* (\$20 million-plus per year).
(Note: In its sole discretion, LHA reserves the right to group and then evaluate the submitted responses by the three sizes of firms listed above. For example, the response of a Medium-size firm may be grouped into the Medium-size category. In that case, the Medium-size firm will only have its response evaluated along with the responses of other Medium-size firms.)

Tab 2--Staff Experience and Organization:

The Financial Advisor shall provide experienced, qualified, and capable personnel to perform the functions and responsibilities outlined in item **2. Scope of Services** (above). Experience with public housing authorities ("PHAs") and an understanding of operating subsidy are essential. Under this tab, the Proposer must:

- Provide an organization chart and resumes of the key staff that will be assigned to work with LHA. Include qualifications and pertinent experience.
- Show the experience of these key personnel on projects of similar size and nature. Specifically, show the experience that these key personnel have working with each other on previous projects.
- Provide a staffing plan of who will be responsible for the specific tasks identified by item **2. Scope of Services**.

Tab 3—Capacity to Provide Professional Services in a Timely Manner:

Under this tab, the Proposer must:

- Discuss its approach or method in carrying out tasks identified in item **2. Scope of Services** (above)

Tab 4—Fee Schedule:

Under this tab, the Proposer must:

- Provide a detailed fee schedule which includes information on: hourly rates, travel costs, per diem, fees, and other miscellaneous cost factors.
(*Note: All pricing and proposed services are subject to later negotiation.*)

Tab 5--Submission of Required Documents

Under this tab, the Proposer must:

A. Provide the following documents:

- At least, ten references for recent projects—preferably with public sector entities—where services similar to the services requested in this RFP were provided—provide: name, entity, position, and phone number.
- Proof of current Errors and Omissions Insurance coverage
- Proof of Professional Licenses and/or Certification

B. 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

(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>.)

4. SUBMITTAL SCHEDULE

An original—designated as the “original” and signed in blue ink--and **four (4)** copies of the submittal are to be delivered to LHA on or before **2:00 p.m., Eastern Time, on October 23, 2013**. No submittal to this RFP will be accepted after this specified time.

(NOTE: LHA reserves the right to reject any response to this RFP that does not provide the requested number of copies.)

5. SUBMISSION OF OFFERS

By submitting its response to this RFP, the Proposer thereby agrees to begin to provide services within two (2) weeks after signing the contract.

All submittals are to be delivered by mail, package delivery service, or hand-delivered in sealed envelopes and addressed to:

Tom Hornack
re: Financial Advisor Services RFP Response
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815

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

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

6. CLARIFICATION OF RESPONSES

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

7. SCORING/AWARD EVALUATION CRITERIA

A review committee shall evaluate and score each submittal using the methods described in this RFP. A contract will be awarded to the respondent(s) whose submittal best meets the needs and requirements of LHA. LHA reserves the right to reject any or all submittals, to award one or more contracts, *or* to award no contract. An interview with the finalists may or may not be required at the discretion of LHA.

The respective weights of evaluation criteria to be used in reviewing submittals are as follows:

- *Experience* as requested in "Tab 1"--*up to 35 points*
- *Staff Experience and Organization* as requested in "Tab 2"—*up to 20 points*
- *Capacity to Provide Professional Services in a Timely Manner* as requested in "Tab 3"—*up to 25 points*
- *Fee Schedule* as requested in "Tab 4"--*up to 20 points*

- *Submission of Required Documents* as requested in “Tab 5”—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

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

8. GENERAL CONDITIONS:

Communications--In order to maintain a fair and impartial competitive process, LHA shall avoid private communication concerning this procurement with prospective proposer 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, LHA staff member, or any other person serving as an evaluator during this procurement process. A respondent who directly contacts any LHA Board of Commissioners member, LHA staff member, or proposal evaluator regarding this solicitation risks elimination of its proposal from consideration. Correspondence with the LHA’s Administrative Services Manager, **Tom Hornack**, does not constitute *ex parte* communication. Oral or written instructions or information concerning the specifications of this project given out by any LHA Board of Commissioners member or another LHA employee or LHA agent to a prospective proposer shall not bind LHA.

In the event that a potential proposer has questions that he/she would like to have addressed, the potential proposer may email questions to: Procurement@Lakelandhousing.org, prior to **9:00 a.m., Eastern Time, on October 10, 2013**. Receipt of request will be acknowledged. On or before **5:00 p.m., Eastern Time, on October 10, 2013**, a response will be sent to all potential proposers who received this RFP directly from LHA. It is the potential proposer’s responsibility to monitor his/her email account for additional information relevant to this RFP.

9. MODIFICATION OF SOLICITATION

LHA reserves the right to modify this RFP as deemed necessary by LHA. Any such modification or amendment will be sent by email on or before **5:00 p.m., Eastern Time, on October 10, 2013** to all potential proposers who received this RFP directly from LHA.

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

LHA's policies and/or the laws governing the U.S. Department of Housing and Urban Development (HUD) and/or State of Florida programs.

10. SUBMITTALS ARE PUBLIC RECORD

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

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

LHA strongly encourages the participation of Small Businesses, Minority-owned businesses, Women-owned businesses (please see item 2 of HUD Form 5369-C-- attached), and/or Section 3-qualified businesses (please see Section 3 Business Form attached) in this and all LHA projects, programs, and services.

12. 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 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 LHA. No respondent shall be assisted in bringing its submittal up to the level of another in order to be considered for award. LHA reserves the right to request additional information concerning any/all submittals submitted. A common deadline shall be established for the receipt of submittal revisions based on negotiations.

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

13. 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 LHA shall be final and binding upon all parties.

14. ASSIGNMENT

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

15. MANDATORY CONTRACT PROVISIONS AND CLAUSES

At a minimum, a contract awarded under this RFP will require compliance with the following HUD forms: *5369-B*, *5369-C*; and *Table 5.1*—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>.

ATTACHED FORMS

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:

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)

Form with fields for Name of Authorized Official, Title, Signature, and Date.

NON-COLLUSION CERTIFICATION

re: **FINANCIAL ADVISOR SERVICES**

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.

PUBLIC ENTITY CRIMES STATEMENT

re: FINANCIAL ADVISOR SERVICES

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

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

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

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

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

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

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

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

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

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

Procurement of Recovered Materials

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

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

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

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

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

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract 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.)*