



PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS For GREEN PHYSICAL NEEDS ASSESSMENT SERVICES

The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority or LHA) acting for itself and/or for its various instrumentalities and affiliates is requesting qualifications from engineering firms for services in developing an initial Green Physical Needs Assessment (GPNA). The scope of services for this GPNA will consist of a physical inspection of 318 public housing units situated throughout six developments within LHA's housing portfolio. Additionally, the GPNA shall include all non-dwelling buildings and administrative buildings associated with the six developments including, but not limited to, the administrative building located at 430 Hartsell Avenue.

The complete Request for Qualifications (RFQ) may be obtained by emailing a request to ***Procurement@LakelandHousing.org***.

Responses to this RFQ must be submitted by 2:00 p.m., Eastern Time, on April 29, 2013.

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

LAKELAND HOUSING AUTHORITY

INDEFINITE DELIVERY, INDEFINITE QUANTITY ENGINEERING SERVICES REQUEST FOR QUALIFICATIONS

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 or its affiliates currently owns and with the assistance of *West Lake Management, LLC*, manages: federally assisted housing units (public housing); 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--most in the City 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

The Lakeland Housing Authority (LHA) is seeking a qualified firm (Consultant) to provide services in developing an initial Green Physical Needs Assessment (GPNA) covering public housing units within the LHA's portfolio. LHA manages 318 public housing units; 1,090 Housing Choice Vouchers (HCV); 117 site-based HCV; and 236 units of affordable housing. The scope of services for this GPNA will consist of a physical inspection of the 318 public housing units situated throughout six developments within LHA's housing portfolio. Additionally, the GPNA shall include all non-dwelling buildings and administrative buildings associated with the six developments including, but not limited to, the administrative office located at 430 Hartsell Avenue, Lakeland. The selected Consultant will provide a full range of services including evaluating the existing conditions of the housing stock comprised of a random selection of units, common areas, offices, and program areas. All services must be in accordance with the existing, future, and current rules, orders, directives, regulations and handbooks promulgated by the U.S. Department of Housing and Urban Development (HUD). All identified physical improvements will meet or exceed the HUD mandatory standards as well as those established by local health, safety, and building codes. At a minimum, the Consultant will be required to identify and provide a description of all physical improvements that will be required to bring the property back to a level comparable with "as built" to the

degree reasonably possible based on available components and age of the structure. The effort should provide LHA with the information necessary to ensure long term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be in a format suitable for HUD reporting requirements. HUD has developed tools to be implemented by all public housing authorities for the performance of a GPNA. The tools consist of standardized forms and a guidance manual that outlines procedures and protocols for performing the HUD required GPNA. The HUD GPNA format will much more closely resemble physical needs assessments (PNAs) generally in use in the real estate industry and, in that regard, is neither unique nor anticipated to require specialized skills beyond those that PNA providers typically possess. The GPNA will collect information on four main *Needs Components* which together will provide an aggregate *Capital Needs number*. The four (4) Needs Components include: replacement/refurbishment needs, sustainability needs, marketability/livability needs, and accessibility needs. These items will be categorized by *immediate needs* as well as the needs that can be *distributed over a 20 year term* expressed in terms of dollars required to meet the needs. The requested GPNA will include the customary elements of a physical need assessment performed to generally accepted industry standards. These items include but are not limited to the following:

1. Gather Asset Management Group (AMP) information and describe:
 - Site
 - Building Exterior
 - Building Systems including date of installation = year (age)
 - Common Areas
 - Units
 - Building Mechanical Equipment including date of installation = year (age)
 - Non-Dwelling Equipment including date of installation = year (age)
 - Gross Property Area
 - Gross Parking Area
 - Gross Paved Pedestrian Area
 - Gross Playground Area
 - Number of Basketball Courts
 - Average Basketball Area
 - Other--to be determined
2. Create Unit Sets
Unit Set refers to an established building grouping within an AMP grouped by which share characteristics, such as unit types in typical buildings such as row houses, duplexes, single family, etc.: number of bedrooms, number of full and half baths, ceiling height, and floor area. Include detail each type such as: unit size, e.g., one-, two-, and three-bedrooms, square footage, etc.
3. Define Components by Unit Sets using short narratives.
4. Basic facilities information shall be compiled from interviews with

knowledgeable people within and outside LHA and from existing documents such as building lists, plans, engineering studies, and maintenance records. A thorough interview should inquire about:

- The Development/AMP's historical repairs and replacements and their costs
- The level of preventive maintenance exercised
- Any pending repairs and improvements
- The frequency of repairs and replacements
- The ongoing systemic issues related to the Development/AMP's physical condition

5. Data collection and review to include, at least, any previously performed PNA provided by LHA; previously performed energy audits; appropriate energy conservation or other green data; relevant regulatory actions; project drawings as available; system testing reports (i.e.: fire alarms, sprinklers, elevators etc.); utility usage pattern; repair and replacement history; and preventative maintenance plans.

Available LHA resources are as follows:

- Blueprints or to-scale drawings--Documents such as elevations, mechanicals, etc. that include the site, dwelling and non-dwelling buildings, and units
- Site Maps - Copies of development site maps
- 504 Transition Plan--Review the most up-to-date (annually updated) plan. The purpose of obtaining the plan is to record improvements remaining to be completed as reported by LHA.
- Energy Audit--a copy of the most recent energy audit, including utility consumption data, recommended energy conservation measures (ECMs), and projected savings based on implementation of those measures.
- Energy Performance Contract--the contract and its performance status should be reviewed to determine its impact on implementation of energy conservation measures.
- Green Data--documentation on green initiatives; including information on affected building systems and components may be identified.
- Physical Needs Assessment--A copy of the last assessment provides historical data that should be used in formulating the currently scheduled GPNA.
- UPCS Annual Inspection Reports--assist the GPNA team in identifying modernization items.
- PHAS, PASS, and MASS Reports
- REAC Report(s)
- Resident Complaint Reports, Resident Meeting Reports, and Resident Questionnaires
- HUD Review Reports, Recommendations, Improvements, and Findings
- Major Current Bid Estimates, i.e., Major Structural Work, Playground Replacement, etc.

- Maintenance Records and Maintenance Plan
- Environmental Reports—Lead-based paint and asbestos testing and abatement reports. Review of these reports will help determine what testing and abatement that may be needed by the agency with results to be recorded in the GPNA tool.
- Architect and Engineer Reports
- Capital Fund Performance and Evaluation (P&E) Reports for the last five years.

It is very important to confirm that available architectural plans accurately represent buildings and units.

6. Confirmation of accurate quantities for applicable components and measurement or other quantification of components.
7. Sampling Size:
 - Each LHA Development/AMP has five components available for assessment.
 - Site: Establish a plan to inspect 100% of site, all systems, paving and grading, building exteriors/envelope, finishes, program areas, offices, basements, utilities, laundry facilities, mechanical areas, sprinklers, emergency systems, security, crawl spaces, etc. Note if individual units have individual HVAC, basements, etc., then these will be part of the 10% (maybe a 50%) sample, except in cases where there may be atypical components which should be assessed individually.
 - Units: For dwelling spaces, establish a sampling methodology that will include 10% of all units per property. The sample should also include, at least, one of each apartment size in each building type. Units must be distributed so that a variety of conditions will be evaluated (top floor units, corner units, areas where weathering occurs, etc.). Section 504 units will be included so that they are also represented equitably in the sampling methodology including locations and bedroom sizes.
 - Common Areas: Establish a methodology that will sample common lobby areas and corridors.
 - In the case of scattered units, at least, 50% of the units are to be surveyed should the conditions vary unless such units are known to be in the same condition, survey at least 20% of the total.
8. An inspection and assessment of all building systems. A "system" is defined as a quantifiable component in one of five categories: site, building exterior, mechanical and electrical components, building interior, or specialty.
9. The physical improvement needs inspection will examine: the average useful life of the systems in use and determine the replacement needs of the systems (assuming routine and timely maintenance is performed) during the twenty-year period covered; identification of the remaining life expectancy of each system's components and the life span of the recommended

modernization elements; assessment of the current condition of each system's components and the determination of the level of repair necessary to restore each component to optimal condition; rating of system component required, major action required, replacement required; determination of unit costs and quantities for each repair action required for each system. Each individual component will receive an estimate of Expected Useful Life (EUL).

10. As part of the assessment, each individual component will be provided with a replacement cost on an individual component and for a total of those components. For example, a cost per window and per window times all similar windows.
11. Each area that is designated as part of Section 504 or Americans with Disabilities Act (ADA) requirements will be inspected to assure the components are functioning per their purpose. Note a regulatory compliance review is not required for these units or areas, just a functionality and EUL assessment.
12. During the assessment, photographs may be taken, as appropriate, in order to support the required replacement or refurbishment actions as determined by LHA.
13. The Consultant shall divide the physical work needed, as identified in the physical needs assessment, into system components; establish priorities among the system components by development, building, and year, based upon the relative urgency of need; and estimate the cost of the physical work for each system component by development, by building, and by year. Priority shall be established by the rating of system component conditions: no action required; minor action required moderate action required; major action required; or replacement required. Consideration should be given to (1) emergency conditions; (2) statutory or legally mandated requirements; (3) Section 504 needs assessments requirements; and (4) lead-based paint testing and abatement requirements and construction sequencing when determining priorities. Explanation should be given to any element that would be out of the sequence due to HUD's mandatory priorities listed above. Cost and opportunity cost implications for these capital funds should be explained.
14. A written summary of current conditions with photos, as appropriate, and recommendations for prioritization of repair and replacement needs as well as the development of a 20-year schedule of replacements and corresponding capital needs applying lifecycle and component cost standards that will be provided in the GPNA tool and manual guidance.
15. The Consultant shall develop a twenty-year plan for carrying out the physical improvements. The Consultant must indicate how LHA should use available Capital Funds to address deficiencies identified in the physical needs assessment.

16. The physical needs assessment shall identify all of the work that LHA requires to bring each of its developments to HUD standards for: modernization; energy conservation life-cycle cost effective performance standards; lead-based paint testing and abatement requirements; the replacement needs of equipment and structural elements during the period covered; and a preliminary estimate of cost. Additionally, this needs assessment will consider work items necessary to bring developments up to standards that will make them comparable to market-rate units in the surrounding areas.
17. The GPNA will examine Section 504 needs and will incorporate their findings into this body of work.
18. If no physical improvement needs are required, it shall be so indicated. If the LHA intends to convert units to homeownership, this, too, shall be indicated.
19. The Green Physical Needs Assessment is to be completed without regard to the availability of funds needed to complete the physical work.
20. Development of a database in standard software to be provided to LHA for its use so that reports of physical improvement needs (including comments and photographs) and their costs can be generated by any combination of variables collected during inspection, not limited to: development, building, system component, year, and/or rating of system component conditions (level of repair necessary).
21. A preliminary estimate of the cost to complete the physical work using a standard, nationally-recognized cost index such as R.S. Means' or Marshall & Swift.
22. Review of findings with LHA and approval of the GPNA by LHA.

ENERGY AUDIT

An energy audit shall analyze utility consumption, review property and building data, and evaluate Core ECMs that could result in cost-effective energy and water conservation. At the option of the LHA, an energy audit may also evaluate Advanced ECMs and green measures. Energy audits for public housing shall at a minimum consider the Core ECMs and provides a comprehensive assessment report that includes:

1. A summary review of the findings of any previous energy audits.
2. An assessment of the existing property physical components affecting energy consumption, including an evaluation of the performance and condition of components within the Core ECM categories. A payback

analysis for Core ECMs is required. Current guidance for a payback analysis is contained in the HUD publication "Energy Conservation for Housing—A Workbook," dated September, 1998 (available at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/procirams/ph/phecaresources)

3. An assessment of building operations, maintenance, and resident education as it relates to energy conservation and green practices.
4. Analysis of fuel, electricity, and water bills and usage for, at least, the LHA-held accounts for trend analysis and industry benchmarking and for tenant-held accounts where usage information is in the possession of LHA.
5. Identification and evaluation of all energy conservation measures considered, which shall include, at least, those that have the potential for cost-effective implementation.
6. Categorization of recommended energy conservation measures into improvements with payback periods of: 12 years or less, greater than 12 years and less than or equal to 20 years; and more than 20 years.
7. Projected cost of ECMs, and where a standard (less energy-efficient) building component is available, the projected cost of the standard component and the incremental cost of the ECM.
8. Projected annual savings in water consumption.
9. Projected annual energy consumption savings in the appropriate unit of measurement (i.e., kilowatt hours, British Thermal Unit (BTU), gallons, cubic feet etc.) for recommended ECMs.
10. Projected annual savings in dollars for recommended ECMs.
11. Expected Useful Life (EUL) of all ECMs and green measures.
12. Identification of life cycle costs or savings of ECMs and green measures, including disposal costs and maintenance costs.
13. Energy auditor recommendations for optimal sequencing of ECM implementation for maximum benefit.

The energy audit will identify related physical work items that must be implemented at the same time to assure that a specific ECM can provide the maximum savings calculated, as well as to maintain health and safety (e.g., a weatherization project may require adjustments to ventilation systems to maintain adequate fresh air exchange). These complementary activities should be viewed as part of an improvement package required to achieve the overall energy savings.

Where ECMs would replace existing components at the end of their useful life, the payback period shall be calculated by dividing the incremental cost of replacement with an ECM as compared with a standard component, by the projected annual savings of the ECM as compared with a standard component. Where ECMs would replace existing components before the end of their useful life (early replacement), the payback period calculation shall be modified to add the value of the remaining useful life of the component being replaced to the incremental cost of the ECM. This payback period calculation shall be modified in a manner acceptable to HUD. Where ECMs would improve a project by adding new systems or new functionality, such as in the case of energy-generating equipment, the payback period shall be calculated by dividing the total cost of the ECM by the projected annual savings.

The energy audit shall differentiate between activities that are routine operating and maintenance activities and ECMs that are capital expenditures and can be financed with capital funds. Cleaning or changing air filters on certain mechanical equipment is a routine operational maintenance function that may result in energy conservation but is not an eligible capital expense.

The potential for cost-effective implementation of an energy conservation measure must be evaluated when the payback period is equal to or less than the estimated useful life of the component or 12 years, whichever is less. Complete lifecycle cost analysis to refine cost impacts of energy conservation measures is recommended for those measures initially determined to be cost-effective.

The energy auditor shall report on a project-level basis. The energy auditor shall submit a baseline report to LHA and may submit an expanded report, as noted below. The report shall include the elements in § 905.300(b)(14)(i) for at least the ECMs identified in § 905.300(b)(14)(i)(D). The baseline report shall include a recommendation as to whether LHA should complete more extensive engineering reviews to determine whether consideration of Advanced ECMs or others would be warranted.

The energy auditor's recommendation shall be based upon the potential lifecycle cost savings of the ECMs, the complexity associated with implementing the ECMs, and the age and condition of the project as a whole.

If LHA directs the energy auditor to complete additional analysis on these ECMs, the energy audit shall be expanded to include that analysis.

This energy audit is not an investment grade energy audit, but must cover all projects, and be sufficient to determine projected savings and to prioritize potential work based on the goals and objectives identified by LHA (e.g., quickest payback, largest payback, speed of implementation, etc.).

Note on Green Measures: Green measures are products, systems, or processes that do not necessarily conserve energy but result in other environmental benefits. These include, for example: use of low volatility or nonvolatile organic compound cabinets, flooring, paints, or sealants; physical changes required to effectively

implement integrated pest management; and hazardous waste or construction debris removal processes.

An energy audit shall identify green measures if LHA directs the energy auditor to include them in the energy audit, but they are not required to be included. Where an energy audit includes green measures, it shall identify the projected cost of the green measure. Where a standard building component is available, it shall identify the projected cost for the standard component and the incremental cost of the green measure.

3.A. MINIMUM QUALIFICATIONS OF A GPNA PROVIDER

The GPNA provider shall be experienced in the performance of residential building assessment including building systems, health and safety conditions, physical and structural conditions, cost estimating, and building modernization. The GPNA provider shall have knowledge of energy efficiency and green capital upgrade and construction practices.

Additional qualifications shall include:

1. Five years or more of direct experience in physical facility inspection and/or assessment including systems, roofs, structural components, living spaces, plumbing, electrical, HVAC, building envelope, emergency systems, elevators, community and program spaces, offices, grounds, and other amenities;
2. Five years or more of direct experience in cost estimating;
3. Knowledge of applicable building standards, ordinances and codes, including federal, state, and local requirements as demonstrated by experience, training, or certifications;
4. Knowledge of energy conservation and energy efficiency and green capital upgrade and construction practices, as demonstrated by experience, training, or certifications;
5. Knowledge of Section 504 and American with Disabilities Act; and
6. Working knowledge of commonly used computer technology and software.

3.B. ADDITIONAL QUALIFICATIONS OF A GPNA PROVIDER

1. The Consultant must be licensed in the State of Florida.
2. The Consultant must demonstrate a minimum of eight (8) years' experience working for or contracting with a housing authority and/or related housing or

government agencies and must specifically have experience in conducting Physical Needs Assessments.

3. The Consultant must provide a certification statement that it is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
4. The Consultant must provide a minimum of five references with contact names, addresses and telephone numbers of housing authorities where work has been performed.
5. The Consultant must demonstrate experience in using HUD's new GPNA tool.

4. COMMUNICATION

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

Ex parte communication regarding this solicitation is prohibited between a potential or current respondent and any LHA or *Lakeland-Polk Housing Corporation* ("LPHC") Board of Commissioners member, LHA or West Lake Management staff, or any other person serving as an evaluator during this procurement process. Respondents contacting any LHA or LPHC Board of Commissioners member, LHA or West Lake Management employee, or proposal evaluator regarding this solicitation risk elimination of their proposals from consideration. Correspondence with the LHA's Administrative Services 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 of Commissioners member, other LHA or West Lake Management employee, or agent to a prospective offeror shall not bind LHA or West Lake Management.

In the event that a potential offeror has questions that he/she would like to have addressed, the potential offeror may email questions to Procurement@Lakelandhousing.org, prior to **8:00 a.m., Eastern Time, on April 17, 2013**. Receipt of request will be acknowledged. A response will be sent to all potential offerors who received this RFQ directly from LHA on or before **5:00 p.m., Eastern Time, on April 17, 2013**.

5. MODIFICATION OF SOLICITATION

LHA reserves the right to modify this RFQ 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 April 17, 2013** to all potential offerors who received this RFQ directly from LHA.

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

6. SUBMITTALS ARE PUBLIC RECORD

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

7. SUBMITTAL FORMAT

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

Letter of Transmittal:

Include a letter of transmittal bearing the signature of an authorized representative of the offeror and the name(s) of the individual(s) authorized to negotiate services and costs with LHA.

Tab 1--Experience

Demonstrate the offeror's experience and competence in the type of work requested. Demonstrate the offeror's familiarity with HUD's new GPNA tool. Provide an organization chart and resumes of the personnel that will be assigned to work with LHA. Include individual staff qualifications and pertinent staff experience.

Tab 2—Capability and Capacity

Demonstrate the offeror's capability and capacity to accomplish the required work within the required timeframe. (Please be advised that the timetable for completion is subject to changed based on HUD's ability to release the Final Rule for Green Physical Needs Assessment at 24 CFR 905. September 1, 2013 should be used as the most probable deadline currently available.) Demonstrate familiarity with Public Housing Programs, Capital Fund Programs, and HUD rules, regulations and guidelines pertaining to the operations of these programs. Describe the offeror's current and projected workload in the next twelve months.

Tab 3--Submission of Required Documents

Provide:

- A copy of current State of Florida Engineering license(s).
- Proof of current Errors and Omissions insurance coverage.
- A minimum of five references with contact names, addresses and telephone numbers of housing authorities where work has been performed.

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

- HUD Form 5369-C
- HUD Form 50070
- Section 3 Business Form (Note: The Consultant will be required to comply with *LHA's Section 3 and Minority and Woman Business Enterprise* Policy, as applicable, which can be accessed at: <http://lakelandhousing.org/wp-content/uploads/MWBE-Section-3-Policy-corrected-022113.pdf>.)
- Non-Collusion Certification, and
- Public Entity Crime Statement.

8. 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 April 29, 2013**. No submittal to this RFQ 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: Green Physical Needs Assessment Services RFQ
430 Hartsell Avenue
Lakeland, Florida 33815**

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

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

10. CLARIFICATION OF RESPONSES

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 RFQ. The evaluation committee shall evaluate each submittal for factors such as the: ability of the professional personnel; past performance; capability and capacity to accomplish the required work; familiarity with HUD rules, regulations and guidelines; and other factors that address the anticipated needs and requirements of LHA. LHA may conduct discussions with and may require public presentations by firms regarding their qualifications, their approach to the project,

and their ability to furnish the required services. A contract will be awarded to the respondent whose submittal best meets the above qualifications as well as the needs and requirements of LHA. LHA reserves the right to reject any or all submittals or to award one contract or no contract.

- a. The evaluation criteria to be used in reviewing submittals and their respective weights are as follows:
 - Offeror's experience as described in Tab #1—*up to 35 points*
 - Offeror's capability and capacity in Tab #2--*up to 55 points*
 - Submission of required documents as described in Tab #3—*up to 10 points*

Total Possible Points—100 Points

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

12. 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.

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 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.

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 RFQ, the decision of 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(s) without the express written consent of LHA.

16. MANDATORY CONTRACT PROVISIONS AND CLAUSES

At a minimum, each contract awarded under this RFQ will comply with HUD Table 5, Form 5369-B, and Form 5369-C as well as HUD Section 3 guidelines. All of which are attached to this RFQ.

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)
- | | | |
|-----------------------------|-------|------|
| Name of Authorized Official | Title | |
| Signature | | Date |
| X | | |
- form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

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.

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.

Section 3 Clause

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

[Page 604]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

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

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

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

Sec. 135.38 Section 3 clause.

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

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

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

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

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

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

Section 3 Clause

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

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

The Housing Authority of the City of Lakeland	SECTION 3 BUSINESS FORM
Company Name:	Employer (IRS) No:
Address:	Type of Business: ☐ Minority-Owned Business ☐ Woman-Owned Business
THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT: ☐ IS A SECTION 3 BUSINESS CONCERN SINCE ☐ 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. ☐ IS NOT A SECTION 3 BUSINESS CONCERN BUT WHO HAS AND WILL CONTINUE TO SEEK COMPLIANCE WITH SECTION 3 BY CERTIFYING ITS EFFORTS TO AWARD SUBCONTRACTS TO SECTION 3 CONCERNS.	

BACKGROUND:

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are generated because of a project or activity undertaken by a recipient of HUD financial assistance necessitating the employment of additional personnel through the individual hiring or the awarding of contracts for work, the recipient must give preference in hiring to low and very-low income persons. Section 3 requires that the recipient not only include low and very-low persons in their recruitment and solicitation efforts; but that in fact, extra or great efforts be undertaken to make these persons aware of the existence of economic opportunities, encourage their application for these opportunities, and facilitate the employment of or award of contracts to these persons.

A Section 3 resident is defined as a: (a) Public Housing Resident or (b) an individual who resides in the within Polk County and who meets the following:

Persons in Household	1	2	3	4	5	6	7	8
Low-Income	\$30550	34900	39250	43600	47100	50600	54100	57600
Very Low-Income	\$19100	21800	24550	27250	29450	31650	33800	36000

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:

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.)*

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:]