



PUBLIC NOTICE

REQUEST FOR PROPOSALS

HOUSING QUALITY STANDARDS (HQS) INSPECTION SERVICES

The **Housing Authority of the City of Lakeland** ("Lakeland Housing Authority" or "LHA") is requesting proposals from qualified professionals to provide annual inspections of approximately 300 Housing Choice Voucher ("HCV") participant units. Inspections must be conducted utilizing the HQS process and forms for the HCV Units. Responses must be submitted by 10:00 a.m., Eastern Time, on March 26, 2014. The Request for Proposal may be obtained by emailing your request to ***Procurement@LakelandHousing.org***.

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

LAKELAND HOUSING AUTHORITY

REQUEST FOR PROPOSALS

HOUSING QUALITY STANDARDS (HQS) INSPECTION 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 WORK

The successful Respondent will provide annual inspections of approximately 300 Housing Choice Voucher participant units. Inspections must be conducted utilizing the HQS process and forms for the HCV units. The successful Respondent will also be responsible for:

- sending all letters to HCV participants before and after the inspections, and
- entering, recording, and verifying all information in the LHA Housing software program (currently, *YARDI-work orders* and *inspection* sections).

3. SUBMITTAL FORMAT

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

Submittals should address all items requested in this RFP including, but not limited to, the following and certain clarifications found later this RFP in item **16** and item **17**:

Letter of Transmittal:

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

Tab 1--Approach and Methodology

Describe the methodology and approach to accomplish the goals outlined in the Scope of Services. Provide a brief overview of the manner in which the Respondent proposes to conduct the Scope of Services as well as a timeline for specific deliverables leading up to completion of project. Describe in detail the how the Respondent will provide inspection services within five days of receiving a request.

Tab 2--Experience

Demonstrate the Respondent's experience in projects similar in scope and complexity as described in this solicitation within the last three years.

Tab 3—Qualifications

Provide qualifications of key assigned staff.

Tab 4—Fee Schedule:

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

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

Tab 5--Submission of Required Documents

Provide:

- At least, three references for the recent projects--particularly with public sector entities--that are similar to the services requested in this RFP. Provide name of point of contact, company, telephone number, and title of references.
- An organization chart and resumes of the personnel that will be assigned to the project.
- Proof of current Errors and Omissions insurance coverage.
- Completed HUD Form 5369-C.
- Completed HUD Form 50070.
- Completed Section 3 Business Form.
- Completed Non-Collusion Certification.
- Completed Public Entity Crime Statement.

Failure to complete and/or submitted the requested documents listed under this tab could render the potential Contractor's proposal as *non-responsive*, and therefore, it will not receive consideration.

4. SUBMITTAL SCHEDULE

An original—designated as the “original” and signed in blue ink--and three (3) copies of the submittal are to be delivered to LHA on or before **10:00 A.M.**, Eastern Time, on **March 26, 2014**. No submittal to this RFP will be accepted after this specified time.

5. SUBMISSION OF OFFERS

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

**Tom Hornack
re: Housing Quality Standards (HQS) Inspection Services RFP
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815**

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

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

6. CLARIFICATION OF RESPONSES

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

7. SCORING/AWARD EVALUATION CRITERIA

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

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

- *Approach and Methodology* as described in Tab 1--up to 20 points
- *Experience* as described in Tab 2—up to 30 points

- *Qualifications* of key assigned staff as described in Tab 3—*up to 30 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. COMMUNICATION

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

Ex parte communication regarding this solicitation is prohibited between a potential or current respondent and any LHA Board of Commissioners member, LHA or West Lake Management staff, or any other person serving as an evaluator during this procurement process. Respondents directly contacting any LHA Board of Commissioners member, LHA or West Lake Management staff, or evaluators 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 given out by any LHA Board of Commissioners member, other LHA or West Lake Management employee, or agent to prospective respondents shall not bind LHA.

In the event that a potential Respondent has questions that he/she would like to have addressed, the potential Respondent may email questions to Procurement@Lakelandhousing.org, prior to **9:00 a.m., Eastern Time, on March 17, 2014**. Receipt of request will be acknowledged. The response(s) will be sent to all potential Respondents who received this RFP directly from LHA on or before **6:00 p.m., Eastern Time on March 17, 2014**.

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 **6:00 p.m., Eastern Time on March 17, 2014** to all potential Respondent s who received this RFP directly from LHA.

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

10. SUBMITTALS ARE PUBLIC RECORD

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

16. ADDITIONAL INFORMATION

The initial agreement will be written for one year with right to renew at the sole discretion of LHA.

It is anticipated that the agreement with the successful respondent will become effective on April 29, 2014.

The respondent should address HQS inspections only.

The successful respondent will be provided remote access to Yardi or whatever similar software LHA is utilizing.

The anticipated developments to be inspected are: *The Homes at Lake Ridge*; *Colton Meadow*; *The Villas at Lake Bonnet*; and *The Manor at West Bartow*.

LHA will require that the successful respondent completes the inspections as follows:

- *Annual and Previous Failure* inspections—approximately 25-30 inspections will be requested per month throughout the 12-month term of the initial agreement. These inspections must be completed within 30 days of notice.
- *Life-Threatening* inspections—must be completed within 24 hours of notice.
- *Initial and Complaint* inspections—must be completed within 5 days of notice.

LHA will perform the *Quality Control* inspections in-house; therefore, this activity is not part of the scope of work of this RFP.

17. QUESTIONS AND ANSWERS FROM A PREVIOUS SOLICITATION

Question:

"What type letters are to be sent before and after the inspection?"

Answer:

Notice of appointment letters and results letters.

Question:

"Who schedules the inspection with the tenants?"

Answer:

The successful respondent to this RFP will schedule the inspections.

Question:

1. *Are any or all of these units owned or managed by LHA?*
2. *If so, what percentage is LHA owned or managed?*
3. *Is this contract for Annual Inspections only?*
4. *Should we include pricing for Initial, Complaint and Compliance Re-inspections?"*

Answer:

1. For the scope of this RFP, the answer is Yes.
2. Most of the inspections under this RFP are for units under the LHA management.
3. No
4. Prices should be provided for each: *Annual, Previous Failure, Initial, Complaint, and Life-Threatening* inspections.

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:]

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:

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]

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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 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

**Non-Collusion Certification
HOUSING QUALITY STANDARDS (HQS)
INSPECTION SERVICES
RFP**

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

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

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

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

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

**Public Entity Crimes Statement
HOUSING QUALITY STANDARDS (HQS)
INSPECTION SERVICES
RFP**

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.