



## **REQUEST FOR PROPOSALS FOR GENERAL COUNSEL AND/OR SPECIALIZED LEGAL SERVICES**

The Housing Authority of the City of Lakeland (LHA) acting for itself, its instrumentalities, and its affiliates is requesting proposals from licensed attorneys and law firms to provide an indefinite delivery, indefinite quantity (IDIQ) of various comprehensive and/or specialized legal services. LHA intends to establish a pool of two (2) or more qualified licensed attorneys and/or law firms registered in the State of Florida. The awarded contract will be for a base period of one (1) year with two (2) additional one-year renewal options.

LHA reserves the right to award an unspecified number of contracts resulting from this Request for Proposals. Responses must be submitted by **10:00 a.m., Eastern Time**, on **December 14, 2022**. The appropriate forms may be obtained by emailing a request to [Procurement@LakelandHousing.org](mailto:Procurement@LakelandHousing.org) or by visiting our website at <https://lakelandhousing.org/Procurement>.

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

# **REQUEST FOR PROPOSALS FOR GENERAL COUNSEL AND/OR SPECIALIZED LEGAL SERVICES**

## **1.0 INTRODUCTION**

The Housing Authority of the City of Lakeland (described herein as the Lakeland Housing Authority or LHA) acting for itself, its instrumentalities, and its affiliates invites submission of proposals ("proposals") from licensed attorneys and law firms interested in providing comprehensive or specialized legal services.

*(Note: Any references to LHA shall be considered as applying to LHA and/or, as applicable, any or all of its instrumentalities and affiliates)*

LHA intends to contract with qualified, experienced law firm(s) and/or lawyer(s) for a performance period of one year with two additional one-year renewal options. LHA expects that the selected firm(s) or individual(s) will perform all required general and/or specialized legal services for LHA, to include, but not limited to: Summary Process Actions, Contract Matters, Litigation, Consultation, Affordable Housing, Bond Underwriting, Condominium Formation, Low Income Housing Tax Credit matters, Fair Housing and Equal Opportunity complaints, Real Estate Acquisition, Housing Management issues, and Resident Services matters.

## **1.1 Background:**

The Lakeland Housing Authority 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 affordable 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), agencies of or affiliated with the State of Florida, and the U.S. Department of Labor.

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

## 2.0 SCOPE OF SERVICES

The Housing Authority of the City of Lakeland, Florida (LHA) acting for itself and/or its various instrumentalities, and affiliates is requesting proposals from licensed attorneys and law firms to provide an indefinite delivery, indefinite quantity (IDIQ) of various comprehensive and/or specialized legal services. LHA intends to establish a pool of two (2) or more qualified licensed attorneys and/or law firms registered in the State of Florida. The awarded continuing contracts will be for a base period of one (1) year with two (2) additional one-year renewal options. LHA expects that the selected firm(s) and/or lawyer(s) will perform all required general and/or specialized legal services for LHA, its instrumentalities, and/or its affiliates, to include but not be limited to the following tasks:

- Summary Process Actions
- Contract Matters
- Litigation
- Consultation
- Affordable Housing
- Bond Underwriting
- Condominium Formation
- Low Income Housing Tax Credit Matters
- Fair Housing and Equal Opportunity Complaints
- Real Estate Acquisition
- Housing Management Issues
- Resident Services Matters

The services will be contracted as individual task orders issued against the main agreement and will include specific scopes of work. Individual task orders must be awarded within the IDIQ agreement term. However, the performance period of the individual task orders may exceed the IDIQ agreement term (i.e., services such as a litigation matter may extend beyond the duration of the IDIQ agreement.) If the duration of a task order extends beyond the term of the IDIQ agreement, the terms and conditions of the IDIQ agreement will continue in effect through completion of the task order.

LHA reserves the right to award an unspecified number of agreements resulting from this Request for Proposals. Responses must be submitted by **10:00 a.m., Eastern Time, on December 14, 2022**. The appropriate forms may be obtained by emailing a request to [Procurement@LakelandHousing.org](mailto:Procurement@LakelandHousing.org).

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

### **Specific Requirements**

An agreement will be entered with that firm(s) or individual(s) deemed by LHA to be most qualified to provide the following typical general services. The following is not an exclusive list.

## 2.1 General Legal Services

The firm or individual shall:

A. Be responsible to bring summary process actions in County Court and to otherwise represent LHA's interest in non-payment of rent cases and termination of leases for cause. Note that it is LHA's expectation that the firm or individual will turn around the request within five (5) calendar days of receipt of from written notification from the manager.

B. Review, upon request from the LHA, its instrumentality, or affiliate, non-standard contracts for services including professional service contracts, construction contracts, non-dwelling occupancy leases, or special purpose agreements. Upon review the firm or individual may submit legal advice or other input as required in areas of negotiation, possible conflicts, and review and administration of contract disputes.

C. Be responsible to provide consultation and or legal guidance to the LHA's Board of Commissioners, its affiliate's Board of Directors, and/or management in the application of regulations issued by the United States Department of Housing and Urban Development (HUD), the U.S. Department of Labor (DOL), the State of Florida, Polk County, and/or City of Lakeland regulatory agencies.

D. Be responsible to lead any case of litigation against or in favor of the LHA, its instrumentalities, and/or affiliates. Litigation generally comes as a result of contract disputes, employment matters, and private landlord/LHA disputes. Note that disposition of litigation matters is generally subject to review and approval by HUD when it involves assets controlled or owned by LHA or its instrumentalities. Disposition of litigation matters is subject to review and approval by the third-party investors for assets own and/or controlled by LHA affiliates.

E. Aid LHA, its instrumentalities, and/or affiliates in the review of real estate contracts, legal financing documents, and legal bond documents; assist in procurement or review title studies; and represent LHA, its instrumentalities, and/or affiliates at real estate/financing closing(s).

F. Be thoroughly knowledgeable about federal and state laws relating to low-income public housing, mixed-financing projects, and real estate.

G. Provide consultation and legal advice to LHA personnel including, but not limited to, project financing, project development and management, acquisition, and redevelopment of real estate, and applicable statutory, regulatory, or policy requirements.

H. Prepare and/or advise LHA in preparation of evidentiary submissions to HUD, DOL, the State of Florida, Polk County, and/or the City of Lakeland.

I. Participate in LHA Board of Commissioners or its affiliates Board of Directors Meetings, resident council meetings, and other community meetings, as necessary.

J. Assist LHA, its instrumentalities, and/or affiliates in negotiation of legal agreements with the developer partner(s).

K. Evaluate the feasibility of the project's development and management structure.

L. Review and make recommendations on the mixed-finance proposal and associated evidentiary documents, including but not limited to the following:

- Ground Lease: A legal document that obligates the owner of the mixed-finance project to develop, operate, and maintain the public housing units in the project as public housing for the term of the low-income use restrictions and ensures that the terms of the ground lease are consistent with Federal public housing requirements.
- Regulatory and Operating Agreement: A legal document that governs the use and operation of the public housing units in the mixed finance project; establishes the methodology for the LHA's provision of operating subsidy on behalf of the public housing units; provides for the establishment and replenishment of project reserves; and describes the agreed-upon method for dealing with operating deficits in the project and any future reduction in operating subsidy Congress may pass. The Regulatory and Operating Agreement obligates the owner of the project to operate and maintain the public housing units as public housing for the long term of the low-income restrictions (40 years) and prohibits a disposition of the project during the term of those restrictions without HUD approval.
- Declaration of Restrictive Covenants: A document that is entered into between LHA and the owner of the mixed-finance project and which is recorded in the appropriate land records. This document defines the terms for the provision of public housing on-site and cites low-income use restrictions.
- Management Agreement: An agreement between the owner of the project and its management agent that governs the management and operations of the project including the use of a site-based waiting list and local preferences.
- Developer Agreement: An agreement between LHA and its developer. This document establishes the duties and responsibilities of the parties, the allocation of expenses and risks, provides guarantees, describes the proposed ownership structure and LHA's role, if any, in the ownership of

the project, as well as the compensation to be paid by LHA to the developer.

- Partnership Agreement: An agreement to establish a limited partnership consisting of a general partner that will control the development and operation of the project and one or more limited partners that will contribute capital to assist in financing the project, but who are not responsible for the day-to-day activities of the partnership.

M. Review and conduct closings related to the acquisition of real estate for replacement housing purposes.

N. Review Revitalization Plans and advise on how to structure and execute replacement unit real estate transactions.

## 2.2 Specialized Legal Services

Other than general counsel legal services, LHA, its instrumentalities, and/or affiliates occasionally requires the services of attorneys with specific knowledge in the following areas:

A. Low Income Housing Tax Credits and related financing, laws, rules, regulations, transactions, and similar related matters

B. Fair Housing and Equal Opportunity complaints, hearings, negotiations, reasonable accommodations, Section 504, and similar related matters

C. Other matters that public housing authorities in the State of Florida may encounter related to affordable housing development, housing management, and resident services.

D. Update of LHA's Records Retention Policy per requirements outlined by Chapter 119, Florida Statutes. Specifically, the policy must state what documents are considered public record, define what information is exempt from public disclosure, and contain guidelines for all employees with respect to the storage, tracking, and disposal of all records. Additionally, requirements as outlined by Chapter 119, Florida Statutes must also be coordinated with retention requirements as outlined by HUD and DOL for grant recipients as to ensure that LHA's Records Retention Policy reflects the most stringent requirements of the three.

E. Assist LHA staff with updates of its Disposition Policy. Requirements include but are not limited to review of LHA's existing policy, Florida Statutes, HUD requirements, and DOL constraints. Providing recommendations to ensure that the final policy is coordinated and complies with the most stringent regulation.

F. Assist LHA staff with review and update of its Procurement Policy. Ensure the contents of the policy comply with City of Lakeland, Polk County, State of Florida, HUD, and DOL's procurement requirements. Revise policy to ensure that the final deliverable that is submitted to LHA's Board of Commissioners is coordinated and complies with the most stringent regulation.

G. Assist LHA staff with tracking and submission of its annual registrations to the State of Florida for all active instrumentalities, affiliates, and fictitious names.

H. Review and make recommendations to the standard form of agreements that LHA, its instrumentalities, and affiliates use to contract with third-party vendors.

### 3.0 SUBMITTAL FORMAT

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

*Letter of Transmittal:*

Please include a letter of transmittal bearing the signature of an authorized representative of the Proposer and the name of the individual authorized to negotiate services and costs with LHA. Failure to submit this document could render the potential vendor's proposal as *non-responsive*; therefore, it may not receive consideration.

*Tab 1—Experience*

The Proposer shall provide experienced, qualified, and capable personnel or subcontractors to perform the functions and responsibilities as outlined in the **Scope of Services** (Item 2.0) of this RFP. This information shall be contained in a detailed qualification statement. **Experience with public housing agencies is key.** Under this tab, each proposer must provide, at least, the following information related to the principal's and staff's professional and technical competence. Resumes must be provided that succinctly summarize the experience and qualifications of the proposed Key Personnel who will actually perform the work. This is to include references (name, address, telephone number, and email address) for each similar task these professionals have performed.

A. Key Personnel: Time commitments for each Key Person should be shown in relation to each major task expressed in percentages. Time commitments for Key Personnel may vary over the course of the project. As such, a narrative describing typical use of time over the course of the project should be provided.

- B. Experience of Key Personnel: Experience of Key Personnel on projects of a similar size and nature. LHA is particularly interested in knowing the experience of Key Personnel working on previous projects.
- C. A staffing plan on who will be responsible for the tasks identified in **Scope of Services**.

*Tab 2—Capability to Provide Professional Services in a Timely Manner*

The Proposer must submit a narrative on its approach or method in carrying out the tasks identified in **Scope of Services**.

*Tab 3—Past Performance*

The Proposer must discuss its past performance in terms of cost control, quality of work, and compliance with performance schedules. This should include the areas that follow:

- A. Type(s) of Projects Previously Involved. The Proposer should identify those projects in which it has been previously involved. This should include the type of project, time frame of the project, nature of involvement in the project, estimated cost, and final cost.
- B. Cost Control: The Proposer should identify those cost control mechanisms it has in place to control the cost of the project.
- C. Quality of Work: The Proposer should provide examples of past performances on projects of a similar nature listed in **Scope of Services**.
- D. References: References are to include the name, address, telephone number, and email address.

*Tab 4—Knowledge of Federal, State, and Local Codes*

The Proposer must discuss its knowledge of Federal, State, and Polk County laws, codes, and ordinances that governs the management of a Housing Authority based in Florida.

*Tab 5—Fee Schedule*

The Proposer must provide a detailed fee schedule which includes information on hourly rates, travel costs, per diem, fees, and other miscellaneous cost factors.

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

*Tab 6--Submission of Required Documents*

The Proposer must:

- A. Provide the following documents:
  - Proof of requested insurance coverage per item **16.0, Insurance** of this RFP



- Proof of appropriate licensing by the state of Florida

B. Complete and provide the following documents which are attached to this RFP:

- Fee Proposal—Legal Services
- HUD Form 5369-C
- HUD Form 50070
- Non-Collusion Certification
- Public Entity Crime Statement
- Section 3 Business Form

#### **4.0 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 **10:00 a.m., Eastern Time, on December 14, 2022**. No submittal to this RFP will be accepted after this specified time.

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

#### **5.0 SUBMISSION OF OFFERS**

All submittals transmitted by mail or hand-delivered shall be addressed to:

**Lori Halula-Eyer**  
**re: General Counsel and/or Specialized Legal Services**  
**Lakeland Housing Authority**  
**430 Hartsell Avenue**  
**Lakeland, Florida 33815**

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

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

Responses received after the above stated deadline will **not** be considered.

Award will be made at subsequent meetings of LHA Board of Commissioners.

#### **6.0 CLARIFICATION OF RESPONSES**

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

## 7.0 SCORING/AWARD EVALUATION CRITERIA

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

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

- *Transmittal letter* as described in item **3.0 Submittal Format**--failure to provide this document may render the response to this RFP as *non-responsive* and, therefore, may cause the submitted response to be rejected.
- *Experience* as requested in "Tab 1" --*up to 30 points*
- *Capability to Provide Professional Services in a Timely Manner Staff* as requested in "Tab 2" --*up to 15 points*
- *Past Performance* as requested in "Tab 3" --*up to 20 points*
- *Knowledge of Federal, State, and Local Codes* as requested in "Tab 4" --*up to 15 points*
- *Fee Schedule* as requested in "Tab 5" --*up to 20 points*
- *Submission of Required Documents* as requested in "Tab 6" --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.

## 8.0 GENERAL CONDITIONS:

**Communications**--In order to maintain a fair and impartial competitive process, LHA, its instrumentalities, and its affiliates shall avoid private communication concerning this procurement with prospective proposer during the entire procurement process. Please respect this policy and do not attempt to query LHA, its instrumentalities, and/or its affiliates 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 affiliate Board of Directors member; employees of LHA, its instrumentalities, and/or its affiliates; or any other person serving as an evaluator during this procurement process. A respondent who directly contacts any: LHA Board of Commissioners member; LHA affiliate Board of Directors member; employees of LHA, its instrumentalities, and/or its affiliates regarding this RFP; or proposal evaluator regarding this solicitation risks elimination of its proposal from consideration. Correspondence with the LHA's Sr. Program Manager, **Lori Halula-Eyer**, does not constitute *ex parte* communication. Oral or written instructions or information concerning the specifications of this project given out by any: LHA Board of Commissioners member; LHA affiliate Board of Directors member; employees of LHA, its instrumentalities, and/or its affiliates; or LHA agent to a prospective proposer shall be non-binding.

In the event that a potential proposer has questions that he/she would like to have addressed, the potential proposer may email questions to: [Procurement@Lakelandhousing.org](mailto:Procurement@Lakelandhousing.org), prior to **9:00 a.m., Eastern Time, on November 28, 2022**. Receipt of request will be acknowledged. On or before **6:00 p.m., Eastern Time, on November 29, 2022**, a response will be sent to all potential proposers who received this RFP directly from LHA. It is the potential proposer's responsibility to monitor his/her email account for additional information relevant to this RFP.

## **9.0 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 November 29, 2022**, to all potential proposers who received this RFP directly from LHA.

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

## **10.0 SUBMITTALS ARE PUBLIC RECORD**

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

## **11.0 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.

## **12.0 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.

## **13.0 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.

## **14.0 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 and its affiliates.

## **15.0 MANDATORY CONTRACT PROVISIONS AND CLAUSES**

At a minimum, a contract awarded under this RFP will require compliance with the following HUD forms: *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://uploads.lakelandhousing.org/MWBE-Section-3-Policy.pdf>

## **16.0 INSURANCE**

Upon notification of an award, the selected lawyers(s) and/or legal firms (s) will be required by the Housing Authority of the City of Lakeland, Florida (LHA) to obtain the following insurance:

- A. General Liability Insurance in the amount not less than \$1,000,000 per occurrence
- B. Automobile Liability Insurance (covering all owned, hired, and non-owned vehicles with personal and property protection insurance including residual liability insurance under Florida No Fault Insurance Law) in an amount not less than \$1,000,000 per occurrence.
- C. Umbrella Liability Insurance in the amount not less than \$2,000,000 per occurrence.
- D. Professional Liability Insurance in the amount not less than \$2,000,000 per occurrence.
- E. Workers' Compensation Employer's Liability as per state of Florida requirements

The selected lawyer(s) and/or legal firm(s) agrees to keep all the insurances referenced herein in full force and effect during the term of the Agreement. Failure to keep all required insurances referenced here in full force and effect shall be grounds for immediate termination by LHA. The selected lawyer(s) and/or legal firm(s) shall obtain General Liability and Automobile Liability insurance in a manner whereby LHA is named as an additional insured and shall provide LHA with a Certificate of Insurance from the respective insurers at the signing of the Agreement and at any time during the term of the Agreement that LHA may so request. The selected lawyer(s) and/or legal firm(s) further agree to immediately notify LHA in writing if any of the required insurances is cancelled for whatever reason, or if the selected lawyer(s) and/or legal firm(s) changes insurers or any terms of the insurance policy during the term of the agreement. LHA reserves the right to waive the requirements for any insurance referenced herein, and/or increase or decrease the level of required coverage, in its sole discretion at any time during the term of the Agreement by written notice to the selected lawyer(s) and/or legal firm(s).

## **ATTACHMENTS**

**FEE PROPOSAL--LEGAL SERVICES**

**HOURLY RATES:**

Partner: \$ \_\_\_\_\_

Associate: \$ \_\_\_\_\_

Paralegal: \$ \_\_\_\_\_

**REIMBURSABLE EXPENSES:**

Travel: \$ \_\_\_\_\_

Photocopying: \$ \_\_\_\_\_

Legal Research: \$ \_\_\_\_\_

Telephone: \$ \_\_\_\_\_

Faxes: \$ \_\_\_\_\_

Postage: \$ \_\_\_\_\_

Overnight Delivery: \$ \_\_\_\_\_

Mileage: \$ \_\_\_\_\_

Word Processing: \$ \_\_\_\_\_

\$ \_\_\_\_\_/copy

\$ \_\_\_\_\_/hour

**Billing for attorney travel time from/to LHA's office?**

\_\_\_\_ No Charge

\_\_\_\_ Attorney's Hourly Billing Rate

\_\_\_\_ 1/2 Attorney's Hourly Billing Rate

# 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/offerors 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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> 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 Federal agency 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	

## NON-COLLUSION CERTIFICATION

### re: GENERAL COUNSEL AND/OR SPECIALIZED LEGAL SERVICES

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

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

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

Name of Entity: \_\_\_\_\_

Authorized Signature/Date: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Corporate Seal, *if appropriate*

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

## PUBLIC ENTITY CRIMES STATEMENT

### re: GENERAL COUNSEL AND/OR SPECIALIZED LEGAL SERVICES

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

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

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

Name of Entity: \_\_\_\_\_

Authorized Signature/Date: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Corporate Seal, *if appropriate*

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

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).

<b>The Housing Authority of the City of Lakeland</b>	<b>SECTION 3 BUSINESS FORM</b>
Company Name	Employer (IRS) No.:
Address:	Type of Business: <input type="checkbox"/> Minority - Owned Business <input type="checkbox"/> Women - Owned Business
<p>THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT:  <b>IS A SECTION 3 BUSINESS CONCERN (ATTACHED FOR CERTIFICATION)</b></p> <p><input type="checkbox"/> 51% or more owned by Section 3 residents  <input type="checkbox"/> 30% of your permanent, full-time workforce composed of current Section 3 residents  <input type="checkbox"/> 30% of your permanent, full time workforce employees who, within 3 years employment with your business were Section 3 residents</p> <p><input type="checkbox"/> <b>IS NOT A SECTION 3 BUSINESS CONCERN BUT WHO HAS AND WILL CONTINUE TO SEEK COMPLIANCE WITH SECTION 3 BY CERTIFYING THE ATTACHED FORM, STATING EFFORTS TO AWARD SUBCONTRACTORS TO SECTION 3 CONCERNS.</b></p>	

**BACKGROUND:**

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities area generated because a project or activity undertaken by recipient of HUD financial assistance necessitated the employment of additional personnel through individual hiring or the awarding of contracts for work, the recipient must give preference in hiring low and very low-income persons Section 3 requires that recipients 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 economics opportunities, encourage their application for these opportunities, and facilitate the employment of, or award of contracts to these persons

Section 3 covered assistance means:

Public and Indian Housing Operating Assistance  
Public and Indian Housing Modernization Assistance,  
Assistance provided under any HUD Housing or Community Development program that is expended for work arising in connection with Housing rehabilitation, Housing construction, and other public construction (including other buildings or improvements, regardless of ownership)

A Section 3 resident is defined as who 1s:

(a) A Public Housing Resident

(b) An individual who resides in the Metropolitan Area and

FY 2021 Income Limit Area	Median Family Income	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Lakeland- Winter Haven FL MSA	\$62,100	Very Low (50%) Income Limits(\$)	21,600	24,700	27,800	30,850	33,350	33,350	38,300	40,750
		Extremely Low Income Limits(\$)	12,950	17,420	21,960	26,500	31,040	35,580	38,300	40,750
		Low (80%) Income Limits(\$)	34,550	39,500	44,450	49,350	53,300	57,250	61,200	65,150

**NOTE: Polk County is part of the Lakeland-Winter Haven, FL MSA, so all information presented here applies to all of the Lakeland-Winter Haven, FL MSA.**

The Lakeland-Winter Haven, FL MSA contains the following areas: Polk County, FL

I hereby certify to the best of my knowledge and belief that the information provided in this document is true and correct.

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official and Date