



## PUBLIC NOTICE

### REQUEST FOR PROPOSALS For BANKING SERVICES

The Housing Authority of the City of Lakeland will accept proposals from qualified financial institutions with, at least, five years' experience in providing **Banking Services**. The award will be for a base period of one year with an option to extend the services for four additional one-year periods.

Responses must be submitted by **4:00 p.m., Eastern Time, on September 10, 2018**. A copy of the complete Request for Proposals may be obtained by emailing a request to [Procurement@LakelandHousing.org](mailto:Procurement@LakelandHousing.org).

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

# LAKELAND HOUSING AUTHORITY

## REQUEST FOR PROPOSALS FOR BANKING SERVICES

### 1.0 ADMINISTRATIVE BACKGROUND

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

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

### 2.0 SCOPE OF SERVICES

The successful respondent shall furnish all necessary labor, materials, equipment, and oversight necessary to provide banking services to the LHA.

The LHA's *General Fund* is used primarily for site deposits and the U.S. Department of Housing and Urban Development ("HUD") Automated Clearing House ("ACH") deposits.

Currently, the LHA is contracted with *Paychex, Inc.* to provide payroll services for LHA employees. *Yardi Systems 7S* is the accounting and property management software that LHA uses to transfer funds on, at least, a bi-weekly basis to revolving accounts to cover payroll, accounts payable checks and ACH transactions. These accounts are considered to be zero balance accounts.

*Note: In the near future, the LHA anticipates that it will issue a Request for Proposals for an Energy Performance Project ("EPP"). Please see Exhibit "A" for more details.*

The LHA's *Section 8* account consists primarily of issued monthly checks and direct deposits for all landlords as well as monthly checks processed for utilities, etc. The Section 8 funds must be available to the landlords on the first working day of the month.

In its response, the Respondent must specify how many days as well as what time of day--prior to the day of deposit--that the Respondent will require the direct deposit information.

Daily balance reporting must be available on all accounts. Monthly statements for each account and a monthly consolidated account analysis must be provided by the financial institution to the LHA by the fifth working day of the following month.

*Note: The LHA has certain accounts which, due to lease or loan agreements, must remain at the current specified financial institution. These accounts will not be transferred as a part of this solicitation.*

All account balances must be fully collateralized at all times with specific and identifiable U.S. Government securities. The financial institution must meet all federal requirements for collateralization. The collateral must be owned by the financial institution and should be in the possession of an independent custodian which will hold the securities on behalf of the LHA as a Bailee (evidenced by a safekeeping receipt and a written bailment for hire contract). An interest in a securities pool or fund will not satisfy this requirement.

Funds will be deposited in the LHA accounts in two principal ways:

- During the first part of the month, the LHA's ten sites will physically make deposits at the financial institution's nearest location. There may also be additional miscellaneous deposits throughout the month. These deposits will include both checks and a minimal amount of cash. Completed deposit slips for each site and fund will be included with each deposit.
- Federal and state governmental bodies and other financial institutions will generally wire funds through the ACH or by electronic funds transfer.

In its response, the Respondent must describe its ability to:

- address stop-payment orders in-house;
- issue forged check affidavits as well as required documentation for those deposited checks or ACH transactions returned for insufficient funds;
- provide a "positive pay" program. (A "positive pay" program is that the financial institution pays only those items with serial numbers and dollar amounts matching LHA's issue file.);

- process external wire transfers made to the U.S. Treasury or to other financial institutions. Some additional wire transfers (internal) will be made between LHA accounts each month;
- provide quarterly investment portfolio statements listing the Fair Market Value of each interest-bearing investment to enable the LHA to meet HUD-requirements as stated in Part 4-3 thru 4-8 of the HUD Financial Management Handbook 7475.1 REV; and
- provide automatic withdrawal of payroll taxes by the IRS; i.e., in conjunction with the Electronic Federal Tax Payment System (EFTPS) in the event LHA decides to process staff payroll in-house in.

## 2.1 Required Services

2.1.1 In addition to the normal usual and customary banking services provided by a financial institution, the successful respondent shall, among other services, provide:

- A. Electronic transmission to/from a personal computer of the following items by electronic mail and internet access:
  1. Daily reports on balances in each account
  2. Daily debit and credit transactions for each account
  3. Request and confirmation of stop-payments
  4. Transfer funds between internal LHA accounts
  5. Transfer funds to other financial institutions
  6. Direct deposit of payroll so that the financial institution's ACH software interfaces with LHA's *Yardi 7S* software;
  7. Direct deposit of Section 8 payments. (ACH credits should be scheduled to appear on the payees' account by the fifth working day of each month. The financial institution's ACH software must be able to interface with the LHA's *Yardi* software.);
  8. Other various payments or receipts through ACH such as tax payments, receipt of rent or fee payments, and accounts payable payments;
  9. Account analysis file for reconciling all of the accounts within five business days after the end of the previous month;
  10. The ability to view and to print paid checks and deposits;
  11. Acknowledgment of all ACH transfers on the date received;
  12. Printable statements--not later than 3 business days after the last day of each month;
  13. Notification of discrepancies in deposits and account overdrafts;
  14. Receipt of a returned ACH report; and
  15. Provide investing strategies and maintain an investment portfolio that meets HUD guidelines as prescribed. At a minimum, provide monthly reporting of each investment and each new transaction

(i.e., investment register) and provide quarterly reporting of the Fair Market Value of each investment.

- B. Printed two-part encoded deposit slips for each account. (That is providing individualized deposit slips for the General Fund as well as each site location. Please see Exhibit "B" for list.)
- C. Self-inking check endorsement stamps for each account listed immediately above
- D. Same-day processing of stop-payment orders made by phone or electronic transmission
- E. Agreement to honor LHA checks even if the checking account has an insufficient balance with the understanding that LHA will transfer sufficient funds on the same day as notified of the shortage
- F. The designation of an account manager who will be the point-of-contact for problem resolution
- G. A main or branch office located within five miles of 430 Hartsell Avenue, Lakeland, Florida
- H. No return check charges on any accounts
- I. Complimentary services for all wire transfers and cashier's checks and stop-payment requests.

2.1.2 Each submitted proposal shall clearly describe the best possible combination of offered:

- A. Interest rates that would be in effect as of January 2019 —include a narrative of the manner in which interest will be computed on LHA accounts in relation to minimum balances, reserve requirements, interest indices, etc.
- B. Account structures
- C. Fees to maximize collected balances as well as such services as the provision of encoded deposit slips and endorsement stamps
- D. Additional services offered such as check safekeeping options
- E. Create a Cash Management System for LHA and its Investment Partnership entity that maximizes returns while most effectively managing savings and investments returns using strategies such as Sweep Account and Line of Credit working in conjunction with related checking accounts.
- F. Advise and otherwise work with LHA and its instrumentalities and Investment Partner to create development and/or investment through the provision of working capital and other lines of credit. Said

development and/or investment opportunities shall include, but not be limited to activities such as creation of Certified Development Financial Institution and an Affordable Homeownership Program.

### 3.0 PROPOSALS

Proposals 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.

Proposals should address all items requested in this RFP including, but not limited to, the following:

*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 the LHA. Failure to submit this document could render the submitted proposal as *non-responsive*, and therefore, it may not receive consideration

*Tab 1—Respondent's Information:*

- Provide general information that best represents the respondent's financial institution
- Describe those factors that differentiate the respondent's services from other financial institutions

*Tab 2—Capacity to Provide the Requested Services in a Timely Manner:*

- Describe the methodology by which the respondent proposes to provide the services described in item **2.0 Scope of Services**. Include information on proposed staffing and the equipment that will be applied to provide these services
- Describe the specific deliverables that the respondent will provide supported by a timeline for providing these deliverables
- *Bonus*--describe the respondent's capacity to address an anticipated *Energy Performance Project*

*Tab 3--Staff Experience and Organization:*

- Provide a staffing plan of who will be responsible for the specific tasks identified in item **2.0 Scope of Services**

*Tab 4—Organizational Experience:*

- Demonstrate the respondent's experience in providing services similar in scope and complexity as described in this solicitation within the last five years. (Experience with governmental agencies especially public housing authorities is preferred but not required.)

*Tab 5—Costs and Fees:*

- Provide a detailed fee schedule of the services requested in item **2.0 Scope of Services**. Reasonableness and comparison of costs offered will

be considered by the evaluation team.

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

*Tab 6--Submission of Required Documents:*

Provide:

- At least, five references of current or past customers--particularly governmental entities--that are providing/were provided services similar to those requested in this RFP. Provide name of point-of-contact, entity, telephone number, and title of each reference.
- Completed Attachment "A"\*
- Completed HUD Form 5369-C\*
- Completed HUD Form 50070\*
- Completed Section 3 Business Form\*
- Completed Non-Collusion Certification\*
- Completed Public Entity Crime Statement\*

*\*Attached to this RFP*

#### **4.0. COMMUNICATION**

In order to maintain a fair and impartial competitive process, the 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 or LPHC Board of Commissioners member, LHA or *West Lake Management* staff, or proposal evaluator regarding this solicitation risk elimination of their proposals from consideration. Correspondence with the LHA's Sr. Program Manager, **Lori Halula-Eyer**, 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 respondent shall not bind the LHA.

In the event that a potential respondent has questions that he/she would like to have addressed, the potential respondent may email its questions to [Procurement@Lakelandhousing.org](mailto:Procurement@Lakelandhousing.org), prior to **4:00 p.m., Eastern Time, on August 24, 2018**. Receipt of request will be acknowledged. A response will be sent to all potential respondents who received this RFP directly from the LHA on or before **5:00 p.m., Eastern Time, on August 27, 2018**.

#### **5.0 MODIFICATION OF SOLICITATION**

The LHA reserves the right to modify this RFP as deemed necessary by the LHA. Any such modification or amendment will be sent by email on or before **5:00 p.m., Eastern Time, on August 27, 2018** to all potential respondents who received this RFP directly from the LHA.

The LHA also reserves the right to: increase or delete any scheduled items; award portions of this RFP; make no award; terminate this RFP solicitation, 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.

## **6.0 SUBMITTALS ARE PUBLIC RECORD**

After the award of an agreement resulting from this RFP, all information submitted by the respondent 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 the LHA as a result of this RFP.

## **7.0 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 the LHA on or before **4:00 p.m., Eastern Time, on September 10, 2018**. No submittal to this RFP will be accepted for consideration after this specified time.

*(Note: Any response submitted with less than the above-stated number of copies may be rejected as non-responsive.)*

## **8.0 SUBMISSION OF OFFERS**

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

**Lori Halula-Eyer  
re: Banking Services RFP  
Lakeland Housing Authority  
430 Hartsell Avenue  
Lakeland, Florida 33815**

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

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

## **9.0 CLARIFICATION OF RESPONSES**

The 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.



## 10.0 SCORING/AWARD EVALUATION CRITERIA

A committee shall evaluate and score each submittal using the method described in this RFP. A contract will be awarded to the respondent whose submittal best meets the needs and requirements of the LHA. The 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 the LHA.

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

- *Transmittal letter* as described in item **3.0 Proposals**--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.
- *Respondent's Information* as described in "Tab 1" --up to 5 points
- *Capacity to Provide the Requested Services in a Timely Manner* as described in "Tab 2" —up to 20 points with a bonus of up to 10 points for the capacity to address the anticipated Energy Performance Project
- *Staff Experience and Organization* as described in "Tab 3" --up to 20 points
- *Organizational Experience* as described in "Tab 4" —up to 20 points
- *Costs and Fees* as described in "Tab 5" --up to 35 points
- *Submission of Required Documents* as described 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—110 points**

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

## 11.0 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 the LHA. Such respondents shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revisions of submittals—to assure full understanding of and conformance to the services requested by the LHA. No respondent shall be assisted in bringing its submittal up to the level of another in order to be considered for award. The LHA reserves the right to request additional information concerning

any/all submittals submitted. A common deadline shall be established for the receipt of submittal revisions based on negotiations.

After the evaluation of the submittal revisions, the LHA may make an award to the *responsive* and *responsible* respondent whose qualifications and other factors considered are the most advantageous to the LHA.

The LHA *anticipates* that the award will occur by Thursday, January 31, 2019.

## **12.0 SMALL BUSINESSES, MINORITY BUSINESS ENTERPRISES, WOMAN BUSINESS ENTERPRISES, AND SECTION 3 QUALIFIED BUSINESSES**

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

## **13.0 LHA'S RESERVATION OF RIGHTS:**

The LHA reserves its rights to:

- Terminate the services awarded pursuant to this RFP, at any time for its convenience, upon five (5) business-days written notice to the successful respondent.
- Retain all proposals submitted and not permit withdrawal of a proposal for a period of 60 calendar days subsequent to the deadline for receiving proposals without the written consent of the LHA's Executive Director.
- Reject and not consider any proposal that does not meet the requirements of this RFP including, but not necessarily limited to, incomplete proposals and/or proposals offering alternate services.
- Have no obligation to compensate any respondent for any costs incurred in responding to this RFP.
- At any time during the RFP or the evaluation process, to prohibit any further participation by a respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein.

## **14.0 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 the LHA shall be final and binding upon all parties.

## **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*, *50070*, and *Table 5.1*—copies are attached to this RFP--as well as applicable portions, *if any*, 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 ASSIGNMENT**

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

## **EXHIBIT "A"**

### **Energy Performance Project**

The Lakeland Housing Authority ("LHA") intends to issue a RFP for an *Energy Performance Project* (EPP). The LHA will be inviting responses from qualified banks, lenders, and other financial institutions ("Lender") interested in and capable of successfully financing an Energy Performance Project.

The scope of services will include, but will not be limited to, the following activities:

- Provide financing for an Energy Performance Project. The term of the financing is for **16** years plus **12** months for construction. An escrow account will be established to handle construction draws. Once the construction has been completed and accepted, the LHA will make monthly payments over the ensuing **16-year** term from energy savings generated by the project.
- The selected Lender will work cooperatively with the LHA to secure regulatory approvals including, but not limited to, the US Department of Housing and Urban Development's (HUD) approval process to the extent applicable.
- Assist the LHA with any post-closing reporting as the LHA may request.
- The closing and other financing documents associated with the financing will constitute the agreement between the LHA and the Lender. It will be the sole and strict responsibility of the selected Lender to have knowledge of and comply with HUD's current requirements.

The RFP may request that the prospective financiers provide rates based on the following options.

A. Finance only the new project.

The savings supporting this project will come from three sources: energy and water savings from the new project; energy and water savings from existing projects once the financing for those original projects have ended; and savings from the original projects in excess of the amounts needed to repay the financing for those projects.

B. Refinance existing projects.

1. Describe the type of financing that you are proposing and the pros and cons of the proposed type compared to alternatives.
2. Propose any type of underlying financing mechanism as long as it meets the objectives of the RFP and complies with HUD and State of Florida laws, rules, and regulations.

3. State if the Lender is willing to lock-in the rate upon submission to HUD for approval? If so, state how long would such a lock be in effect? What are the costs for such a lock compared to not locking-in the rate?
4. The LHA will require the option to prepay the financing in-whole or in-part at any time. Include any prepayment terms.
5. Specify any costs or fees (including fees and costs incurred by the Lender and/or by the LHA) relating to this transaction that are not covered by the proposed interest rate.
6. Describe the methodology of determining the interest rate for this transaction, along with comparisons of this interest rate with index rates. Provide an indicative interest rate (and the date generated). Provide an amortization schedule including capitalized interest during the construction period. Describe how such capitalized interest is calculated.
7. Describe if the Lender will be acting as a broker for this transaction or will your firm be purchasing this financing for its own account?
8. Describe how will the financing be serviced?
9. Provide a sample financing agreement that would be used for this transaction.
10. Identify what interest rate will funds in the escrow account earn during the construction period?
11. Describe the timeline of the financing from financier selection to project funding.

### **Repayment of the Financing**

The successful respondent under this initiative will provide a savings guarantee during the term of the contract. This guarantee is an agreement between the LHA and the Lender. To the extent that guaranteed savings are not realized, the LHA will be compensated for any such savings shortfall by the Lender per the terms and conditions of the Energy Performance Contract between the LHA and the Lender.

The successful respondent will not receive a security interest in this guarantee. The LHA will be submitting this project to HUD for approval using the Frozen Base Incentive and Tenant Paid Utility Allowance.

The financing will be payable from funds of the LHA that are appropriated to LHA from HUD and any and all funds legally obtained for this purpose, including, without limitation, guaranteed energy savings payments from the Lender. The Lender will

receive a security interest in the equipment as detailed in the Energy Performance Contract. **LHA's Financial Condition**

The underlying fundamentals of this EPP financing transaction will be structured in such a manner that HUD will provide funding to service the debt via energy savings that are to be guaranteed by a third party. While LHA feels that this minimizes the risk associated with the transaction; in the spirit of transparency, LHA will provide financial details regarding LHA so that the response to the RFP is both informed and adequately structured in such a manner to reduce risk.

In September 2014, HUD performed an assessment utilizing the benchmarks established by the scoring system called PHAS (Public Housing Assessment System). LHA received a score of 83 out of 100 which by itself carries the designation of "standard performer".

### **What makes the EPP financing transaction different?**

Given the level of financing associated with this project, LHA is compelled to offer the following facts related to the underlying particulars of this transaction:

- The structure of the existing EPP loans in place is such that even during the period that LHA has been designated as "standard", debt service payments have continued as specified by the amortization schedule. Phase 2 of this contract will be no different.

## Bank Account Directory

Code	Description
bonop	Bonnet Shores LLLP Operating
bonsd	Villas at Lake Bonnet Sec. Dep
bsrepres	Bonnet Replacement Reserve
cmrepres	Colton Meadow Repl Reserve
cmsecdep	Colton Meadow Security Deposit
cocc	Central Office Cost Center
coltmead	Colton Meadow LLLP Ops
dakop	Dakota Operating
daksec	Dakota Security Deposit
dppartn	Dakota Park Partnership Dvmt
dpphfss	Dakota Park PH FSS Escrow
dpreprsv	Dakota Park Replacement Rsv
hampescr	Hampton Hills Escrow
hampoper	Hampton Hills Operating
hampsec	Hampton Hills Security Deposit
lphcgen	LPHC General Fund
lphcsale	LPHC Sales Proceeds
master	LHA Master Account
mastersd	LHA PH Security Deposit Acct.
mpproc	Magnolia Pointe Proceeds
nonfed	Non-Federal Source Account
pchd	Polk County Housing Developers
phfss	PH FSS Escrow Account
renaar	Renaissance AA Rsv
renmas	Ren at WR Masters Assoc
renoar	Renaissance OA Rsv
renop	Renaissance Operating Account
renpartn	Renaissance Partnership Dvmt
renphfss	Renaissance PH FSS Escrow
renresv	Renaissance Replacement Rsv
rensec	Renaissance Security Deposit
s8admin	SC8 Admin Account
s8fss	SC8 FSS Escrow Account
s8hcv	Housing Choice Voucher
s8vou2	S8 Voucher Account
wboper	West Bartow Operating
wbopres	West Bartow Operating Reserve
wbsecdep	West Bartow Security Deposit
wlmgmt	West Lake Management, Inc.
wlmlinsq	West Lake Mgmt-Lincoln Square
wlrealty	West Lake Realty Inc

**ATTACHMENT A  
FIXED FEE SCHEDULE**

ACTIVITY	COST
ACH Return Item-Debit/Credit	
ACH Originated Credit	
ACH Input Auto Transmission	
ACH Activity Report Electronic Report	
Branch Deposited Coin--Currency	
Deposits	
Check/Item Paid	
Deposit Adjustment Processing	
Local Clearinghouse	
Return Item Process--Regular	
Return Item Process--Reclear	
Statement of Returned Checks	
Check Image Capture	
Image Replacement Document	
Checks Paid--Positive Pay	
Check Issued Items	
Check Retention	
Demand Deposit Account Maintenance	
Positive Pay Maintenance--Monthly	
Positive Pay--Name Verification	
Positive Pay--No Issues	
Business Banking Online Stop Pay	
Online Banking	
Business Banking Online ACH Maintenance	
Business Banking Online Wire Maintenance	
Business Banking Online Billpay	
Checks Printed (Qty: _____)	
Deposit Slips Printed	
Self-Inking Deposit Stamp	



## **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 owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

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

# 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 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

<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><b>THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT:</b></p> <p><input type="checkbox"/> IS A SECTION 3 BUSINESS CONCERN (ATTACHED FOR CERTIFICATION)</p> <p style="margin-left: 40px;"> <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"/> 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.</p>	

**BACKGROUND:**

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are 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 economic 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:      (a) A Public Housing Resident      (b) An individual who resides in the Metropolitan Area and who is:

SIZE	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
VERY LOW INCOME	\$18,800	\$21,450	\$24,150	\$26,800	\$28,950	\$31,100	\$33,250	\$35,400
LOW INCOME	\$30,050	\$34,350	\$38,650	\$42,900	\$46,350	\$49,800	\$53,200	\$56,650

DATE:	I hereby certify to the best of my knowledge and belief that the information provided in this document is true and correct
<hr style="width: 80%; margin: 0 auto;"/> Name of Authorized Official	<hr style="width: 80%; margin: 0 auto;"/> Signature of Authorized Official

# ELECTRONIC CODE OF FEDERAL REGULATIONS

**e-CFR data is current as of July 12, 2018**

[Title 24](#) → [Subtitle B](#) → [Chapter I](#) → [Subchapter B](#) → [Part 135](#) → [Subpart B](#) → [§135.38](#)

Title 24: Housing and Urban Development

[PART 135—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS](#)

[Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns](#)

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## **§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.

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).

[Need assistance?](#)

## Non-Collusion Certification

### Banking Services RFP Proposal

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

### Banking Services RFP Proposal

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.