AVON PARK HOUSING AUTHORITY

Request for Qualifications

RFQ 26-02 Legal Services

DATE OF ISSUE: November 13, 2026

Contact Information:
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Proposed Timeline

November 13, 2026	RFQ release
November 30, 2026	Questions due
December 5, 2026	Responses to questions due
December 14, 2026	Proposals due NO LATER THAN 2:00 PM (EST)
December 15, 2026	Anticipated award of contract

Request for Qualifications
for
Legal Services

I. Introduction

The Avon Park Housing Authority is seeking proposals from qualified attorneys or law firms specializing in Public Housing, Affordable Housing, HOME Program and Family Programs to provide legal services. The selected attorney or firm must be licensed to practice in Florida, possess a minimum of 10 years of relevant experience, and preferably located in the State of Florida

II. Purpose

The purpose of this RFQ is to solicit proposals from experienced legal professionals to represent Avon Park Housing Authority in its required related legal services. These services are necessary to the successful operation of the daily operations of the Agency and will of necessity comprise a wide range of legal issues related to both local issues and HUD related issues. The goal is to ensure the Agency's compliance with all applicable local, state, and federal laws and regulations while safeguarding the rights of both tenants and the Housing Authority.

III. Scope of Services

1. General Legal Services

A The selected counsel will be expected to advise and counsel the Executive Director, and the Avon Park Housing Authority Board of Commissioners in the regular conduct of the affairs of the Avon Park Housing Authority, which includes telephone and office Conferences; writing incidental correspondence, preparing ordinary legal documents, rendering opinions on legal issues and related services. "Regular conduct" includes, but is not limited to personnel matters, liability exposure, fair housing compliance, bidding and contract award procedures, nondiscrimination compliance, and HUD housing policies.

B. Additionally, counsel will:

a. Offer advice, handle, file, and process to judgment, for an estimated 20 rental evictions per year.

b. Attend monthly meetings of the AP Board of Commissioners as requested, either in person or via electronic means.

c. As requested by the APHA, perform extraordinary legal services such as appearances, representation at hearings, lawsuits and other extraordinary services for a flat hourly fee mutually agreed upon in advance, and stated in an "Agreement for Legal Services."

d. Provide itemized billing for legal services provided.

C. The selected attorney or law firm will be expected to provide a range of legal services, including but not limited to:

a. Advising on compliance with federal, state, and local housing laws and regulations.
b. Preparing and reviewing legal documents related to eviction cases.
c. Providing legal counsel on tenant-landlord disputes and other housing-related matters.
d. Representing APHA in court and at administrative hearings as needed.
e. Advising on best practices to minimize legal risks and ensure fair treatment of tenants.
f. Non-Payment of rent cases:
    1. Review of "Notice to Quit" for legal validity.
    2. Client consultation regarding any particular matter(s) presented.
    3. Prepare unlawful detainer pleadings.
    4. File and serve summons and complaint.
    5. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery; performing any necessary research and drafting of court documents, and appearing in court on behalf of APHA.
    6. Perform related tasks as assigned by APHA.
g. "For Cause" Cases:
    1. Prepare and serve notices for "For Cause" lease violations.
    2. Prepare unlawful detainer pleading.
    3. File and serve summons and complaint.
    4. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery; performing any research and drafting of court documents, and appearing in court on behalf of APHA.
    5. Provide weekly status reports to APHA.
    6. Perform related tasks as assigned by APHA.
    7. Perform all required action for complex unlawful detainer cases and related actions, such as writs and appeals.
h. Miscellaneous Related Services:
    1. Timely telephone status reports on progress of evictions.
    2. Pickup and delivery of related paperwork for multiple evictions.
    3. Turnaround time for standard evictions of 60 to 90 days.
    4. Periodic review of APHA property management forms and/or policies, as requested.

2. Other services RFQ include performing services as legal advisor to the Agency in the following area:
    a. Governance requirements contained in the relevant Code of Federal Regulations (CFR), Agency policies, procedures, and By-laws; and actions that could potentially put the Agency at risk for liability exposure.
    b. Regulations pertaining to Federal, State and local government, including housing, real estate, procurement, and contractual issues; Federal and Florida Landlord-Tenant Law, including forcible entry and detainer actions.
    c. Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), and the Fair Housing Act.
    d. Employment issues, personnel rules; discrimination and wrongful termination claims;

worker's compensation issues, and compliance.

e. General state law regarding local governments entities, including but not limited to the Tort Florida Open Records Act, Public Housing Law, procurement regulations and policies, and contract law.
f. The successful proposer will only be providing work pertaining to legal issues commonly addressed by a legal counsel and the successful proposer will not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.

3. Other potential service areas RFQ include performing services as legal advisor to the Agency in the following areas pertaining to Agency-related matters within the following areas, each pertaining to applicable Federal, state, and local regulations, statutes, laws, and codes:
   a. Human resources and labor law;
   b. Accounting, finance, and related audits;
   c. Operations, including tenant/landlord law; Maintenance;
   d. Development and modernization;
   e. Information technology;
   f. Various housing programs including public housing, HOME and Family, and other APHA owned for managed properties;
   g. Issues relating to U.S. Department of Housing and Urban Development (HUD);
   h. Real estate, property, and utilities;
   i. Tenant-related issues, including non-payment and evictions;
   j. Worker's Compensation claims;
   k. Procurement law (state, Federal, and HUD), including reviewing various vendor contracts and editing, if necessary, prior to their execution; and
   l. Any other matter the Agency needs services for, including advice (written and/or verbal) to the Board of Commissioners
   m. RAD and tax credit development programs.

4. The Agency will retain the right to have the successful proposer provide services in any matter that the Agency believes the legal firm is qualified to provide and if, in the opinion of the Executive Director, it is in the best interests of the Agency to do so.

5. Please note that this Scope of Work is not intended to be an all-inclusive listing of all the legal issues that APHA may retain the successful applicant to provide, but rather is intended to be a representative listing of issues for which the Agency has previously required services. APHA retains the right to have the successful applicant provide services in any matter that APHA believes the legal firm is qualified to provide.

6. Additional Legal Counsel. If the successful proposer does not have in-house a qualified person to provide any services required by the Agency, the successful proposer may retain another counsel who has such qualified person. Such retention must have the prior written approval of the Agency. Any billing/payment for such additional counsel will be at the same hourly rate listed within the contract (meaning, the successful proposer may not add-on an additional amount to the contracted hourly fee for retaining and overseeing such additional counsel). As the Agency will contract with the successful proposer only, all ensuing payments for any contracted matter will be made by the Agency to the successful proposer only.

7. Potential Multiple Awards. The Agency reserves the right to, at any time during the ensuing contract period(s), make additional awards to other firms that have responded to this RFQ with a responsible and competitive proposal. Though the Agency reserves the right to make additional awards during the initial contract period (as detailed within the immediate-preceding sentence), the Agency anticipates that it will most likely (but not guaranteed) initially complete award to a firm(s) to provide services that are typically conducted local in the Avon Park area (i.e., attend Board meetings when requested; address eviction issues; human resource issues; etc.).

8. Potential Additional Competitive Solicitations. The Agency reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFQ, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the ED, it is in the best interests of the Agency to do so. Accordingly, the legal counsel retained as a result of this RFQ have the right to also respond to any such additional solicitation process, if conducted

9. Conflicts of Interest. For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Agency.

    a A conflict occurs when circumstances, known to the Contractor, place the Agency and the Contractor's new client in adverse, hostile, or incompatible positions wherein the interests of the Housing Authority may be jeopardized. Contractor will promptly notify the Agency in the event that such a conflict occurs.
    b In the event of such a conflict, Contractor will meet and confer with the Agency to agree upon modifications of its relationship with said new client or Agency in order to continue to perform services for said client and/or Agency without compromising the interests of either. Should no agreement regarding modification be reached, Avon Park Housing Authority may terminate this Agreement with Contractor.
    c When consent has been given, Contractor will endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Agency. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Agency for the benefit of any other client.
    d Contractor agrees to alert every client for whom consent is required, to the existence of this conflict-of-interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph will not apply to existing clients of the Contractor for which Contractor has previously received the Agency's consent.
    e This Agreement may be unilaterally and immediately terminated by the Agency if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as an Agency employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

10. Interest of any other Associated Persons. No member, officer, or employee of APHA, no member of the governing body of the locality in which the work is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, will, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section will result in

unilateral and immediate termination of this Agreement by the Avon Park Housing Authority.

IV. Qualifications

a. To be considered for this engagement, the attorney or law firm will receive a score for and must meet the following minimum qualifications:

   a. **Licensure**: Must be licensed to practice law in the State of Florida.
   b. **Experience**: A minimum of 10 years of experience in Public Housing, Affordable Housing, and Family and HOME programs in the State of Florida.
   c. **Location:** Preferably located within 75 miles of Avon Park to facilitate accessibility and responsiveness.
   d. **Expertise**: Demonstrated expertise in eviction law and housing regulations, particularly as they pertain to low-income housing programs.

V. Insurance Requirements

a. Offeror, at its sole cost and expense, will procure and maintain commercial general liability insurance, including bodily injury, property damage and personal injury at limits of not less than $1 million per occurrence and $1 million in the general aggregate combined single-limit coverage on the operation of the Offeror's business. Offeror agrees that said coverage will remain in force at all times during the continuance of this Agreement and will extend to indemnify APHA and will specifically name "Avon Park Housing Authority" and Avon Park Housing Development Corporation as additional insured. Offeror will procure an appropriate clause in, or endorsement of each insurance policy pursuant to which the insurance company waives subrogation or waives the right to recover against APHA.
b. Offeror will at all times keep its employees insured for statutory workman's compensation and other employee benefits required by all applicable laws and Offeror will maintain employer's liability insurance for an amount not less than $1,000,000.00 covering claims and suits by or on behalf of employees and others not otherwise covered by statutory workman's compensation insurance. Offeror agrees that said coverage will remain in force at all times during the continuance of this Agreement and will extend to indemnify APHA will specifically name "Avon Park Housing Authority" and "Avon Park Housing Development Corporation" as an additional insured.
c. Offeror will at all times maintain Professional Errors and Omissions Liability insurance appropriate to the Offeror's profession in the amount of $1,000,000.00 per occurrence and $1 million in the general aggregate.
d. All insurance required of Offeror under this Agreement will: (1) contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation, non-renewal, or change in the coverage, scope, oramount of any policy; (2) be written as primary policies, not contributing with and not supplemental to the coverage that APHA may carry.

e. Copies of all insurance coverage and endorsements required under this Agreement APHA will be delivered promptly to APHA.
f. APHA makes no representation that the types or amounts of coverage required to be carried by Offeror are adequate to protect Offeror. If Offeror believes that any such insurance coverage is inadequate, Offeror will obtain, at Offeror's sole cost and expense, such additional insurance as Offeror deems appropriate.

VI. Proposal Submission Requirements

A. Proposals should include the following information:

a. **Cover Letter**: A brief introduction of the attorney or firm, including contact information and a statement of interest.
b. **Experience and Qualifications**: Detailed description of the attorney's or firm's relevant experience and qualifications, including examples of past work in Public Housing, Affordable Housing, and Housing RAD and Voucher programs.
c. **Team Composition**: Information about the key personnel who will be involved in providing the services, including their qualifications and experience.
d. **Approach and Methodology**: Description of the proposed approach to providing the requested services, including strategies for handling eviction cases, and ensuring compliance with housing regulations.
e. **Fee Structure**: Detailed explanation of the proposed fee structure, including hourly rates, retainer fees, standard eviction filing, and any other relevant costs.
f. **References**: Contact information for at least three references from clients for whom similar services have been or are currently provided.
g. **Term**: The term of service will be 3 consecutive years which includes the start of January 1, 2027 thru the 3-year anniversary of 2030.

VII. Other Required Submission Requirements

a. Proposals APHA will include the following additional forms:
b. Form HUD-5369-C – Certifications and Representations of Offerors, Non-Construction Contract: This form can be located as Attachment A of this RFQdocument. This 2-page form must be fully completed, executed where provided thereon and submitted as a part of this proposal.
c. Written acknowledgment of understanding of form HUD-5369-B – Instructions to Offerors, Non-Construction: This form can be located as Attachment B of this RFQ document.
d. Section 3 Participation Documentation (as required by Attachment C). If not applicable – please state “Not Applicable” on the form.
e. Form HUD-2992 Certification Regarding Debarment and Suspension

Award will be made to the responsible firm whose proposal is most advantageous to the Avon Park Housing Authority, based on the combination of the factors above and price considerations. The APHA reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of APHA. All proposals become the property of and APHA will be retained by APHA. Any proposal or proposal modification received after the hour and date specified as the deadline will be returned unopened.

VIII. Evaluation Criteria

A. Proposals will be scored and evaluated based on the following criteria:

a. **Experience and Expertise (25 Points)**: Depth of experience and demonstrated expertise in relevant areas of law.
b. **Qualifications of Personnel (15 Points)**: Credentials and experience of the attorneys who will be working on APHA's cases.
c. **Approach and Methodology (15 Points)**: Quality and feasibility of the proposed approach to providing legal services.
d. **Fee Structure (25 Points)**: Reasonableness and transparency of the proposed fees.
e. **References (20 Points)**: Feedback from references regarding the quality and reliability of the attorney's or firm's services.

IX. Submission Deadline

a. Proposals must be submitted no later than the date and time listed on the first page of this RFQ. Late submissions will not be considered.

X. Submission Instructions

a. Proposals should be submitted electronically in PDF format to:

Email: marias@avonparkha.org

b. Alternatively, hard copies can be mailed or delivered to:

Maria Sutherland, ED
Avon Park Housing Authority
21 Tulane Dr
Avon Park, FL 33825

It is the offerors sole responsibility to ensure that the response is received prior the deadline stated in this proposal.

XI. Reservation of Rights

1. APHA reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by APHA to be in its bests interests and to accept the proposal deemed to be in the best interest of APHA.
2. APHA reserves the right not to award a contract pursuant to this RFQ.

3. APHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of APHA's Executive Director.
4. APHA reserves the right to negotiate the fees proposed by the proposer entity.
5. APHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
6. APHA will have no obligation to compensate any proposer or offeror for any costs incurred in responding to this RFQ.
7. APHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 30 days written notice to the successful proposer(s).
8. APHA reserves the right to negotiate the fees proposed by the proposing entity.

XII. AFFIRMATIVE ACTION

Avon Park Housing Authority is an Equal Opportunity Business Enterprise, which promotes competitive solicitations and does not discriminate on the basis of race, color, religion, creed, national origin, sex, disability, age, or sexual orientation.

APHA encourages minority and women-owned business enterprises to respond to this solicitation.
If your firm is minority or women-owned or owned by a disabled person, please state and provide a statistical representation of your work force with your quote.

Avon Park Housing Authority promotes the employment of its residents for contracted activities under the Section 3 program. Interested offerors are invited to indicate if they intend to hire any additional staff to assist in any way the delivery of services under an awarded contract, and if so, what measures will be undertaken to attempt to locate and hire qualified APHA residents to fill those positions using best possible effort. If no new positions are to be created under this contract, there is no obligation for the offeror to hire or train individuals under Section 3.

Thank you for your interest in providing legal services to the Avon Park Housing Authority. We look forward to receiving your proposal.

Sincerely,

Maria Sutherland
Executive Director
Avon Park Housing Authority

Deadline for the submittal is stated on the cover and page 1.
Any changes APHA will be issued by addenda.

Instructions to Offerors Non-Construction

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

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1. Preparation of Offers

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

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

(c) Offers for services other than those specified will not be consid-**ered.**

2. Submission of Offers

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

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

(c) Facsimile offers, modifications or withdrawals will not **be** consid-**ered** unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerers will acknowledge receipt of any amendments to this solicitation by

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

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

OMB Approval No: 2577-0180 **(exp.** 7/30/96)

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)(l) or (a) (2) above is affinnative, the bidder/offeror APHA will make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror APHA will 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 ofits bid/ offer that it:

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: –

(Check the block applicable to you)

[ ] Black Americans [ ] Asian Pacific Americans

[ ] Hispanic Americans [ ] Asian Indian Americans

[ ] Native Americans [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that –

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case ofa 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 ofrestricting 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 bas not participated and will not participate in any action contrary to subparagraphs (a)(I) 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)(I) through (a)(3) above (insert full name ofperson(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 subparagrapbs (a)(l) through (a)(3) above; and

(iii) As an agent, bas not personally participated, and will not participate in any action contrary to subparagraphs (a)(I) 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, be or she APHA will make an immediate and full disclo-sure in writing to the HA which APHA will include a description of the action which the Contractor bas 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 APHA will 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 APHA will 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 (RFQs 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 Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtain-ing, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant APHA will attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant APHA will submit an explanation of why it cannot provide the certification set out below. The certifi-cation or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation APHA will disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant APHA will provide immediate writ-ten notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it APHA will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclu-sion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing APHA will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant APHA will attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant APHA will provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assis-tance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it APHA will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this trans-action originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing APHA will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from partici-pation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this trans-action originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

Attachment "C"

SPECIAL PROPOSAL EVALUATION INSTRUCTIONS FOR SECTION 3 REQUIREMENTS

A. Section 3 of the Housing and Urban Development Act of 1968, as amended (as implemented at 24 CFR Part 135), requires that Housing Authorities and Agencies receiving HUD funding, to the greatest extent feasible, direct that funding to businesses that provide economic opportunities to low- and very low-income persons. Therefore, all prospective offerors are advised that:

1. Preference will be given for Section 3 businesses in accordance with category priority ranking below (in descending order of priority). Offerors are responsible for providing all documentation or other information which supports the offeror's declared business category and must provide additional information if requested. The offeror will be awarded the number of points corresponding to the business category definition for which the offeror qualifies:

    a. Category 1 business - 51 percent or more owned by residents of the housing development or developments for which Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of such residents as employees. **5 points.**
    b. Category 2 business - 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered funding, or whose fulltime, permanent workforce includes 30 percent such residents as employees. **3 points.**
    c. Category 3 business - HUD Youthbuild programs being carried out in the metropolitan area. or non-metropolitan county, in which the Section 3 covered funding is expended. **2 points.**
    d. Category 4 business - 51 percent or more owned by Section 3 residents, or whose full-time, permanent workforce includes no less that 30 percent Section 3 residents; or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 businesses. **1 point.**

2. The acceptability of offeror's proposed strategy for meeting the "greatest extent feasible" (Section 3 strategy) requirement will be evaluated in accordance with the Section 3 evaluation factor. Offerors must clearly describe in their proposed strategy how the offeror will comply with the Section 3 training and employment preference, contracting preference, or both. Offerors should not merely affirm that they will comply with the Section requirements or the employment contracting numerical goals. If the offeror decides to submit a strategy, it must be included in the proposal. Section 3 Strategy - The quality of the offeror's proposed strategy for complying with the Section 3 training and employment and/or contracting "greatest extent feasible" requirements including:

a. The clarity and detail of the offeror's proposed strategy;
b. The feasibility of the strategy;
c. The offeror's proposed numerical goals for employment and subcontracting;
d. The offeror's proposed strategy to obtain compliance by proposed subcontractors with training, employment, and subcontracting goals; and,
e. The offeror's past and current efforts to provide training and employment opportunities to Section 3 residents and/or subcontracting opportunities to businesses that would be considered Section 3 businesses.

3. 5 percent of the total points available are set aside for evaluation of the items in paragraphs (1) and (2) above.
4. Any contract award under this Request for Proposals will be made to the responsible offeror (Section 3 business or other business) whose proposal is most advantageous considering price and all other evaluated factors.

NOTE: A "Section 3 resident" means: 1) a public housing resident; or 2) an individual who resides in the metropolitan area or non-metropolitan county in which the contract will be performed, and who is a low-income or very low-income person in Highlands County.

Housing Authority personnel understand that there may not be bona fide Section 3 contractors qualified to complete the Scope of Work called for in this invitation to bid. The contract will be awarded to the most qualified contractor with the best proposal.

B. Offerors are advised of the following numerical goals, which have been set by HUD for subcontractors:

1. At least **10 percent** of the total dollar amount of the proposed contract if the contract is for building, trades work for maintenance, repair, modernization or development.
2. At least **3 percent** of the total dollar amount of all other contracts.

NOTE: The successful offeror must commit to these numerical goals.

SECTION 3 CERTIFICATION

PROJECT:

1. Company Name:
   Address:

2. Year Business Founded:

3. Current Number of employees: Full-Time_____Part-Time _____

4. Trade or type of business: _____

5. Per "Section 3 Business Ranking Categories" criteria (attached with these Bid documents);
   do you think your company is qualified as a Section 3 Business? (Check one)
   Yes [ ] No [ ]
   If Yes, please answer the following questions and sign the Certification, if NO, please stop here.

6. Check box of Section 3 category for which your company is qualified.
   [ ] Category 1 Business
   [ ] Category 2 Business
   [ ] Category 3 Business
   [ ] Category 4 Business

7. Please explain why your firm is qualified for the Business Category as you indicated above.

8. Please sign the following statement:

As authorized representative of _____(name of company), I certify that I am a qualified Section 3 Business and if I am awarded the bid, I will carry out Section 3 hiring, training, and subcontracting requirements.

_____
(Signature)

_____
(Print Your Name)

_____
(Date)