



## INVITATION FOR BIDS

### MODIFICATION #01 Issued 01-29-14

The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority or LHA) will accept sealed bids from contractors/vendors for the: **Annual Inspection; 6-year Maintenance/Recharge; and Purchase of New 5# and 10# Type ABC Portable Fire Extinguishers.** The bidding contractor must have, at least, five (5) years' experience inspecting, repairing, and recharging portable Type ABC fire extinguisher in order to be considered for the servicing portion of this bid. The awarded contract(s) will be for a base period of one year with an option to extend for up to two additional one-year periods.

The complete Bid Package may be obtained by emailing your request to ***Procurement@LakelandHousing.org***.

All bids must be submitted by **10:00 a.m., Eastern Time, on February 06~~12~~, 2014**, at which time, bids will be publicly opened and read aloud. Any bid received after the closing time will not be considered.

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

## INVITATION FOR BIDS

### ANNUAL INSPECTION, 6-YEAR MAINTENANCE/RECHARGE, AND PURCHASE OF NEW 5# AND 10# TYPE ABC PORTABLE FIRE EXTINGUISHERS

**MODIFICATION #01**  
**Issued 01-29-14**

#### I. SCOPE OF REQUIRED SERVICES

The Lakeland Housing Authority (LHA) hereby requests bids for the: **Annual Inspection; 6-year Maintenance/Recharge; and Purchase of new 5# and 10# Type ABC Portable Fire Extinguishers** for its various facilities located in and around Lakeland, Florida.

##### A. Scope of Work

1. For approximate 315 extinguishers yearly--The potential bidder is hereby advised that this number is the result of LHA's best-guess estimate. This Invitation for Bids does not guarantee a *minimum* or a *maximum* number of extinguishers to be serviced yearly.
2. All extinguishing equipment shall be serviced according to NFPA 10, 69A-- Florida Administrative Code, Florida Statute 633 or the most recent adopted, as well as manufacturer's specifications for each unit. The general types of servicing to be required of the Contractor, in addition to routine maintenance, will include inspecting, testing, recharging, marking, tagging, mounting, repairing, replacement of parts, installing and labeling mostly 5# and some 10# portable Type ABC fire extinguishers. Servicing shall include all extinguishers whether or not servicing is due or past due.
3. At the time of the inspection, all fire extinguishers not meeting minimum charge requirements will be given a six-year service including hydro testing. The Contractor shall also insure that all fire extinguishers are of the proper rating, and that they are properly installed and marked, as required by the National Fire Protection Association and OSHA. The Contractor shall furnish a Durable Self Adhesive Label as specified by the NFPA and State Statute for each extinguisher showing the required servicing data; including the date of the annual inspection (no exceptions will be allowed.)
4. The Contractor shall immediately notify the LHA Director of Operations, **Carlos Pizarro**, at (863) 687.2911 concerning an emergency or critical situation related to fire extinguishing equipment at any LHA facility.
5. The Contractor shall prepare a written invoice monthly to be submitted to the LHA Accounts Payable Office located at **430 Hartsell Avenue, Lakeland, Florida**

**33815** for payment. The monthly invoice must list all extinguishers serviced by location, serial number, and service action taken. The technician's original inspection report shall also be provided.

6. LHA will take random samples of serviced fire extinguishers to verify that the service has been performed as stated in report forms. A separate fire extinguisher service company may, at the option of LHA, perform the inspection.

7. The Contractor must inspect, test, service and perform repairs and maintenance on all-portable fire extinguishers as required by NFPA 10, Chapter 633 Florida Statutes, and 69A-21 Florida Administrative Code. Failure to comply with these may result in the immediate cancellation of the contract and non-payment of invalid outstanding invoices.

8. Hydro testing of extinguisher housing shall comply with the manufacturer's recommendation and/or NFPA 10, whichever is strictest.

9. The successful bidder(s) will provide all customary and necessary services whether or not indicated herein.

**B. Purchase of New 5# and 10# Type ABC-Extinguishers**

LHA reserves the right to purchase an indefinite number of mainly 5# extinguishers from one or more vendors. In its bid, the bidder must identify the make and model being offered. Also, the cost for installation and for the associated bracket will be indicated as separate items.

**II. OTHER CONDITIONS**

The following and other conditions will apply to the successful bidder(s) who is awarded a contract.

**A. Insurance**—Upon award of this bid--to the satisfaction of LHA--the successful bidder(s) will be required to provide LHA with a current certificate(s) of:

- *General Liability* insurance and *Automotive Liability* insurance with LHA named as an *additional insured* on each liability insurance. The General Liability insurance must contain a minimum of \$1,000,000 coverage per occurrence.
- *Workers' Compensation* coverage for all of the bidder's staff to be employed on the site of this project. The Workers' Compensation coverage must be, at least, the State of Florida required minimum.

The successful bidder shall maintain the above insurances in-force during the term of the contract.

**B. Permits, Fee and Licenses**--The successful bidder shall secure, maintain, and pay all permits, fees, and licenses as required by local and state governmental agencies.

- C. **Modifications**—In its best interest, LHA reserves the right to modify this Invitation for Bids. Modifications may include, but are not limited to, increasing or deleting any items contained in this Invitation for Bid.

Any such modification or amendment will be made available via the email address provided by the potential bidder. It is the responsibility of the potential bidder to access any such modifications or amendments.

- D. **Section 3**--The successful bidder will attempt to comply with the requirements of the HUD Act of 1968, Section 3, attached to this Invitation for Bids as well as *LHA's Section 3 and Minority and Woman Business Enterprise Policy*, which can be accessed at: <http://lakelandhousing.org/wp-content/uploads/MWBE-Section-3-Policy-corrected-022113.pdf>

- E. **Non-Discrimination**--The successful bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, disability, sex, or national origin.

- F. **Security and Safety**--The successful bidder shall protect and secure all materials, vehicles, and equipment, and shall assume full responsibility for loss, theft, vandalism, and any other damage for the duration of the contract. LHA will not assume responsibility for vandalism, theft, fire, and/or personal injury claims arising from or relating to the work to be performed. The successful bidder must exercise extreme caution and safety at all times to protect the work area and to eliminate accidents occurring at the work site. The successful bidder must also protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by the contracted work. Since residents and staff will be occupying the facilities to be serviced, the successful bidder must conduct its activities in a respectful manner that will cause the least disruption to the residents and to the staff. This respectful manner includes, but is not limited to, refraining from playing loud music or other unnecessary loud noises.

**Note:**

- Work on this project prohibited on Saturdays, Sundays, and legal holidays.
- On other days, work is prohibited between the hours of 5:00 p.m. and 8:00 a.m.

- G. **Review and Inspection**--LHA may at its sole discretion and from time-to-time review and inspect the services provided including but not be limited to: site observations, and records of activities.

- H. **Payment**--Payment shall be made within thirty (30) calendar days after submission of an invoice acceptable to LHA for the satisfactory performance of the contracted work.

- I. **Term**—Each bidder will be requested to indicate on its submitted Bid Form the anticipated *start* and *end date* of the services to be provided.

J. **Required Forms**—The bidder will only submit its bid on the Bid Form provided with this Invitation for Bids,. Bids submitted in another format may be rejected as non-responsive.

K. **Federal Labor Standards Provisions**—reserved

L. **Communications**--In order to maintain a fair and impartial competitive process, LHA shall avoid private communication concerning this procurement with prospective proposers during the entire procurement process. Please respect this policy and do not attempt to query LHA personnel regarding this Invitation for Bids.

*Ex parte* communication regarding this solicitation is prohibited between a potential or current proposer and any LHA or Lakeland-Polk Housing Corporation Board of Commissioners member, LHA or West Lake Management staff, or any other person serving as an evaluator during this procurement process. A respondent directly contacting any LHA or Lakeland-Polk Housing Corporation Board of Commissioners member, LHA or West Lake Management staff, or evaluators regarding this solicitation risks the elimination of its bid from consideration. Email correspondence with **Tom Hornack**, LHA's Administrative Services Manager, does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this procurement given out by any LHA or Lakeland-Polk Housing Corporation Board of Commissioners member, LHA or West Lake Management employee, or agent to a prospective respondent shall not bind LHA.

In the event that a potential respondent has questions that he/she would like to have addressed, the potential respondent should email questions to [Procurement@LakelandHousing.org](mailto:Procurement@LakelandHousing.org) prior to **9:00 a.m.**, Eastern Time, on **February 04 January 29, 2014**. Receipt of request will be acknowledged. Prior to **6:00 p.m.**, Eastern Time, on **February 04 January 29, 2014**, the responses to the submitted questions will be sent by email to all potential respondents who received this Invitation for Bids directly from LHA. It is the potential respondent's responsibility to monitor his/her email for any additional information related to this procurement.

M. **Modification Of Solicitation**--LHA reserves the right to modify this procurement as deemed necessary by LHA. Any such modification or amendment will be sent by email on or before **6:00 p.m.**, Eastern Time, on **February 04 January 29, 2014** to all potential bidders who received this solicitation directly from LHA.

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

### III. SUBMISSION OF BIDS

A. **Original Bid**

An **original bid** shall be delivered by mail or hand-delivered addressed to:

**Tom Hornack, Administrative Services Manager**  
**re: Annual Inspection, 6-year Maintenance/Recharge, and Purchase of**  
**New 5# and 10# Type ABC Portable Fire Extinguishers**  
**Lakeland Housing Authority**  
**430 Hartsell Avenue**  
**Lakeland, Florida 33815**

The outside of the envelope must indicate the name and address of the firm submitting the bid as well as the title of the bid being submitted.

Any bid transmitted by facsimile, electronic mail, or not in compliance with the above instructions may not be considered. All bids and accompanying material will become the property of LHA and will not be returned to the bidder.

- B. Validity**--Bids may be held by LHA for a period not to exceed twenty-one (21) calendar days from the date of opening for the purpose of reviewing them and investigating the qualifications of the respondent prior to awarding the work.
- C. Withdrawals**--No bid shall be withdrawn subsequent to the stated opening of the bids without the consent of LHA. LHA reserves the right to accept or reject any and all bids or any part of any bid and to waive any informalities or irregularities in the bid or in the procurement process.
- D. Conflict of Interest**--No LHA or Lakeland-Polk Housing Corporation Board member, officer, employee of LHA or West Lake Management, or member of the City of Lakeland City Commission shall, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- E. Award of Contract**--
1. LHA reserves the right to accept or reject any and all bids and to waive informalities and minor irregularities and technicalities.
  2. LHA also reserves the right to award any bid if deemed to be in the best interest of LHA if that bid is consistent with LHA's policies and/or the laws governing the U.S. Department of Housing and Urban Development (HUD) and/or the State of Florida programs.
  3. Since the majority of the service work will be on 5# extinguishers, the bid award for the service portion of the this solicitation will be made to that fully-qualified, *responsive*\*, and *responsible*\* bidder who submits the lowest **Total Cost** in **Table 1** on the BID FORM.  
*\*(as defined by HUD.)*

**F. 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 Bid Package, the decision of LHA shall be final and binding upon all parties.

## BID FORM

### **MODIFICATION #01**

**Issued 01-29-14**

#### **ANNUAL INSPECTION, 6-YEAR MAINTENANCE/RECHARGE, AND PURCHASE OF NEW 5# AND 10# TYPE ABC PORTABLE FIRE EXTINGUISHERS**

From: (Name of Business) \_\_\_\_\_, a(n) (circle one of the following) corporation/partnership/individual hereinafter referred to as the "Bidder."

To: **The Housing Authority of the City of Lakeland** (hereinafter referred to as the "LHA")

The Bidder, in compliance with your Invitation for Bids for **Annual Inspection, 6-year Maintenance/Recharge, and Purchase of New 5# and 10# Type ABC Portable Fire Extinguishers**, having examined the *Scope of Required Services*, offers the prices stated below.

LHA anticipates that the majority of fire extinguishers serviced under this contract will be 5# Type ABC. LHA also anticipates that approximately 80% of all of its extinguishers will only require the **Annual Inspection** service while remaining approximate 20% of the extinguishers will require **Six year Maintenance** or **Recharge** service. Please complete **Table 1** and **Table 2** and/or **Table 3**.

**Table 1. The Bidder's offer to service 5# Type ABC extinguishers:**

Type Of Service	Anticipated Number Of Units	Proposed Price of Service Per Unit*	Total**
Annual Inspection	240	\$	\$
Annual Inspection with Six-year Maintenance or Recharge	60	\$	\$
		<b>TOTAL COST***</b>	\$

**Table 2. The Bidder's offer to service 10# Type ABC extinguishers:**

Type Of Service	Anticipated Number of Units	Proposed Price of Service Per Unit*	Total**
Annual Inspection	16	\$	\$
Annual Inspection with Six-year Maintenance or Recharge	4	\$	\$
		<b>TOTAL COST</b>	\$

\*Includes all parts and labor

\*\*Please double-check your math. In the event of a mathematical error, the proposed Unit Prices will prevail for purposes of award.

\*\*\*Since the majority of the service work will be on 5# extinguishers, the *responsive* and

*responsible* bidder who submits the lowest cost in Table 1 will be awarded the service portion of the work

If awarded this bid for the servicing portion, prior to February 15~~22~~, 2014, the Bidder anticipates that it will begin the work on/before \_\_\_\_\_ (date) and complete the work on/before \_\_\_\_\_ (date).

**Table 3. The Bidder's Offer for the purchase of an indefinite number of new Type ABC extinguishers with a six-year warranty:**

Item	Make and Model	Delivered Price (Per Unit)
5# extinguisher		\$
Mounting bracket for 5# extinguisher		\$
10# extinguisher		\$
Mounting bracket for 10# extinguisher		\$
Installation of either a 5# or a 10# extinguisher		\$

**Required Minimum Order of the Items in Table 3:** \$ \_\_\_\_\_

With check marks, the Bidder is indicating below the following required items/information/ forms are being submitted as part of the Bidder's response:

- This required BID FORM: \_\_\_\_\_
- Copy of the Bidder's current professional license: \_\_\_\_\_
- Proof of existing workers' compensation coverage and general and automobile liability insurances: \_\_\_\_\_
- A list--*including* contact information and completion dates--of, at least, ten past *governmental* and/or *commercial* entities that received fire extinguisher services from the Bidder over the past five years: \_\_\_\_\_

That the Bidder completed, signed, and enclosed:

- Non-collusion Certification form\*: \_\_\_\_\_
- Public Entity Crime Statement\*: \_\_\_\_\_
- HUD-50070, Certification for a Drug-Free Workplace\*: \_\_\_\_\_
- HUD Form 5369-C, Representations, Certifications and Other Statements of Bidders\*: \_\_\_\_\_
- Section 3 Business certification\*: \_\_\_\_\_

\*(A blank copy is provided with this Bid Package.)

Failure to provide *any* of the above information may render the submitted bid as *non-responsive* and may cause the bid to be rejected.

In submitting this bid, the Bidder acknowledges that LHA reserves the right to award the *servicing* work to the same or different bidder than the bidder awarded the *purchasing* portion *or* to make no award in the best interest of LHA at LHA's sole discretion.



In submitting this bid, I hereby certified that I checked my email after 6:00 p.m. on ~~February 04~~ ~~January 29~~, 2014 to obtain any modifications or updates to this Invitation for Bids.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

## **ATTACHED FORMS**

Section 3 Clause

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

[Page 604]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

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

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

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

Sec. 135.38 Section 3 clause.

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

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

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

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

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

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

Section 3 Clause

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

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

## NON-COLLUSION CERTIFICATION

### ANNUAL INSPECTION, 6-YEAR MAINTENANCE/RECHARGE, AND PURCHASE OF NEW 5# AND 10# TYPE ABC PORTABLE FIRE EXTINGUISHERS

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

- That this proposal is made without collusion or fraud with any other person, firm, or corporation making a proposal for the same purpose.
- That no officer or employee or person whose salary is paid, in whole or in part, from the Housing Authority of the City of Lakeland is, shall be, or will become interested, directly or indirectly, surety or otherwise: in this proposal; 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 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 and submit this statement as presented may result in the proposal being rejected.*

## PUBLIC ENTITY CRIMES STATEMENT

### ANNUAL INSPECTION, 6-YEAR MAINTENANCE/RECHARGE, AND PURCHASE OF NEW 5# AND 10# TYPE ABC PORTABLE FIRE EXTINGUISHERS

By signing this form, the Respondent 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 Respondent also certifies that it is in compliance with Section 287.133, Florida Statutes, as it relates to Public Entity crimes. More specifically, the Respondent 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 and submit this statement as presented may result in the proposal being rejected.*

# 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

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- |   |   |
|---|---|
| <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:

<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"/> Woman-Owned Business
<p><b>THE CONTRACTOR REPRESENTS AND CERTIFIES THAT IT IS QUALIFIED AS:</b></p> <p style="margin-left: 40px;"><b><input type="checkbox"/> A SECTION 3 BUSINESS SINCE</b></p> <p style="margin-left: 80px;"><i>(Please check all of the following that apply to your business.)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 51% or more is owned by Section 3 residents.*</li> <li><input type="checkbox"/> at least, 30% of its permanent full-time employees are current Section 3 residents* or were Section 3 residents within 3 years of the date of first employment with the business.</li> <li><input type="checkbox"/> it provided evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories.</li> </ul> <p style="text-align: center; margin-left: 100px;"><b><u>OR</u></b></p> <p><b><input type="checkbox"/> NOT A SECTION 3 BUSINESS</b>, but who has and will continue to seek compliance with Section 3 by certifying its efforts to award subcontracts to Section 3 concerns.</p>	

\*A Section 3 resident is defined as a Public Housing resident or an individual who resides in the within Polk County and whose family income is below the following income limits:

<b>Persons in Household:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Very Low-Income:</b>	\$18,150	\$20,750	\$23,350	\$25,900	\$28,000	\$30,050	\$32,150	\$34,200

Date:	Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information provided in this document is true and correct.
Printed Name of Authorized Official:	Signature: