



INVITATION FOR QUOTE

The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority or LHA) acting for itself and/or for its various instrumentalities and affiliates will receive quotes for ADA Ramp Construction located at: 1542 North Hawkins Way, Lakeland, Florida 33805. All quotes must be delivered by 2:00 p.m., Eastern Time, on April 21, 2021 to: *The Receptionist, LHA Administrative Offices, Attention Lori Halula-Eyer: 430 Hartsell Avenue, Lakeland, FL 33815.*

Minority and Female Business Enterprises and Section 3 firms are encouraged to respond to this Invitation to Quote.

LAKELAND HOUSING AUTHORITY

INVITATION FOR QUOTE FOR RE:-ADA RAMP CONSTRUCTION 1542 North Hawkins Way Lakeland, Florida 33805

I. GENERAL CONDITIONS:

- A. 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 Quote.

Ex parte communication regarding this solicitation is prohibited between a potential or current proposer and any LHA Board of Commissioners member, LHA staff, or any other person serving as an evaluator during this procurement process. Respondents directly contacting any LHA Board of Commissioners member, LHA staff, or evaluators regarding this solicitation risk the elimination of their quotes from consideration. Email correspondence with **Lori Halula-Eyer**, LHA's Administrative Sr. Program Manager, does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this procurement given out by any LHA Board of Commissioners member, LHA employee, or agent to a prospective respondent shall not bind LHA.

A Pre-Quote conference will be held at the site:

**Wednesday, April 14, 2021 at 11:00 a.m., Eastern Time, at
1542 North Hawkins Way, Lakeland, Florida 33805.**

Although this is not a mandatory meeting, all potential respondent are *strongly* encouraged to attend this site visit. In the event that a respondent is unable to attend this site visit but has questions that he/she would like to have addressed at the site, the potential respondent may email questions to Procurement@lakelandhousing.org prior to **8:00a.m., Eastern Time on Monday, April 12, , 2021**. Receipt of request will be acknowledged. A response will be sent to all potential respondent who received this Invitation to Quote directly from LHA on or before **noon, Eastern Time, on April 19, 2021**. It is the potential respondent's responsibility to provide an accurate and viable email address and to monitor his/her email for any additional information related to this procurement.

B. SUBMISSION OF QUOTES--

- 1.1 A quote shall be transmitted by mail, hand-delivered in a *sealed* envelope addressed to:

**The Receptionist
ATT: Lori Halula-Eyer
re: ADA Ramp Construction
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815**

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

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

C. Modifications—In its best interest, LHA reserves the right to modify this Invitation For Quotes. Modifications may include but are not limited to: increasing or deleting any items; awarding portions of this Invitation For Quotes to one or more respondents or make no award; waiving informalities and technicalities; and making awards 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.

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

D. Validity--Quotes may be held by LHA for a period not to exceed thirty (30) 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.

E. Withdrawals--No quote shall be withdrawn subsequent to the opening of quotes without the consent of LHA. LHA reserves the right to accept or reject any and all quotes or any part of any quote and to waive any informalities or irregularities in the quote or in the procurement process.

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 Invitation For Quotes, the decision of LHA shall be final and binding upon all parties.

G. Conflict of Interest--No LHA Board member, officer, employee of LHA or member of the City of Lakeland City Commission shall, during his/her tenure or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

II. SCOPE OF REQUIRED SERVICES

- A. The successful respondent shall furnish all necessary labor, materials, tools, equipment, fuel, transportation, and supervision necessary to provide the following goods and services indicated on the Quote Form attached to this package.

It is the potential respondent's responsibility to visit and familiarize itself with the site located at: 1542 North Hawkins Way, Lakeland, Florida 33805.

The potential respondent is responsible for making accurate measurements and accurately determining the quantity of materials, labor, time, and equipment needed to successfully complete the work. Such inspections may be made during normal business hours, Monday through Friday. If assistance is required accessing the site, please contact **Eduardo Velazquez**, Construction Manager at 863.687.2911 x1010.

1.0. SCOPE OF WORK/GENERAL CONDITIONS:

The successful respondent in a professional manner will provide the following as well as any other tasks and materials usual and customary to this type of work:

- Pour in place concrete slab over existing concrete patio as described in the attached construction documents permit set.
- Clean work area upon completion of project.
- Load and haul off job related debris.
- Warranty shall be extended for all construction components, equipment, and installation for a minimum of 1 year from the date of substantial completion.
- Provide a written 1-year workmanship warranty.

III. OTHER CONDITIONS

The following and other conditions will apply to the successful respondent who is awarded the work resulting from this Invitation For Quote.

- A. **Insurance**—If awarded the work, the successful respondent (to the satisfaction of LHA) must:
- Provide LHA with a current certificate(s) of proof of general liability insurance and automotive liability insurance with LHA named as an *additional insured*. Each of these insurances must contain a minimum of \$1,000,000 coverage per occurrence.
 - Provide written documentation of current Workers Compensation insurance for its entire staff employed on the site of this project.
 - Maintain the above insurances in force during the term of the contract.

- B. Permits, Fee and Licenses**--The successful respondent shall secure, maintain, and pay all permits, fees, and licenses necessary for the proper execution and completion of work. Copies must be provided to LHA prior to commencement of the work.
- C. Subcontracting**--LHA encourages the participation of Section 3, resident, minority- and women-owned businesses. (A copy of the form to document a Section 3 qualified business is attached to this procurement package.) The successful respondent will make every effort to hire Section 3 qualified employees to assist in work performed under the project. (A copy of the form to qualify Section 3 employees is attached to procurement package.) LHA has agreed to HUD established goals in Section 3, resident, minority- and women- owned business participation in its contracts. Information provided by the successful respondent assists LHA in monitoring its progress toward the realization of its goal.
- D. Resident Participation**--LHA encourages the hiring of residents by the successful respondent for any employment opportunities available as a result of its contracts. The successful respondent will make every effort to hire residents and to post job opportunities in the Renaissance at Washington Ridge Administration Office located on site. The successful respondent will be asked to report the hiring of any residents to assist LHA in:
- monitoring resident participation in the performance of work under its contract.
 - monitoring progress toward achieving established goals,
 - the development of further resident participation programs.
- E. Non-Discrimination and Section 3**--The successful respondent must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, disability, sex, or national origin. LHA encourages participation by Lakeland area business owned and operated by minorities and women and those that meet the definition of a "Section 3 business."
- F. Security and Safety**--The successful respondent 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 project. 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 respondent must exercise extreme caution and safety at all times to protect the work area and the residents and to eliminate accidents occurring at the work site.
- G. Review and Inspection**--LHA may at its sole discretion and from time-to-time review and inspect the services being provided including but not be limited to site observations and reviewing the quantity and types of chemicals and equipment used.

- H. **Payment**--Payment shall be made within thirty (30) calendar days after submission of an invoice and close-out documentation acceptable to LHA for work that is deemed satisfactory by LHA. Payment for materials delivered to the site may be approved before the completion of project.
- I. **Term**--LHA anticipates that the services to be provided under the contract will begin within one week after the quote submittal deadline. The work must be completed within fourteen calendar days of a written "notice to proceed."

NOTE: Work is prohibited on Sundays in LHA residential areas. For the purposes of this project, Sunday counts as a calendar day.

- J. **Required Forms**—The respondent will only submit his/her quote on the Quote Form provided with this Invitation For Quote. Quotes submitted in another format may be rejected as non-responsive. At a minimum, the successful respondent awarded the work under this Invitation For Quote will comply with the following HUD Forms, as applicable: HUD's 5369-C and 5370-EZ.
- K. **Federal Labor Standards Provisions**—Due to the nature of the funding to be used by LHA for this project, the certain Federal requirements apply. Attached to this Invitation For Quote is information on the **Federal Labor Standards Provisions** which include the **Davis-Bacon Act**, the **Copeland Act**, and **Contract Works Hours and Safety Standards Act**. Also attached is a copy of the current Davis Bacon **wage determination** sheet for residential building repair in Polk County: FL20200082 01/01/2021.

NOTE: Failure to provide *any* of the above information may render the quote *non-responsive* and remove the quote from consideration.

Submitted By: _____
(Printed/typed name)

Title: _____

Signature: _____

Business Name: _____

Business Address: _____

Business Phone Number: _____

Email address: _____

ATTACHED FORMS

NON-COLLUSION CERTIFICATION

RE: ADA RAMP CONSTRUCTION

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

RE: ADA RAMP CONSTRUCTION

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.

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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- (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:

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

BACKGROUND:

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are generated because a project or activity undertaken by recipient of HUD financial assistance necessitated the employment of additional personnel through individual hiring or the awarding of contracts for work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low persons in their recruitment and solicitation efforts, but that in fact, extra or great efforts be undertaken to make these persons aware of the existence of economic opportunities, encourage their application for these opportunities, and facilitate the employment of, or award of contracts to these persons.

Section 3 covered assistance means:

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

A Section 3 resident is defined as: who is:

(a) A Public Housing Resident

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

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Lakeland-Winter Haven, FL MSA	\$58,800	Very Low (50%) Income Limits (\$)								
		Explanation	20,600	23,550	26,500	29,400	31,800	34,150	36,500	38,850
		Extremely Low Income Limits (\$)*								
		Explanation	12,760	17,240	21,720	26,200	30,680	34,150*	36,500*	38,850*
		Low (80%) Income Limits (\$)								
		Explanation	32,950	37,650	42,350	47,050	50,850	54,600	58,350	62,150

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

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

Name of Authorized Official

Signature of Authorized Official and Date