

**INVITATION FOR BIDS**  
**NO: IFB2021-02**  
**REROOFING OF BUILDINGS AT THE**  
**DAKOTA PARK APARTMENTS COMMUNITY**

**I. SCOPE OF REQUIRED SERVICES**

The Lakeland-Polk Housing Corporation (LPHC) hereby requests bids from professional roofing companies for reroofing two single-story and four two-story residential buildings in the *Dakota Park Apartments* community located at 1411 Kettles Avenue, Lakeland, Florida 33805. The buildings are identified on the attached Google Map and Bid Form.

It is the bidder's responsibility to visit the site and familiarize itself with the conditions of each building. The bidder is responsible for conducting its own field measurements to determine the amount and type of necessary: equipment, tools, materials, labor, fuel, transportation, and supervision required. Such inspections may be made during normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday. If assistance is required, please contact **Angelina Santiago**, Dakota Park Community Manager, at 863-682-7611.

The successful bidder(s) will be responsible for coordinating the work with other trades who may be at the site as well as coordinating with LPHC's representative, **Ernest Joe III**, Business Manager at 863-687-2911 ext. 1022.

**Note:** In order to encourage as many potential bidders to respond to this Invitation for Bids (IFB), the Lakeland-Polk Housing Corporation did not specify *start and end dates* in this Invitation for Bids. Rather, LPHC is requesting that the bidder indicate on its submitted Bid Form its earliest anticipated *start and end dates* if awarded the project. However, since the roofs on, at least, two of the buildings are currently leaking, LPHC reserves the right to award the bid to that bidder whose bid proposal is most favorable to LPHC.

**A. Specifications**

1. The successful bidder(s), in a professional manner, will provide the following services as well as any other tasks and materials usual and customary to this type of work:
  - Remove existing shingle roof
  - Dry-in with 30# felt
  - Install flashing
  - Install 6" painted steel eave trim\*
  - Install lead boots on plumbing vents
  - Install goose neck/kitchen vents and four foot off-ridge vents\*
  - Using nails, install 25 year flat 3-tab shingles.

- Clean work area of job-related debris upon completion of project
  - Load and haul-off job related debris
  - Provide a written 25-year manufacturer's warranty on the shingles
  - Provide, at least, a one-year written warranty on all other materials used in the project
  - Provide a written 5-year workmanship warranty
- \* The color, which will be the same for each building, will be LPHC's choice.*
2. The successful bidder shall upgrade the existing roof to comply with all of the latest governmental codes and regulations. The costs of these upgrades shall be included in the total bid price indicated on the bidder's submitted Bid Form.
  3. The successful bidder(s) will provide all customary and necessary services whether or not indicated herein.

## II. OTHER CONDITIONS

The other conditions that will apply to the bidder who is awarded a contract.

- A. Insurance**—To the satisfaction of LPHC, the successful bidder will be required to provide LPHC with a current certificate(s) of:
- *General Liability* insurance and *Automotive Liability* insurance with LPHC, PCHD Dakota, LLC, and West Lake Management, LLC named as an *additional insured* on each type of 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 employed on the site of this project. The Workers' Compensation coverage must be, at least, the State of Florida required minimum.
  - *Umbrella Liability* insurance with LPHC, PCHD Dakota, LLC, and West Lake Management, LLC named as an *additional insured* and contain a minimum of \$2,000,000.

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 necessary for the proper execution and completion of work. Copies of the above documents must be provided to **Lori Halula-Eyer, Sr. Program Manager**, prior to commencement of the work. Failure to provide the above documents prior to the beginning the work may result in a start delay or a stop-work order.
- C. Modifications**—In its best interest, LPHC 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**— *If applicable*, the successful bidder will 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://uploads.lakelandhousing.org/MWBE-Section-3-Policy.pdf>
- E. Non-Discrimination**--The successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, disability, gender, or national origin.
- F. Security and Safety**--The successful bidder shall protect and secure its materials, vehicles, and equipment, and shall assume full responsibility for loss, theft, vandalism, and any other damage for the duration of the contract. LPHC 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 may be occupying the buildings to be reroofed as well as adjoining buildings during the project, the successful bidder must conduct its activities in a respectful manner that will cause the least disruption to the residents. This respectful manner includes, but is not limited to, refraining from playing loud music or other unnecessary loud noises.
- Note:**
- Work on this project is prohibited on Saturdays, Sundays, and legal holidays.
  - On other days, work is prohibited between the hours of 8:00 p.m. and 7:00 a.m.
- G. Review and Inspection**--LPHC may at its sole discretion and from time-to-time review and inspect the services provided including but not be limited to: site observations, review of time records, daily and other logs and records of activities, and supervisors' reports.
- H. Payment**--Payment shall be made within thirty (30) calendar days after submission of an invoice acceptable to LPHC for the satisfactory performance of the contracted work.

**Note:** LPHC reserves the right to process only those invoices submitted with corresponding weekly certified payroll(s). (A copy of the certified payroll form, WH-347, is attached for reference.) LPHC will not process any invoice lacking the appropriate certified payroll(s) until the relevant certified payroll(s) is received and approved by LPHC. Also, LPHC is required by HUD to conduct on-site wage

interviews with the small sample of the successful bidder's staff using the attached Form HUD-11. This form is used to confirm certain information contained in the submitted certified payroll form.

- I. **Term**—LPHC recognizes that this is a busy time of the year for roofers. Therefore, each bidder will be requested to indicate on its submitted Bid Form the anticipated *start* and *end date* of the project.
- 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. At a minimum, the contract awarded under this Invitation for Bids will contain with the following HUD forms: 5369-C and 5370-EZ. (Copies are attached for reference.)
- K. **Federal Labor Standards Provisions**— Due to the nature of the funding to be used by LPHC for this project, certain Federal requirements apply such as the **Federal Labor Standards Provisions** which include the Davis-Bacon Act, the Copeland Act, and Contract Works Hours and Safety Standards Act. This document as well as the document **Making Davis-Bacon Work, A Contractor's Guide to Prevailing Wage Requirements** may be accessed electronically on the LPHC web site, <http://lakelandhousing.org/Procurement/#>. Also, attached is a copy of the current Davis Bacon **wage determination** information for *residential* building repair in Polk County: FL20210082 01/01/2021.
- L. **Communications**--In order to maintain a fair and impartial competitive process, LPHC 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 LPHC, Dakota Park, or West Lake Management personnel regarding this Invitation for Bids.

*Ex parte* communication regarding this solicitation is prohibited between a potential or current proposer and any Lakeland-Polk Housing Corporation (LPHC) Board of Directors member, Dakota Park, LPHC or West Lake Management staff, or any other person serving as an evaluator during this procurement process. A respondent directly contacting any LPHC Board of Directors member, LPHC staff, Dakota Park staff, West Lake Management staff, or evaluators regarding this solicitation risks the elimination of its bid from consideration. Email correspondence with **Lori Halula-Eyer**, Sr. Program Manager, does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this procurement given out by any LPHC Board of Directors member, LPHC, Dakota Park, or West Lake Management employee, or agent to a prospective respondent shall not bind LPHC.

In the event that a potential respondent has questions that he/she would like to have addressed, the potential respondent should email questions to [Leyer@LakelandHousing.org](mailto:Leyer@LakelandHousing.org) **prior to 9:00 a.m.**, Eastern Time, on **August 31, 2021**. Receipt of request will be acknowledged. **Prior to 5:00 p.m.**, Eastern Time, on **September 3, 2021** the responses to the submitted questions will be sent by email

to all potential respondents who received this Invitation for Bids directly from LPHC. It is the potential respondent's responsibility to monitor his/her email for any additional information related to this procurement.

### **III. SUBMISSION OF BIDS**

#### **A. Original Bid**

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

**Lori Halula-Eyer, Sr. Program Manager**  
**re: Reroofing of Buildings in at Dakota Park Apartments Community**  
**Lakeland-Polk Housing Corporation 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 will not be considered. All bids and accompanying material will become the property of LPHC and will not be returned to the bidder.

**B. Validity**--Bids may be held by LPHC 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.

**C. Withdrawals**--No bid shall be withdrawn subsequent to the stated opening of the bids without the written consent of LPHC. LPHC 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 LPHC Board member, officer, employee of LPHC, Dakota Park 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. The Lakeland-Polk Housing Corporation reserves the right: to accept or reject any and all bids or any part of any bid and to waive informalities and minor irregularities and technicalities.
2. The Lakeland-Polk Housing Corporation also reserves the right to award any bid if deemed to be in the best interest of LPHC if that bid is consistent with LPHC's policies and/or the laws governing the U.S. Department of Housing and Urban Development (HUD) and/or the State of Florida programs.

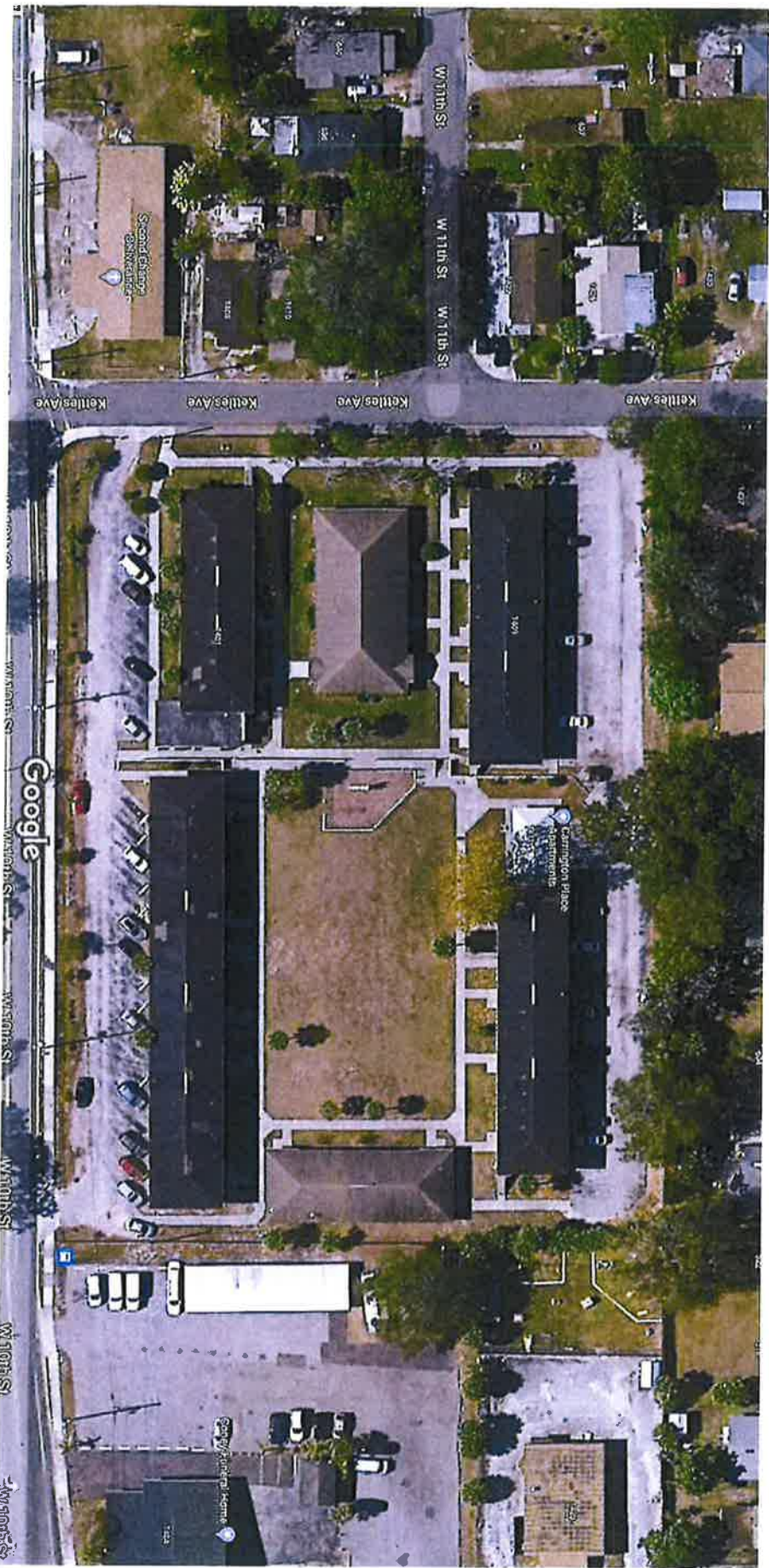
3. The bid award will be made to that fully-qualified, *responsive\**, and *responsible\** bidder(s) whose offer conforms to this Invitation for Bids and is in the best interest of LPHC.  
*\*(as defined by HUD.)*

**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 LPHC shall be final and binding upon all parties.

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**GOOGLE MAPS**  
**DAKOTA PARK APARTMENTS**



Map data ©2021, Map data ©2021 10 m



**DAVIS-BACON PREVAILING WAGE RATES**

**GENERAL DECISION NUMBER: FL20210082, 01/01/2021**

"General Decision Number: FL20210082 01/01/2021

Superseded General Decision Number: FL20200082

State: Florida

Construction Type: Residential

County: Polk County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

ENGI0925-008 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...	\$ 29.61	11.50
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.	\$ 30.61	11.50
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any		

Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.....	\$ 31.61	11.50
Oiler.....	\$ 22.91	11.50

\* IRON0397-003 07/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 30.85	16.47

SUFL2009-121 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Cabinet Installation.....	\$ 11.37	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.14	0.00
ELECTRICIAN.....	\$ 12.66	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60	0.00
LABORER: Common or General.....	\$ 9.85	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00
LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 8.26	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56	0.00
OPERATOR: Bulldozer.....	\$ 12.14	0.00
OPERATOR: Distributor.....	\$ 11.57	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 11.59	0.00
OPERATOR: Roller.....	\$ 11.02	0.00

OPERATOR: Screed.....	\$ 11.08	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PLUMBER.....	\$ 13.22	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 9.50	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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**BID FORM**  
**For REROOFING OF BUILDINGS IN**  
**DAKOTA PARK APARTMENTS COMMUNITY**

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

*To: The Lakeland-Polk Housing Corporation* (hereinafter referred to as the "General Partner")

The Bidder, in compliance with your Invitation for Bids for **Reroofing of Buildings in Dakota Park Apartments Community**, having examined the *Scope of Required Services* and being familiar with all of the conditions surrounding the proposed project, including the availability of labor, proposes to furnish the necessary labor, supervision, equipment, materials, fuel, and supplies to perform the work in accordance with the *Scope of Required Services* and the *Other Conditions* contained in the Invitation for Bids, within the time set forth herein, and at the prices stated below.

The Bidder acknowledges receipt of the following addendums/modifications: \_\_\_\_\_

**OFFERED BID:**

The Bidder offers to provide the reroofing services as requested in Item I, **Scope of Required Services**, of the Invitation for Bids at the following prices.

*Total Price to reroof:*

- *Four 2-story buildings and two 1-story buildings*

\$ \_\_\_\_\_

**Costs of Additional Work--if such work is pre-approved by LPHC.**

*Material Costs:*

Replacement of rotten/deteriorated wood using 1/2" thick plywood:

\$ \_\_\_\_\_ per 32 sq. ft. section.

Replacement of rotten/deteriorated wood using:

- 1" x 4's" at \$ \_\_\_\_\_ per linear foot.
- 1" x 6's" at \$ \_\_\_\_\_ per linear foot.

*Labor Cost:*

For any Additional Work not included in the Item I, **Scope of Required**

**Services** at \$\_\_\_\_\_ per hour.

If awarded this bid, prior to September 27, 2021, the Bidder anticipates that it will begin the contracted work on/before *(date)* \_\_\_\_\_ and complete the contract work on/before *(date)* \_\_\_\_\_ .

With check marks, the Bidder is indicating below that 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 occupational 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 *multi-family* and/or *commercial* projects that received similar services from the Bidder prior to July 2015: \_\_\_\_\_
- 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, I hereby certified that I checked my email after **5:00 p.m.**, Eastern Time, on **September 3, 2021**, to obtain any modifications or updates to this Invitation for Bids.

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

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

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

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

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

\_\_\_\_\_



## **ATTACHED FORMS**

## NON-COLLUSION CERTIFICATION

### REROOFING OF BUILDINGS AT DAKOTA PARK APARTMENTS COMMUNITY

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 Lakeland-Polk Housing Corporation or its affiliate 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**

## **REROOFING OF BUILDINGS AT DAKOTA PARK APARTMENTS COMMUNITY**

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

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).

# Certifications and Representations of Offerors Non-Construction Contract

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

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

**4. Organizational Conflicts of Interest Certification**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

**7. Offeror's Signature**

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

<b>The Housing Authority of the City of Lakeland</b>	<b>SECTION 3 BUSINESS FORM</b>
Company Name:	Employer (IRS) No:
Address:	Type of Business: <input type="checkbox"/> Minority - Owned Business <input type="checkbox"/> Women - Owned Business
<p>THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT:</p> <p align="center"><b>IS A SECTION 3 BUSINESS CONCERN (ATTACHED FOR CERTIFICATION)</b></p> <p><input type="checkbox"/> 51% or more owned by Section 3 residents</p> <p><input type="checkbox"/> 30% of your permanent, full time workforce composed of current Section 3 residents</p> <p><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 area generated because a project or activity undertaken by recipient of HUD financial assistance necessitated the employment of additional personnel through individual hiring or the awarding of contracts for work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low persons in their recruitment and solicitation efforts, but that in fact, extra or great efforts be undertaken to make these persons aware of the existence of economics opportunities, encourage their application for these opportunities, and facilitate the employment of, or award of contracts to these persons.

Section 3 covered assistance means:

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

A Section 3 resident is defined as who 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	<b>Very Low (50%) Income Limits (\$)</b>									
		<b>Explanation</b>	20,600	23,550	26,500	<b>29,400</b>	31,800	34,150	36,500	38,850	
		<b>Extremely Low Income Limits (\$)*</b>									
		<b>Explanation</b>	12,760	17,240	21,720	<b>26,200</b>	30,680	34,150*	36,500*	38,850*	
		<b>Low (80%) Income Limits (\$)</b>									
		<b>Explanation</b>	32,950	37,650	42,350	<b>47,050</b>	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