**INVITATION FOR BID**

**FOR**

**RENOVATION OF FIRE DAMAGED UNIT – 1232 Woodland Ave., Canton 44703**

**STARK METROPOLITAN**

**HOUSING AUTHORITY**

**IFB #02032019-I**

Prepared by:

**Procurement & Contracting Department**

The Stark Metropolitan Housing Authority

400 East Tuscarawas Street

Canton, Ohio 44702

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**INTRODUCTION**

**The Agency**

Stark Metropolitan Housing Authority (SMHA), a political subdivision of the State of Ohio is governed by the Ohio Revised Code and the U.S. Department of Housing and Urban Development (HUD). SMHA is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families. SMHA is headed by an Executive Director and is governed by a five-person Board of Commissioners. SMHA has 2,546 public housing rental units and 15 additional non-public housing units consisting of family sites, high rises, and scattered sites located throughout Stark County.

As a part of our social mission and federal mandate, SMHA is committed to providing eligible residents of Stark County with quality, affordable housing in decent, safe and nourishing neighborhoods. By working in partnership with the public and private sectors SMHA provides families with housing choices and opportunities.

**The Invitation for Bids (IFB)**

The Stark Metropolitan Housing Authority and its affiliated entities are seeking sealed bids from qualified service providers with demonstrated competence and experience to provide all labor and material required to perform **RENOVATION OF FIRE DAMAGED UNIT – 1232 WOODLAND AVE., CANTON 44703.**

The Invitation for Bids can be obtained online at [www.starkmha.org](http://www.starkmha.org); or by contacting the SMHA Procurement & Contracting Department at bids@starkmha.org.

This Invitation for Bids contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive bid. **Prospective Bidders desiring any explanation or interpretation of the solicitation must request it, in writing, by the deadline identified in this IFB (see p. 4 IFB INFORMATION AT A GLANCE).** The request must be addressed to the Procurement & Contracting Department, and sent either via email to bids@starkmha.org or by mail. Any information given to a prospective Bidder about this solicitation will be furnished to all other prospective Bidders as a written amendment to the solicitation.

All responses to the IFB must be enclosed in a sealed envelope and labeled as follows:

**Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Department
400 East Tuscarawas Street
Canton, Ohio 44702**

**IFB# 02032019-I
Due Date and Time: May 10th, 2019, by 2:00 PM (EST)**

Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening. After evaluation of the responses, the Contract will be awarded to the most responsible/responsive Bidder(s) representing the "Best Value" to SMHA. The resulting Contract may be funded through Section 3 covered assistance and as such will be subject to Section 3, 24 CFR Part 135. SMHA and its affiliated entities reserve the right to reject any and all submissions. Notice: Contact with members of SMHA Board of Commissioners, or SMHA officers and employees other than the contact person shown above, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful Bidder(s) could result in disqualification of your bid. In fairness to all prospective Bidder(s) during the IFB process, if SMHA meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no Bidder has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the IFB, or possible personal presentations after written qualifications have been received and evaluated.

**IFB INFORMATION AT A GLANCE**

|  |  |
| --- | --- |
| **SMHA CONTACT PERSON** | Procurement & Contracting Managerbids@starkmha.org |
| **HOW TO OBTAIN THE IFB DOCUMENTS** | 1. Access: [www.starkmha.org](http://www.starkmha.org)2. Email Request to:Procurement & Contracting Departmentbids@starkmha.org3. In Person at: 400 E. Tuscarawas St.Canton. OH 44702 ($75.00 print fee) |
| **HOW TO FULLY RESPOND TO THIS IFB** | Submit 1 unbound original (“hard copy”) **and** 1 electronic copy (CD) of your bid to SMHA Procurement & Contracting Department in the format as described under Section 5.0, Bid Format. Use the submittal checklist (Form of Bid- Attachment B) on page 28. |
| **DATE ISSUED** | **April 22, 2019** |
| **Pre-Bid Meeting & Site Visit** | **May 1st, 2019 at 10:00 AM (EST)****400 E. Tuscarawas St. Canton, OH 44702RSVP’s are requested for space reservation** |
| **Q&A DEADLINE** | **May 3rd, 2019 , by 2:00 PM (EST)** |
| **BONDING REQUIREMENTS** | **Bid Bond:** 5% of the Bid Price (included with the Bid Submittal)**Payment & Performance Bond:** 100% of the contract price, upon contract execution.  |
| **BID SUBMITTAL RETURN & DEADLINE** | **May 10th, 2019 by 2:00 PM (EST)****SMHA Procurement & Contracting Department****400 E. Tuscarawas St. Canton, OH 44702** |
| **ANTICIPATED AWARD DATE** | **May 2019** |

**INVITATION FOR BIDS**

**1.0 GENERAL INFORMATION:**

**1.1 Statement of Purpose:** The Stark Metropolitan Housing Authority and its affiliated entities (SMHA) are seeking sealed bids from qualified, licensed Contractors with demonstrated competence and experience to provide all labor and materials for **Renovation of Fire Damaged Unit, 1232 Woodland Ave., Canton 44703.**

 **1.2** Prospective Bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid to SMHA is not a right by which to be awarded a contract, but merely is an offer by the prospective Bidder to perform the requirements of the IFB documents in the event SMHA decides to consider to award a contract to that Bidder.

 **1.3 Bidder’s Responsibilities- Contact with SMHA:** It is the responsibility of the Bidder to address all communication and correspondences pertaining to this IFB process to SMHA contact person listed herein only. Bidders must not make inquiry or communicate with any other SMHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for SMHA to not consider a bid submittal received from any Bidder who has not followed this directive during the IFB solicitation process. The SMHA will not conduct any ex parte conversations which may give one perspective Bidder and advantage over other prospective Bidders.

 **1.4** **Type of Contract resulting from this IFB:** Firm Fixed-Price Contract.

**2.0 SMHA’S RESERVATION OF RIGHTS:**

 **2.1** SMHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by SMHA to be in its best interest.

 **2.2** SMHA reserves the right not to award a contract pursuant to this IFB.

 **2.3** SMHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 14 days written notice to the successful Bidder(s).

 **2.4** SMHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.

 **2.5** SMHA reserve the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without written consent from SMHA.

 **2.6** SMHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids that offering alternate or non-requested services.

 **2.7** SMHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

 **2.8** SMHA reserves the right to, at any time during the IFB or contract process, prohibit any further participation by a Bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform SMHA in writing within five (5) days of the discovery of any item that is issued thereafter by SMHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SMHA, but not prospective Bidders, of any responsibility pertaining to such issue.

 **2.9** SMHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA’s website ([www.starkmha.org](http://www.starkmha.org)) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.

 **2.10** In the case of rejection of all bids, SMHA reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgement of SMHA, the best interest of SMHA will be promoted.

 **2.11** SMHA reserves the right to, without liability; cancel the award of any bid(s) at any time before execution of the contract documents by all parties.

 **2.12** SMHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to SMHA, if:

 **2.12.1** Funding is not available

 **2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or

 **2.12.3** SMHA’s requirements in good faith change after award of the contract, documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA’s website ([www.starkmha.org](http://www.starkmha.org)) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.

 **2.13** SMHA reserves the right to make an award to more than one proposer, if in the judgement of SMHA, the best interest of SMHA will be promoted.

 **2.14** SMHA reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by SMHA within two (2) days or written request.

 **2.15** SMHA reserves the right to amend the contract any time prior to contract execution.

 **2.16** SMHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.

 **2.17** SMHA reserves the right to contact any individuals, entities, or organizations that have had business relationships with the proposer regardless of their inclusion in the reference section of the proposal submitted.

 **2.18** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, SMHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim service and/or cover the difference of a higher cost (difference between terminated Contractor’s rate and the new company’s rate) beginning the date of Contractor’s termination through the contract expiration date.

 **2.19** SMHA reserves the right to award all, part, or none of the materials and/or services specified in this IFB as determined to be in the best interest of SMHA.

 **2.20** SMHA reserves the right, according to 24 CFR Part 135 Appendix III, to utilize Section 3 Preferences (as detailed in **Attachment H**) when making an award under this IFB.

**3.0 GENERAL CONDITIONS:**

**3.1** The Contractor(s) shall provide labor and materials for **Renovation of Fire Damaged Unit, 1232 Woodland Ave, Canton 44703.**

**3.2 Regulatory:** Contractor(s) shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB. This would include any Americans with Disabilities Act (ADA) and Uniform Federal Accessibility Standard (UFAS) standards.

 **3.3 Misclassification of Employees as Independent Contractors:** Per the United States Department of Labor Requirements, as detailed in *Administrator’s Interpretation No. 2015-1,* when using Federal Funds, it is necessary to assure all employees are classified correctly and paid accordingly. Misclassification creates an unfair advantage in favor or those employers who are not properly classifying their workers and results in lower tax revenue for the government. To ensure correct classifications, wages and tax revenues are paid and reported any documentation submitted to SMHA indicating or suspected to indicate an Independent Contractor or Contractor using an IRS1099 Form shall be further investigated by SMHA. It shall be the burden of the Contractor to provide any documentation requested by SMHA. For more information on the Misclassification of Employees as Independent Contractors please visit: [www.dol.gov/whd/workers/misclassification/](http://www.dol.gov/whd/workers/misclassification/).

 **3.4 Licensing:** Contractor(s) shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.

 **3.5 Bid Prices:** Bidders are advised that the Fees shall be all inclusive and fully burdened to accomplish the work as specified in this IFB and any resulting contract.

 **3.6 Contractor(s) will be required to prepare and submit monthly reports on Section 3.** Contractor(s) shall utilize Section 3 residents and businesses as defined to perform the requirements under this bid to the greatest extent feasible and shall document such efforts monthly (when applicable).

 **3.7 Contractor(s) shall provide at Contractor’s own expense all equipment, labor, materials, supplies, and tools to perform all the services required under this IFB and any resulting contract.**

 **3.8 Contractor(s) shall perform criminal history checks and drug screening tests on all employees performing work under this IFB and any resulting contract and if requested provide summaries of the results to SMHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Contractor(s) is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor(s).**

**3.8.1 BEGINNING APRIL 1, 2018 ALL SMHA PROPERTIES WILL BE SMOKE FREE. CONTRACTOR(S) ARE RESPONSIBLE FOR AUSSURING THEIR EMPLOYEES ABIDE BY THIS.**

 **3.9 Liquidated Damages:** For each day that performance under a contract resulting from this IFB is delayed beyond the time specified for completion, the successful Bidder(s) shall be liable for liquidated damages in the amount of $100.00 per day. However, the timeframe for performance may be adjusted at SMHA’s discretion in writing and received by the successful Bidder(s) prior to default under any resulting contract.

 **3.10** If any employee of the Contractor(s) is deemed unacceptable by SMHA, Contractor(s) shall immediately replace such personnel with a substitute acceptable to SMHA.

 **3.11** Contractor(s) shall provide uniforms and ID badges for all employees working on SMHA’s properties. No employee will be allowed on SMHA’s properties out of uniform and without an ID badge.

**4.0 CONDITIONS TO BID:**

 **4.1 Pre-Qualification of Bidders:** Prospective Bidders will not be required to pre-qualify in order to submit a bid. However, all Bidders will be required to submit adequate information showing the Bidder is qualified to perform the required work (i.e. Vendor Registration Form [**Attachment M**]). Failure by the prospective Bidder to provide the requested information may, at SMHA’s discretion, eliminate that Bidder from consideration, provided that all Bidders were required to submit the same information.

 **4.2 IFB Forms, Documents, Specifications, and Drawings**

 **4.2.1** Prior to submitting a bid in response to this IFB, it shall be each prospective Bidder’s responsibility to examine carefully and, as may be required, properly completed all documents issued pursuant to this IFB.

 **4.2.2** Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

 **4.2.3** Catalogs, brand names or manufacturer’s references are provided for descriptive purposes only and indicates the type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than references, bid submittal shall show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of products offered must be included in the bid submittal. Failure to take exception to specifications will require Contractor(s) to furnish specified brand names, numbers, etc.

 **4.3 Submission and Receipts by SMHA:**

 **4.3.1 Time for Receiving Bids:** Bids received prior to the bid submittal deadline shall be securely kept, unopened, by SMHA. The Procurement & Contracting Manager. Whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered.

 **4.3.1.1** Bidders are cautioned that any bid submittal that is time stamped as being received by SMHA after the exact time set as the deadline for receiving of bids shall not be considered. Any such bids inadvertently opened shall be ruled to be invalid. No responsibility will attach to SMHA or any official or employee thereof, for the pre-opening of, or failure to open a bid not properly addressed and identified.

 **4.3.1.2** A total of one (1) original unbound signature copy (“hard copy”) **and** one (1) electronic (CD) copy **shall** be placed unfolded in a sealed package with the Bidder’s name and return address and addressed as follows:

**Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Department
400 East Tuscarawas Street
Canton, Ohio 44702**

**IFB# 02032019-I
Due Date and Time: May 10TH, 2019, by 2:00 PM (EST)**

 **4.3.2 Withdrawal of Bids:** Bids may be withdrawn as detailed within Form HUD-5369, *Late Submissions, Modifications and Withdrawal of Bids.*  Negligence on the part of the Bidder preparing his/her bid confers no right of withdrawal or modification of his./her bid after such bid has been received and opened.

  **4.3.2.1 Procedure to withdraw Bid submittal:** A request for withdrawal of a bid due to a purported error need not be considered by SMHA unless filed in writing by the Bidder within 48 hours after the bid deadline. Any such request shall contain a full explanation of purported error and shall, if requested by SMA, be supported by the original calculations on which the bid was computed, a certification and notarization thereon that such computation is the original and was prepared by the Bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as SMHA retains the right to accept or reject any proposed withdrawal for a mistake.

 **4.4 Exceptions to Specifications:**

 **4.4.1** A prospective Bidder may take exception to any of the bid documents or any part of the information contained therein, by submitting, in writing to SMHA, at least seven (7) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must be included. SMHA reserves the right to agree with prospective Bidder and issue a revision to the applicable requirements, or may reject the prospective Bidder’s request.

 **4.4.2** When taking exception, prospective Bidders must propose services that meet the requirements of the IFB documents. Exceptions to the specifications and/or approved “equal” requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by SMHA officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

**5.0 BID FORMAT:**

 **5.1 THE BID (TAB 1 TO TAB 13) SHALL BE SUBMITTED IN ONE (1) SEALED ENVELOPE. SUBMIT ONE (1) UNBOUND ORIGINAL (“HARD COPY”) AND ONE (1) ELECTRONIC COPY (CD) OF YOUR BID.** Bid sealed envelopes must be addressed as detailed in 4.3.1.2 and include the Bidder’s Company name in the upper left corner. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid, and may, at the discretion of SMHA, eliminate that Bidder from consideration or award.

 **5.2 Required Forms:** All required forms furnished by SMHA as a part of this IFB shall, as instructed, be fully completed and submitted by the Bidder. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the Bidder must “edit” the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

 **5.3 Tabbed Bid Submittal:** SMHA intends to retain the successful Bidder pursuant to a “Best Value” basis, not a “Low Bid” basis. Therefore, so that SMHA can properly evaluate the bids received, **all bids submitted in response to this IFB shall be formatted in accordance with the sequence noted below (Tab 1 to Tab 13). Do not omit any tabs, if the information requested does not apply please put “Not Applicable” under the accompanying tab in the submittal. FAILTURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITAL FROM CONSIDERATION FOR AWARD.**

 **Each category shall be separated by numbered index dividers** and the number on the index divider must extend so that each tab can be located without opening the bid and labeled with the corresponding tab reference noted below. None of the proposed services may conflict with a requirement SMHA has published herein or has issued by addendum.

 **5.3.1 TAB 1 FORM OF BID:** This Form is attached hereto as **Attachment B** to this IFB document. This one-page Form shall be fully completed, executed where provided, and submitted under this tab as part of the bid submittal.

 **5.3.2 TAB 2 BID FEE SHEET:** This Form is attached hereto as **Attachment C** to this IFB document. This Form shall be fully completed, including acknowledgement of addendum/HUD Forms/Section 3 Preference, and submitted under this tab as a part of the bid submittal.

 **5.3.3 TAB 3 BID BOND**: For construction contracts exceeding $25,000.00 Bidders shall be required to submit a bid guarantee equivalent to 5% of the bid price. SMHA’s Bid Bond Form (**Attachment D**) shall be fully completed, executed where provided there on and submitted under this tab as a part of the bid submittal.

 **5.3.4 TAB 4 BIDDER’S CERTIFICATION FORM:** This Form is attached hereto as **Attachment E** to this IFB document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.

 **5.3.5 TAB 5 SECTION 3 DOCUMENTATION:**

 **5.3.5.1 Section 3 Clause:** All Bidders are required to review and fully execute the Section 3 Clause **(Attachment F)**.

 **5.3.5.2 Section 3 Business Self-Certification (Optional):** This Form attached hereto as **Attachment G** is optional and only should be filled out by those businesses wanting to register as a Section 3 Business. Additional documentation may be requested by SMHA to verify information submitted on the Section 3 Business Self-Certification Form.

 **5.3.5.3 Priorities & Preference for Section 3 Business Concerns in Contracting Opportunities (Reference):** This Document is attached hereto as **Attachment H** and details the different types of Section 3 priorities Bidders may claim and explains how award may be made based on Section preference. Claiming a Section 3 priority is optional. This Document does not need to be included with the bid submittal as it is for reference only. Bidders shall also indicate on the Bid Fee Sheet (**Attachment C**) which Section 3 priority they are claiming.

 **5.3.6 TAB 6 SMALL BUSINESS (SWMBE) UTILIZATION PLAN:** This Form is attached hereto as **Attachment I** to this IFB document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the bid submittal. The Bidder shall include hereunder a plan to assist SMHA in its goal to establish participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in SMHA prime contracts and subcontracting opportunities. Contractors must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. If compliance cannot be obtained, the Bidder is required to provide written documentation with the bid as to why he/she could not obtain such participation**. If the Bidder’s company is one of the aforementioned business types, that should be listed on the Form.**

 **5.3.7 TAB 7 LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION:** This Form is attached hereto as **Attachment J** to this IFB document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the bid submittal. The Bidder must submit under this tab a concise description of past performance, experience and client information in performing similar contract work substantially similar to that required by this solicitation. The Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder has performed similar or like services to those being proposed herein.

 **5.3.8 TAB 8 LIST OF SUB-CONTRACTORS/JOINT VENTURE INFORMATION:** The Bidder shall identify, on the Form attached hereto as **Attachment K** to this IFB document, whether or not he/she intends to use any sub-contractors for this job, if awarded, and/or if the bid is a joint venture with another firm. A Contractor Profile Form (**Attachment L**) shall be provided for each sub-contractor and/or joint venture firm. **Attachment M** and any accompanying sub-contractor/joint venture Contractor Profile Forms shall be completed and submitted under this tab as part of the bid submittal.

 **5.3.9 TAB 9 COPY OF BUSINESS LICENSE:** The Bidder shall submit a copy of their current business license. At a minimum, this shall include documentation demonstrating eligibility to do business within the State of Ohio (i.e. Articles of Incorporation). Any additional licenses can also be provided under this tab (i.e. local business license, etc.)

 **5.3.10 TAB 10 COPY OF INSURANCE CERTIFICATE:** The Bidder shall submit a copy of their insurance certificate. If a Bidder receives an award and unless otherwise waived in the IFB documents, Contractor will be required to provide an original Certificate of Insurance confirming the minimum requirements of SMHA within 10 days of contract signature. The Insurance Certificate shall name SMHA as an additional insured.

 **5.3.11 TAB 11 COPY OF WORKMAN’S COMPENSATION CERTIFICATE:** The Bidder shall submit a copy of their Workman’s Compensation Certificate.

 **5.3.12 TAB 12 CONTRACTOR PROFILE FORM:** This Form is attached hereto as **Attachment L** to this IFB document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.

 **5.3.13 TAB 13 VENDOR REGISTRATION FORMS & W-9:** The Vendor Registration Forms are attached hereto as **Attachment M** to this IFB document. This Form must be fully completed, executed where provided, and submitted under this tab as a part of the bid

**6.0 BID OPENING:**

 **6.1** It is understood by all Bidders/prospective Bidders that the bids are publically opened and the results will be a matter of public record.

 **6.2.1** All bid documents submitted by the Bidders are generally a matter of public record unless information is deemed to be proprietary.

 **6.2** **Mistake in the Bid Submitted:** Unless otherwise prohibited within the IFB documents, a mistake in the unit cost pricing that does not affect the total cost sum submitted, may, at SMHA’s discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to SMHA, for his/her review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any Bidder an advantage over another.

 **6.3 Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at SMHA’s discretion, be a reason for rejection:

 **6.3.1** If the forms furnished by SMHA are not used or are altered or if the proposed costs are not submitted as required and where provided.

 **6.3.2** If all requested completed attachments do not accompany the bid submittal.

 **6.3.3** If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder a competitive advantage over other Bidders.

 **6.3.4** If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into contract pursuant to an award.

 **6.3.5** If the individual cost bid items submitted by a specific Bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from SMHA’s cost estimate for that item.

 **6.4 Disqualification of Bidders:** Any one or more of the following shall be considered as sufficient for disqualification of a prospective Bidder and the rejection of his/her bid:

 **6.4.1** Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Bidders for any future work with SMHA until such participant shall have been reinstated as a qualified Bidder or Bidders. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

 **6.4.2** More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).

 **6.4.3** Lack of competency, lack of experience and/or lack of adequate machinery, plan and/or other resources.

 **6.4.4** Unsatisfactory performance record as shown by the past work for SMHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

 **6.4.5** Incomplete work, which in the judgement of SMHA, might hinder or prevent prompt completion of additional work, if awarded.

 **6.4.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

 **6.4.7** Failure to comply with any qualification requirements of SMHA.

 **6.4.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by SMHA) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.

 **6.4.9** As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or State of Ohio and/or to be insured by a commercial general liability policy and/or workman’s compensation policy and/or business automobile liability policy, if applicable.

 **6.4.10** Any reason to be determined in good faith, to be in the best interest of SMHA.

 **6.5 Award of Bid(s):** The successful Bidder(s) shall be determined by the top-rated responsive and responsible Bidder as determined by “Best Value”, provided his/her bid is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of SMHA, in the best interest of SMHA to accept the bid. SMHA reserves the right to award to multiple contractors if it is determined to be in the best interest of SMHA. SMHA reserves the right to conduct business with other companies during any contract resulting from this IFB for materials/services detailed herein, if it is determined to be in the best interest of SMHA. SMHA reserves the right, according to 24 CFR Part 135 Appendix III, to utilize Section 3 Preferences (as detailed in **Attachment H**) when making an award under this IFB.

**7.0 INSURANCE:**

 **7.1** If a Bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to SMHA within 10 days of contract signature:

|  |  |
| --- | --- |
| Professional Liability | Required Limits |
| SMHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SMHA such as appraisers, inspectors, attorneys, engineers or consultants. | $ 1,000,000.00 |
| Business Automobile Liability | Required Limits |
| SMHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SMHA properties. | $500,000.00combined Single limit, peroccurrence |
| Workers' Compensation and Employer's Liability | Required Limits |
| Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is $500,000.Workers' Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of SAHD must be included in the Workers' Compensation policy.SMHA and its affiliates must be a Certificate Holder. | Statutory$500,000.00 |
| Commercial General Liability | Required Limits |
| **This is required for any vendor who will be doing hands on work at SMHA properties.**SMHA and its affiliates must be named as an Additional Insured and as the Certificate Holder. | $1,000,000.00 peraccident$2,000,000aggregate |

**8.0 RIGHT TO PROTEST:**

 **8.1 Rights:** Any prospective or actual Bidder, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures.

 **8.1.1 Definition:** An alleged aggrieved “protestant” is a prospective Bidder or Bidders who feels that he/she has been treated inequitably by SMHA and wishes SMHA to correct the alleged inequitable condition or situation.

 **8.1.2 Eligibility:** To be eligible to file a protest with SMHA pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective Bidder (i.e. recipient of the IFB documents) when the alleged situation occurred. SMHA has no obligation to consider a protest filed by a party that does not meet these criteria.

 **8.1.3 Procedure:** Any actual or prospective Bidder may protest the solicitation or award of a contract for material violation of SMHA’s Procurement Policy. Any protest against a SMHA solicitation must be received before the due date for receipt of bids and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

 All protests must be in writing and submitted to the Procurement & Contracting Manager for a written decision. The Procurement & Contracting Manager shall issue a written decision and findings to the Contractor within thirty (30) days from the receipt of the written protest. This decision is then appealable to the Board of Commissioners within thirty (30) days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

**APPEAL OF IFB NO. 02032019-I
Stark Metropolitan Housing Authority
Attn: Procurement & Contract Specialist
400 East Tuscarawas Street
Canton, Ohio 44702**

**9.0 DISPUTES UNDER THE CONTRACT:**

 **9.1 Procedures:** In the event that any matter, claim, or dispute arises between the parties, whether or not related to this IFB or any resulting contract, both parties shall be subject to non-binding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good- faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after the selection of the arbitrator.

**10.0 ADDITIONAL CONSIDERATIONS:**

 **10.1 Required Permits and Licenses:** Unless otherwise stated in the IFB documents, all Federal, State or Local permits and licenses which may be required to provide the services ensuing from any award of this IFB, whether or not they are known to either SMHA or the Bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful Bidder(s) and all offers submitted by the Bidder shall reflect all costs required by the successful Bidder(s) to procure and provide such necessary permits or licenses.

 **10.2 Taxes:** SMHA, a governmental entity, is exempt from Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

 **10.3 Governmental Standards:** It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all Local, State and Federal laws concerning safety (OSHA) and environmental control (EPA and Stark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder(s) for time or monies lost due to violations of any such ordinance, code, law or regulation that may occur.

 **10.4 Delivery:** All costs submitted by the successful Bidder(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as Free on Board (FOB) Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.

 **10.4.1** The successful Bidder(s) agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes and event of default by the successful Bidder. Upon default, the successful Bidder(s) agrees that SMHA may, at its option, rescind the finalized contract under the termination clause herein and seek liquidated damages as provided by law.

 **10.5 Work on SMHA Property:** If the successful Bidder’s work under the contract involves operations on SMHA premises, the successful Bidder(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SMHA.

 **10.6 Estimate Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SMHA does not guarantee any minimum purchase quantity.

 **10.7 Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty including labor and installation plus a minimum of a one (1) year warranty from the Contractor for labor, materials and installation except as specified otherwise herein. This period will begin on the date of “FINAL” acceptance by SMHA. This does not overrule the product guarantees.

 **10.7.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

 **10.7.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

 **10.7.3 Assignment of Warranty:** Contractor(s) shall assign any warranties and guarantees to SMHA and provide the Contractor’s Warranty for Labor and Installation to SMHA along with all Manufacturers’ Warranty documents.

 **10.8 Official, Agent and Employees of SMHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of SMHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

 **10.9 Subcontractors:** Unless otherwise stated within the IFB documents, the successful Bidder(s) may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract **without the prior written permission of SMHA**. Also, any substitution of subcontractors must be approved in writing by SMHA prior to their engagement.

 **10.9.1** “Prime” Contractor(s) shall provide completed Contractor Profile Forms **(Attachment L)**, for all subcontractors being proposed to work under this IFB or any resulting contract. SMHA must review and approve, in writing, the use of all subcontractors.

 **10.9.2** All requirements for the “Prime” Contractor(s) shall also apply to any and all subcontractors. Regardless of subcontracting, the Prime Contractor(s) remain liable to SMHA for the performance under this IFB or any resulting contract.

 **10.9.3** “Prime” Contractors will be required to submit copies of their contracts with any approved subcontractors to SMHA.

 **10.10 Salaries and Expenses Relating to the Successful Bidder’s Employees:** Unless otherwise stated within the IFB documents, the successful Bidder(s) shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder(s) further agrees to comply with all Federal, State and Local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

 **10.11 Independent Contractor:** Unless otherwise stated within the IFB documents or in the contract, the successful Bidder(s) is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

 **10.12 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

 **10.13 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such terms or conditions for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

 **10.14 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and SMHA may pursue compensatory and/or liquidated damages under the contract.

 **10.15 Limitation of Liability:** In no event shall SMHA be liable to the successful Bidder(s) for an indirect, incidental, consequential or exemplary damages.

 **10.16 Indemnity:** The Contractor shall indemnify and hold harmless SMHA and its officers, agents, representatives and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for or on account of any bodily injury or death of an employee of the Contractor(s), its agents or its subcontractors of any tier received or sustained by any persons or property growing out of, occurring or attributable to any work performed under or related to this agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor(s), an subcontractors, or an employee, agent or representative of the Contractor(s) or any subcontractors, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SMHA. CONTRACTOR(S) ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS OF THIS AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF SMHA.**

Contractor(s) shall indemnify and hold harmless SMHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor(s),* its employees, subcontractors, suppliers, manufacturers or other persons or entities for whose acts Contractor(s) may be liable.

 **10.17 Public/Contracting Statutes:** SMHA is a governmental entity as that term is defined in the procurement statutes. SMHA and this IFB and all resulting contracts are subject to Federal, State and Local laws, rules, regulations and policies relating to procurement.

 **10.18 Termination:** Any contract resulting from this IFB may be terminated under the following conditions:

 **10.18.1** By mutual consent if both parties, and

 **10.18.2 Termination for Cause:** As detailed within the attached/referenced HUD Forms.

 **10.18.2.1** SMHA may terminate any and all contracts for default at any time in whole or in part, if the Contractor(s) fails to perform any of the provisions of any contract, fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from SMHA, fails to correct such failures within seven (7) days or such other period as SMHA may authorize or require.

 **10.18.2.1.1** Upon receipt of a notice of termination issued from SMHA, the Contractor(s) shall immediately cease all activities under any contract resulting from this IFB unless expressly directed otherwise by SMHA in the Notice of Termination.

 **10.18.2.1.2** SMHA may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

 **10.18.3 Termination for Convenience:** SMHA may terminate for convenience on a unilateral basis when the product or services is no longer needed or when it is in the best interest of SMHA.

 **10.18.4** The rights and remedies of SMHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

 **10.18.5** In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, SMHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor(s) shall transfer title and deliver to SMH any partially completed work products, deliverables, soured and object code, or document that the Contractor(s) has produced or acquired in the performance of any resulting contract.

 **10.19 Examination and Retention of Contractor’s Records:** SMHA, HUD, Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under all contracts executed as a result of this IFB, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts or transcriptions.

 **10.20 Invoicing (if applicable):** Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her bid.

 **10.20.1** Invoices must contain a complete description of the work or service that was performed, the contract price for service, the purchase order number, contract number (if applicable), and date of service and address of service location or delivery address.

  **10.20.2** Contractor(s) must submit a separate invoice for each purchase order issued by SMHA unless prior approval is obtained from SMHA. **Contractor(s) must submit invoice within thirty (30) days after delivery of goods and/or services. If Contractor(s) fails to invoice within thirty (30) days after delivery of goods and/or services, SMHA reserves the right to not pay the invoice.**

 **10.20.3** If applicable, SMHA may make progress payments approximately every thirty (30) days as the work proceeds if work meets owner’s standards, as approved by the SMHA staff. SMHA may, subject to written determination and approval of the Procurement & Contracting Manager, make more frequent payments to Contractor(s) which are qualified small business in accordance with HUD documents.

 **10.20.4** If offered by Contractor(s), SMHA seeks a discount for early payment. SMHA shall only take such a discount if earned.

 **10.20.5** Unless utilizing a progress payment schedule invoices/requests for payments shall be sent to the following address:

**Stark Metropolitan Housing Authority
Attn: Finance
400 East Tuscarawas Street
Canton, Ohio 44702**

 **10.21 Inter-local Participation:**

 **10.21.1** SMHA may from time to time enter into inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance SMHA’s purchasing power. At SMHA’s sole discretion and option, SMHA may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor’s acceptance.

 **10.21.2** In no event shall SMHA be considered a dealer, remarketer, agent or other representative of Contractor(s) or Entity. Further, SMHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

 **10.21.3** Purchase orders shall be submitted to Contractor(s) by the individual entity.

 **10.21.4** SMHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than SMHA.

 **10.22 Right to Data and Patent Rights:** In addition to ownership and use rights SMHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor(s) or sub-contractor(s) pursuant to the terms of any resulting contracting, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

 **10.23 Lobbying Certification:** By proposing to do business with SMHA or by doing business with SMHA, each Bidder certifies the following:

 **10.23.1** No Federally appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

 **10.23.2** If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form “Disclosure Form to Report Lobbying” in accordance with its instructions.

 **10.23.3** The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

 **10.24 Applicable Statutes, Regulations & Orders:** Contractor(s) shall comply with all statutes, rules, regulations executive orders affecting procurements by Housing Authorities including but not limited to:

 **10.24.1** Executive Order 11246

 **10.24.2** Executive Order 11061

 **10.24.3** Copeland “Anti-Kickback” Act (18 USC 874)

 **10.24.4** Davis Bacon Act (40 USC 276a-276a-7)

 **10.24.5** Contract Work Hours & Safety Standards Act (40 USC 327-330)

 **10.24.6** Clean Air & Water Act (42 USC 1857(h); 33 USC 1368)

 **10.24.7** Energy Policy & Conservation Act (PL 94-163. 89 STAT 871)

 **10.24.8** Civil Rights Act of 1964, Title VI (PL 88-352)

 **10.24.9** Civil Rights Act of 1968, Title VII (PL 90-284 Fair Housing Act)

 **10.24.10** Age Discrimination Act of 1975

 **10.24.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)

 **10.24.12** HUD Information Bulletin 909-23

 **10.24.13** Immigration Reform & Control Act of 1986

 **10.24.14** Fair Labor Standards Act (29 USC 201 et. Seq.)

 **10.25 Additional Information:** Each provision of law and each clause, which is required by law to be inserted in this IFB or any contract, shall be deemed to have been inserted herein, and this IFB and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The aforementioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessarily applicable nor is an omission of such statute, regulation or executive order intended to indication that it is not applicable.

 **10.26 Conflicting Conditions:** In the event there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached/referenced HUD forms and the terms/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor’s Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

 **10.27 Contract Form:** SMHA will not execute a contract on the successful Bidder’s form. Contracts will only be executed on SMHA’s form. By submitting a bid, the successful Bidder agrees to this condition. However, SMHA will consider any contract clauses that the Bidder wishes to include therein, but the failure of SMHA to include such clauses does not give the successful Bidder the right to refuse to execute SMHA’s contract form. It is the responsibility of each prospective Bidder to notify SMHA, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final execute contract. SMHA will consider such clauses and determine whether or not to amend the contract.

**10.28 Contract:** Once contract is issued to successful bidder it needs to be signed and returned to SMHA within 2 business days. If not SMHA reserves the right to move to the next bidder in line.

 **10.29 Force Majeure:** Neither SMHA nor Contractor(s) shall be held responsible for delays nor default caused by fire, flood, riots, acts of God or war where such cause was beyond, respectively, SMHA or Contractor’s reasonable control. Contractor(s) shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.

 **10.30 Most Favored Customer:** The Contractor(s) agrees that if during the term of any resulting contract, the Contractor(s) enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting contract at SMHA’s option, will be amended to afford equivalent advantage to SMHA.

 **10.31 Lapse in Insurance Coverage:** In the event Contractor(s) fails to maintain insurance as required by a resulting contract, the Contractor(s) shall immediately cure such lapse in insurance coverage at the Contractor’s expense, and pay SMHA in full for all costs and expenses incurred by SMHA under this contract as a result of the Contractor’s failure to maintain insurance as required, including costs and reasonable attorney’s fees relating to SMHA’s attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars ($1,500.00), shall be automatically deducted from monies or payments owed to Contractor(s). Moreover, SMHA shall retain from monies or payments owe to Contractor(s) by SMHA five percent (5%) of the value of the contract and place this retainage into an account to cover SMHA’s potential exposure to liability during the period of such lapse. This retainage shall be held by SMHA until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against SMHA for any matter that should have been covered by the required insurance

**11.0 WAGE RATE DETERIMATION**

 **11.1 Davis-Bacon Prevailing Wage Rates:** For all applicable projects costing $2,000.00 or more, SMHA must ensure that Contractor(s) does not pay its employees that perform such work for SMHA at a rate less than the Davis-Bacon Act wage rates listed on Wage Determinations OnLine.gov (see below). Additionally, Contractor(s) is required to pay employees weekly and submit weekly certified payroll reports to SMHA (see below). Therefore, by submitting a bid, each Bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within the following table below or with less frequency than detailed herein. The Contractor(s) will be required to submit certified payrolls; and must make its payroll records available to either SMHA or HUD on request, and failure on the part of the Contractor(s) to comply with this requirement will be the sole responsibility of the Contractor(s), including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor’s failure to comply.

 **11.1.1 Wage Decision Website Link:** <http://www.wdol.gov/dba.aspx>

 **11.1.2 Wage Decision:** Building

**11.1.2.1 Applicability-** Residential – (consisting of single family homes and apartments up to and including 4 stories).

**11.1.2.2 General Decision Number:** OH190015 01/04/2019 OH15

 **11.1.2.3 Counties Covered:** Carrol and Stark Counties in Ohio.

 **11.1.2.5 Wage Rates:** See **Attachment O** for applicable wage decision. This is a courtesy copy and is subject to change. The official wage decision for the project will be ‘locked in’ on the day of the bid opening. The wage decision pulled the day of the bid opening will be applicable for the life of the project UNLESS more than 90 days pass between bid opening and contract signing, at which point an updated wage decision for the project will be pulled. If this occurs, the wage decision pulled at contract signing will be applicable for the life of the project.

 **11.2.3 Employee Rights Poster:** Upon execution and official Notice to Proceed issued by SMHA, the “Employee Rights” poster **(Attachment P)** shall be posted at the job site visible to all Contractor(s) employees during the entire length of the project.

 **11.2.4 Certified Payroll Reports:** Certified payroll reports shall be submitted weekly to SMHA for projects subject to Davis-Bacon. The Form included herein as **Attachment Q** shall be used. Contractor(s) is permitted to use their own certified payroll report if, and only if, **the form contains ALL OF THE EXACT information detailed on the form provided by SMHA.** Payrolls submitted to SMHA shall be originals, fully completed and executed in blue ink. Weekly certified payroll reports shall also be completed by all sub-contractors. It is the responsibility of the primary Contractor(s) to collect, review and send the original certified payroll reports for all subcontractors to SMHA.

**12.0 BONDING REQUIREMENTS**

 **12.1 Bid Bond:** The Bid Bond shall be for five percent (5%) of the bid sum plus all “add” alternates (if applicable). The Bid Bond shall be secured by a surety company authorized to do business in the state of Ohio and on the U.S. Treasury Circular Number 570. SMHA will also accept a Certified or Cashier’s Check for five percent (5%) of the bid sum. The bid security, whether in the form of a Bid Bond, Certified Check or Cashier’s Check, must be submitted with the bid. The Bid Bond shall be submitted on SMHA’s Form (**Attachment D**).

 **12.1.1** Successful Bidder(s): Successful Bidder(s)’ security will be retained until he/she has signed the contract and furnished the required Payment & Performance Bond.

 **12.1.2** Unsuccessful Bidders: Unsuccessful Bidders security will be returned upon contract execution with the successful Bidder(s).

 **12.2 Payment & Performance Bond:** The Payment & Performance Bond shall be for one hundred percent (100%) of the contract price and extend through one year guarantee period. The Payment & Performance Bond shall be secured by a surety company authorized to do business in the state of Ohio and on the U.S. Treasury Circular Number 570. The Housing Authority will also accept Separate Payment & Performance Bonds (each for one hundred percent (100%) or more of the contract price), a twenty percent (20%) Cash Escrow, or a twenty five percent (25%) irrevocable letter of credit. The bid security, whether in the form of a Payment & Performance Bond for one hundred percent (100%) of the contract price, Separate Payment & Performance  Bonds (each for one hundred percent (100%) or more of the contract price), a twenty percent (20%) Cash Escrow, or a twenty-five percent (25%) Irrevocable Letter of Credit, must be submitted at the time of contract award.

**Attachment A**

Scope of Work/Technical Specifications

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**A1.0** SMHA is seeking sealed bids from qualified, licensed, Contractors with demonstrated competence and experience to provide all labor and material required to perform **the Renovation of Fire Damaged Unit, 1232 Woodland Ave, Canton 44703.**

**DETAILED SPECIFICATIONS ON FOLLOWING PAGES**

*PLEASE NOTE: If applicable, SMHA is providing any aforementioned brand names as a sample only so that Bidders have a better understanding as to the minimum product standards that SMHA desires. As required by HUD regulation, propose an “equal” or “same as” product, as long as such product is substantially equivalent to the products identified above. Also, all specifications are subject to normal manufacturing tolerances.*

**Attachment B**

Form of Bid

**FORM OF BID**

**B1.0 Submittal Checklist:**

 **B1.1. Instructions: THIS FORM IS MANDATORY AND SHALL BE FULLY COMPLETED AND SUBMITTED UNDER TAB 1 OF THE BID SUBMITTAL.** Unless otherwise specifically required, the items listed below shall be completed and included in the bid submittal. Descriptions of each requirement can be found in Section 5.0 Form of Bid. **Do not omit any tabs, if the information requested does not apply please put “Not Applicable” under the accompanying tab in the submittal. FAILTURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITAL FROM CONSIDERATION FOR AWARD.** Complete this form by marking an “X”, where provided, to verify that the referenced completed form or information has been included within the “hard copy” bid submittal submitted by the Bidder. Submit one (1) unbound original (the “hard copy”) and one (1) electronic copy (CD) of the following documents:

|  |  |  |  |
| --- | --- | --- | --- |
| **X** | **Tab #** | **Documents Required in Submittal** | **Attachments** |
|  | 1 | Form of Bid | B |
|  | 2 | Bid Fee Sheet (including acknowledgement of Addenda & HUD Forms) | C |
|  | 3 | Bid Bond Template | D |
|  | 4 | Bidder’s Certification Form | E |
|  | 5 | Section 3 Documentation | F/G/H |
|  | 6 | Small Business (SWMBE) Utilization Plan | I |
|  | 7 | List of Past Performance/Experience/Client Information | J |
|  | 8 | List of Sub-Contractors/Joint Venture Information | K |
|  | 9 | Copy of Business License | - |
|  | 10 | Copy of Insurance Certificate | - |
|  | 11 | Copy of Workman’s Compensation Certificate | - |
|  | 12 | Contractor Profile Form | L |
|  | 13 | Vendor Registration Forms & W-9 | M |

**B1.2** By signing below, the Bidder agrees that all of the aforementioned Tabs have been included in their bid submittal, and acknowledge that any of the required information, including this page, omitted from the bid submittal may result in their bid being disqualified from consideration for award.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

**Attachment C**

Bid Fee Sheet

**BID FEE SHEET**

**C1.0 Costs to perform work** (as detailed in the **Attachment A**). Costs shall be fully burdened.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | Address | **Labor** | **Material** | **Total Price** |
| **C1.1** | 1232 Woodland Ave. | $ | $ | $ |
| **C1.2** | Same as above | $ | $ | $ |
| Project Total | $ |

**C2.0 Discount**

 **C2.1 Discount offered for early payment: \_\_\_\_\_\_\_%** if invoice paid within \_\_\_\_\_\_\_ days of properly submitted invoice as stated in the IFB.

**C3.0 Section 3 Priority:** Bidders shall identify below with an “x” any and all applicable Section 3 Priorities for their company, as defined in **Attachment H**. If no Priority applies, mark “NONE”.

 **C3.1 \_\_\_\_\_\_\_\_ Priority I**

 **C3.2 \_\_\_\_\_\_\_\_ Priority II**

 **C3.3 \_\_\_\_\_\_\_\_ Priority III**

 **C3.4 \_\_\_\_\_\_\_\_ Priority IV**

 **C3.5 \_\_\_\_\_\_\_\_ Priority V**

 **C3.6 \_\_\_\_\_\_\_\_ Priority VI**

 **C3.7 \_\_\_\_\_\_\_\_ Priority VII**

 **C3.8 \_\_\_\_\_\_\_\_ NONE**

**C4.0 HUD Form Acknowledgements:** The HUD Forms referenced below shall be acknowledged with a signature and date. These Forms are included herein as **Attachment N**. It is the responsibility of the Bidder to read and acknowledge these Forms as they will be incorporated as part of any resulting contract.

 **C4.1 HUD 5369 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C4.2 HUD 5369-A \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C4.3 HUD 5370 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**C5.0 Addenda Acknowledgements:** Any addenda issued by SMHA shall be acknowledged with a signature and date. All addenda will be posted on the SMHA website. It is the responsibility of the Bidder to find, read, and acknowledge these addenda as they will be incorporated here as a part of this solicitation and any resulting contract.

 **C5.1 Addendum #1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C5.2 Addendum #2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C5.3 Addendum #3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C5.4 Addendum #4 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**C6.0 Company Name/Contact Information**

 **C6.1 Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C6.2 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C6.3 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C6.4 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C6.5 Authorize Agent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **C6.6 Authorize Agent Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Attachment D**

Bid Bond Template

**Attachment E**

Bidder’s Certification

**BIDDER’S CERTIFICATION**

*By signing below, Bidder certifies that the following statements are true and correct:*

**E1.0** He/she has full authority to bind Bidder and that no member of Proposer’s organization is disbarred, suspended or otherwise prohibited from contracting with any Federal, State, or Local agency,

**E2.0** Items for which Bidders were provided herein will be delivered as specified in the bid,

**E3.0** In performing this contract, the Contractor(s) shall comply will any and all applicable Federal, State, and Local laws including but not limited to: Occupation Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,

**E4.0** Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SMHA and subject to the terms and conditions of such acceptance, shall result in a contract between SMHA and the undersigned Bidder,

**E5.0** He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid,

**E6.0** Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,

**E7.0** Bidder has not received compensation for participation in the preparation of the specifications for this IFB,

**E8.0 Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SMHA or any person interested in the proposed contract and that all statements in said bid are true,

**E9.0** He/she has full authority to bind Bidder and that no member of Proposer’s organization is disbarred, suspend or otherwise prohibited from contracting with any Federal, State, or Local agency, and the individual or business entity named in this bid is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate,

**E10.0 Lobbying Prohibition:** The Contractor(s) agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of federally appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract the making of any federal grant the making of any federal loan the entering into any cooperative agreement or the modification of any federal contract, grant, loan, or cooperative agreement.

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seal (if Corporation)**

**Attachment F**

Section 3 Clause

**SECTION 3 CLAUSE**

*This affidavit must display an original signature and notary seal.*

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

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_ County: \_\_\_\_\_\_\_\_\_\_\_\_

Business Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

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

I certify that I have read the above information and understand the Section 3 requirements and numerical goals.

**NOTARIZATION:** (Only sign in the presence of a Notary Public)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title Date

State of \_\_\_\_\_\_\_\_\_\_\_ County of \_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_,

before me appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledging that he/she has read and

understands the Section 3 requirements and numerical goals set forth.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Signature Commission Expiration Notary Seal

**Attachment G**

Section 3 Business Self-Certification (Optional)

**SECTION 3 BUSINESS SELF-CERTIFICATION**

*Optional, only to be submitted by those Businesses seeking to be Section 3 Certified.*

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

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_ County: \_\_\_\_\_\_\_\_\_\_\_\_

Business Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s License: Class \_\_\_\_ A \_\_\_\_ B \_\_\_\_ C \_\_\_\_ N/A License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Federal ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Types of Section 3 Business Enterprises**

Please check “Yes” or “No”. If you answer “Yes” to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. Is fifty-one percent (51%) of your business owned by a Section 3 resident\*; or

 Yes No

2. Are at least thirty percent (30%) of your full time employees persons that are currently Section 3 residents\*, or within three (3) years of the date of first employment with the business concern were Section 3 residents\*; or

 Yes No

3. Can you provide evidence, as required, of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs?

 Yes No

**Verification-** The Company hereby agrees to provide, upon request, documents verifying the information provided on this form.

**I declare and affirm, under penalty of law, that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Business Owner or Authorized Representative Date

\*Section 3 resident is: 1) Resident of Public and Indian Housing; or 2) Resident of the Metropolitan Area or Non-Metropolitan County that meet the definition of Low and Very Low Income.

**Attachment H**

Priorities & Preference for Section 3 Business Concerns

 in Contracting Opportunities (Reference)

**PRIORITIES & PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITITES (REFERENCE)**

**Section 3 Priorities:** SMHA has established the following Section 3 Priorities (as defined by 24 CFR §135.36). If any of the priority applies, the Bidder shall identify said priority on the Bid Fee Sheet (**Attachment C**). SMHA may request additional documentation from any Bidder claiming a Section 3 priority.

 **Priority I**

 Business concerns that are fifty-one percent (51%) or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

 **Priority II**

 Business concerns whose workforce includes thirty percent (30%) of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

 **Priority III**

 Business concerns that are fifty-one percent (51%) or more owned by residents of any other housing development or developments.

 **Priority IV**

 Business concerns whose workforce includes thirty percent (30%) of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were Section 3 residents of any other public housing development.

 **Priority V**

 Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

 **Priority VI**

 Business concerns that are fifty-one percent (51%) or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

 **Priority VII**

 Business concerns that subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

**Section 3 Preference:** HUD authorizes within 24 CFR 135 that SMHA may make award to qualified Section 3 business concerns with the highest priority ranking and the lowest responsive bid if:

* The bid is within the maximum total contract price established by SMHA; and
* The bid is not more than “x” higher than the total bid price of the lowest responsive bid from any responsible bidder. “x” is determined below:

|  |  |
| --- | --- |
| **When the lowest responsive bid is:** | **“x” = lesser of:** |
| Less than $100,000 | 10% of that bid of $9,000 |
| At least $100,000 but less than $200,000 | 9% of that bid or $16,000 |
| At least $200,000 but less than $300,000 | 8% of that bid or $21,000 |
| At least $300,000 but less than $400,000 | 7% of that bid or $24,000 |
| At least $400,000 but less than $500,000 | 6% of that bid or $25,000 |
| At least $500,000 but less than $1 million | 5% of that bid or $40,000 |
| At least $1 million but less than $2 million | 4% of that bid or $60,000 |
| At least $2 million but less than $4 million | 3% of that bid or $80,000 |
| At least $4 million but less than $7 million | 2% of that bid or $105,000 |
| $7 million or more | 1.5% of the lowest responsive bid with no dollar limit.  |

If no responsive bid by a Section 3 business concern meets the aforementioned requirements, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

**Attachment I**

Small Business (SWMBE) Utilization Plan

**SMALL BUSINESS (SWMBE) UTILIZATION PLAN**

**I1.0 Instructions:** The Bidder shall include hereunder a plan to assist SMHA in its goal to establish participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in SMHA prime contracts and subcontracting opportunities. Contractors must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. **If compliance cannot be obtained, the Bidder is required to provide written documentation with the bid as to why he/she could not obtain such participation.** Attach additional sheets if more space is needed.

**I2.0 Small Business (SWMBE) Utilization Plan:**

 **H2.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Attachment J**

List of Past Performance/Experience/Client Information

**LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION**

**J1.0 Instructions:** The Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder has performed similar or like services to those being proposed herein

**J2.0 List of Past Performance/Experience/Client Information**

 **J2.1 Client #1**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Brief Description of Similar Work Performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **J2.2 Client #2**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Brief Description of Similar Work Performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **J2.3 Client #3**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Brief Description of Similar Work Performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**J3.0 Other Information (Optional):** Bidder’s may provide additional documentation to demonstrate their experience doing the types of work required by this Invitation for Bid:

 **J3.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Attachment K**

List of Sub-Contractors/Joint Venture

**LIST OF SUB-CONTRACTORS/JOINT VENTURE**

**K1.0 Subcontractors**

 **K1.1 Will this project have sub-contractors? (Check One) \_\_\_\_\_\_\_ Yes \_\_\_\_\_\_\_ No**

 **K1.1.1** If “Yes”, proceed to K1.2. If “No”, proceed to K2.0.

 **K1.2 Instructions:** Please list all sub-contractors (including contact information) that will be working on any projects resulting from this contract. Each subcontractor should provide: Contractor Profile Form. Attach additional pages if needed.

 **K1.2.1 List of Subcontractors**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Documentation Attached: \_\_\_\_\_ Yes \_\_\_\_\_\_ No

 Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Documentation Attached: \_\_\_\_\_ Yes \_\_\_\_\_\_ No

 Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Documentation Attached: \_\_\_\_\_ Yes \_\_\_\_\_\_ No

 Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Documentation Attached: \_\_\_\_\_ Yes \_\_\_\_\_\_ No

**K2.0 Joint Venture**

 **K2.1 Will this project be a joint venture? (Check One) \_\_\_\_\_\_\_\_ Yes \_\_\_\_\_\_\_\_ No**

 **K2.1.1** If “Yes”, proceed to K2.2. If “No”, no additional information is needed for this tab.

 **K2.2 Instructions:** Please list all companies involved in the joint venture (including contact information). Each company should provide: Vendor Registration Forms & W-9, Contractor Profile Form, and Section 3 Paperwork. Attach additional pages if needed.

 **K2.2.1 List of Joint Venture Companies**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Documentation Attached:

*Note: Usage of a sub-contractor will be contingent upon SMHA’s prior written approval.*

**Attachment L**

Contractor Profile Form

**CONTRACTOR PROFILE FORM**

**L1.0 Instructions:** Please complete the below for in its entirety. If additional space is needed, please attach a separate sheet.

Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor/Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State Tax ID #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Our contract is with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
 (Identify specific work to be performed)

Will any work be subcontracted out? Yes \_\_\_\_\_\_ No \_\_\_\_\_\_

If yes, to whom? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Person(s) authorized to sign (certify) Payroll reports: 1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

|  |  |  |  |
| --- | --- | --- | --- |
| **Work Classification from wage decision (include group number, if applicable)** | **Base Rate of Pay** | **Fringe** | **Total Wage (including Fringe)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

The fringe benefit payment will be (check A, B or C below):

(A) \_\_\_\_\_\_ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

|  |  |
| --- | --- |
| **Benefit** | **Amount** |
| Vacation and Holiday |  |
| Union Dues |  |
| Health and Welfare Benefits |  |
| Pension |  |
| Annuity |  |
| Other (Identify) |  |
|  |  |

Benefit funds are deposited into accounts maintained by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_\_ Acct. #: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_\_

(B) \_\_\_\_\_\_ paid directly (with the pay check) to each worker in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_

(C) \_\_\_\_\_\_ paid to an unfunded benefit plan (or plans) in the amounts indicated below:
 **\*\*\*If requested, copies of benefit plans to be submitted for review/approval.\*\*\***

|  |  |
| --- | --- |
| **Benefit** | **Amount** |
| Pension |  |
| Medical |  |
| Dental |  |
| Other (Identify) |  |

Benefit funds are deposited into accounts maintained by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_\_ Acct. #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this a sole proprietorship or partnership business? Yes \_\_\_\_\_\_ No \_\_\_\_\_\_

Caucasian Owned – WBE \_\_\_\_\_\_\_ MBE \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Owner/Principal Officer Name (Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature Date

**Attachment M**

Vendor Registration Forms & W-9

**Attachment N**

HUD Forms

*HUD 5369*

*HUD 5369-A*

*HUD 5370*

**Attachment O**

Wage Decision

**Attachment P**

Employee Rights Poster

**Attachment Q**

Certified Payroll Report