

**INVITATION FOR BID
FOR
Painting Services**

**STARK METROPOLITAN
HOUSING AUTHORITY**

IFB #10132020-O

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 **Painting Services at various SMHA properties located throughout Stark County.**

Estimated budget for this project is \$200,000 to \$600,000 over the life of the contract.

The Invitation for Bids can be obtained online at 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 pg. 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# 10132020-O Due Date and Time: June 3, 2021 at 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 red 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 Specialist bids@starkmha.org
HOW TO OBTAIN THE IFB DOCUMENTS	1. Access: www.starkmha.org 2. Email Request to: Procurement & Contracting Department bids@starkmha.org 3. In Person at: 400 E. Tuscarawas St. Canton, OH 44702
HOW TO FULLY RESPOND TO THIS IFB	Submit 1 unbound original ("hard copy") <u>and</u> 1 electronic copy 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	May 10, 2021
Pre-Bid Meeting	May 24, 2021 at 10:00 AM (EST) 400 E. Tuscarawas St. Canton, OH 44702 RSVP's are requested for space reservation
Q&A DEADLINE	May 26, 2021 by 12:00 PM (EST)
BONDING REQUIREMENTS	<u>N/A</u>
BID SUBMITTAL RETURN & DEADLINE	June, 3, 2021 by 2:00 PM (EST) SMHA Procurement & Contracting Department 400 E. Tuscarawas St. Canton, OH 44702
ANTICIPATED AWARD DATE	June, 2021

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 Painting Services as detailed in **Attachment A**.
- 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:** Indefinite Delivery/Indefinite Quantity 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) 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) 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 to provide material and labor for painting services per the enclosed specifications/statement of work (**see Attachment A**).
- 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 of 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/.
- 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. **Bid prices will be adjusted by multiplying the bid price times the adjustment factor (which is our best approximation of the percentage of each type of task that will need to be performed) to arrive at the Adjusted Quote. The responsive bidder with the lowest total of adjusted quotes will be deemed to be the low bidder for the project.**
- 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 **ALL SMHA PROPERTIES ARE 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# 10132020-O

Due Date and Time: June 3, 2021, 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 handwritten 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. **FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL 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 \$50,000.00 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 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 3 preference. Claiming a Section 3 priority is optional.

- 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, 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, 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.	\$500,000.00 combined Single limit, per occurrence
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 per
accident
\$2,000,000
aggregate

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.

Protests shall state the reason(s) why the award is being protested and provide supporting evidence for the protest. All formal protests shall be in writing, submitted to the Contracting Officer. The Contracting Officer will date stamp the protest and notify the contractor in writing that the protest was received within the required time and will be reviewed. If the protest was not filed within the required time, the Contracting Officer will notify the contractor in writing that the protest is ineligible for consideration. The Contracting Officer will within 60 days from receipt, review and decide the protest or notify the contractor in writing of the date the decision will be made. The Contracting Officer will prepare a response to each issue listed in the protest. SMHA's Legal Counsel may review the protest and the decision before the decision is rendered to the contractor. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

APPEAL OF IFB NO. 10132020-O
Stark Metropolitan Housing Authority
Attn: Procurement & Contract Specialist
400 East Tuscarawas Street
Canton, Ohio 44702

9.0 **DISPUTES UNDER THE CONTRACT:**

9.1 Procedures: All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The Contracting Officer shall within 60 days after receipt of the request, decide the claim or notify the contractor of the date by which the decision will be made. The Contracting Officer's

decision shall be final unless the contractor (1) appeals in writing to a higher level within SMHA, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision. The contractor shall proceed diligently with performance of the contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

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 an 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, sourced 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 Payments made under the awarded contract will be made electronically by ACH, and will require additional documents to be set up for the ACH payments.

10.20.6 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 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 DETERINATION

- 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: Residential for Painting Services

- 11.1.2.1 **Applicability-** Residential -Single family homes and apartments up to and including 4 stories
- 11.1.2.2 **General Decision Number:** OH20210015 03/26/2021
- 11.1.2.3 **Counties Covered:** Carrol and Stark Counties in Ohio.
- 11.1.2.4 **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.
- 11.1.2.5 **Employee Rights Poster:** The "Employee Rights" poster (**Attachment P**) shall be posted at the job site visible to all Contractor(s) employees.
- 11.1.2.6 **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: N/A

12.2 Payment & Performance Bond: N/A

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 **Painting Services at various locations throughout Stark County.**

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.

Painting Services Scope of Work

Stark Metropolitan Housing Authority (SMHA) is requesting proposals for a "Painting Services" contractor to perform various painting tasks throughout the SMHA properties. The contractor selected for this services contract will operate on an "On Call" basis as painting needs occur throughout SMHA properties.

Contractor will be responsible for the following:

- As an "On Call" contractor, SMHA will expect a timely response to each work order request. Timely responses will be considered an initial response within 24 hours of the original work order request.
- Contractor will be responsible for obtaining any necessary permits or licenses for each project.
- Contractor will be responsible for providing a single, local point of contact for questions, concerns, and project updates.
- Contractor is responsible for providing all material and equipment.
- Paint colors and primers to be selected and approved by SMHA prior to commencement of work.
- Painting projects shall be detailed in initial work order request and can include, but not be limited to: residence interiors (including interiors of closets), common areas, multi-unit hallways, and exterior painting.
- All materials are to be applied with best practices for application quality (i.e following manufacturer direction regarding mixing and application of paint products, operating within product manufacturer weather guidelines, applying materials evenly and cleanly, etc.) and for all applicable safety guidelines (i.e build up of paint fumes, proper storage and/or disposal of hazardous or flammable materials, security of materials and residence).
- Contractor may use spray equipment providing that all precautions against overspray are taken.
- Contractor will be responsible for keeping the premises free of debris, surplus materials, and other cleaning throughout project.
- Surfaces are to be properly prepared and primed prior to initial application of paint products. This preparation includes, but is not limited to, sanding surfaces as necessary, the filling of nail or pin holes in walls, and minor drywall or molding repairs.
- Contractor will be responsible for communicating any safety hazards (i.e asbestos, lead paint, security concerns, etc.) prior to beginning work. SMHA will advise any necessary changes to schedule or work order due to these concerns.
- Contractor will be responsible for communicating any requested changes to the initial work order and must have any requested changes approved in writing before proceeding with any altered or additional work.
- Contractor will be responsible for providing SMHA with a proposed schedule for execution of work order.
- Price quote for each work order to be provided by contractor and approved by SMHA prior to beginning work.
- Contractor will take care to protect the work of other trades, as well as protect other surfaces, finishes, and furnishings in the project area. Switch plates, wall plates, lighting, and other furnishings are to be properly masked, covered, or removed for protection as well as for overall quality of painting. All switch plates, wall plates, lighting, and furnishing masked, covered, or removed are to be returned to their correct state prior to finishing the project.

- Contractor responsible for fully and properly cleaning the project area prior to finishing. Any unit with a current resident shall have their belongings returned to their original locations prior to finishing and any empty units shall have all areas cleaned, project tape and materials removed, and any other items pertaining to the project properly disposed of prior to completion.

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. FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL 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	N/A
	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.

Please provide pricing on page after next..

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.

HUD forms: Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this IFB

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): _____

Bid Fee Sheet

Painting Services

Prices should be quoted in cost per square Foot unless otherwise indicated

	Quote	Adj. Factor	Adj. Quote
Seal/Prime then paint surface area twice (3 coats)	_____	<u>.10</u>	_____
Paint the Surface Area (2 Coats)	_____	<u>.25</u>	_____
Paint Handrail- wall mounted (Per Linear Foot)	_____	<u>.025</u>	_____
Seal and Paint Stair Tread (Per Side, Linear Foot)	_____	<u>.05</u>	_____
Seal and Paint Stair Riser (Per Side, Linear Foot)	_____	<u>.05</u>	_____
Paint Stair Stringer (One Side, Linear Foot)	_____	<u>.05</u>	_____
Paint Baseboard (One Coat, Linear Foot)	_____	<u>.05</u>	_____
Paint Door Slab Only (2 coats per side, Each)	_____	<u>.05</u>	_____
Paint Door Trim & Jamb (2 Coats per side, Each)	_____	<u>.05</u>	_____
Paint Window Trim/Jamb (2 Coats per side, Each)	_____	<u>.05</u>	_____
Paint Cabinetry (Lower, Faces Only, Linear Foot)	_____	<u>.025</u>	_____
Paint Cabinetry, (Upper, Faces Only, Linear Foot)	_____	<u>.025</u>	_____
Stain & Finish door slab only (per side, Linear Foot)	_____	<u>.025</u>	_____
Stain & Finish cabinetry (Upper, Faces Only, LF)	_____	<u>.025</u>	_____
Stain & Finish cabinetry (Upper, Faces Only, LF)	_____	<u>.025</u>	_____
Stain & Finish Full Height Cabinetry, Faces, LF)	_____	<u>.025</u>	_____
Texture Drywall, Heavy Hand Texture	_____	<u>.025</u>	_____
R&R Acoustic Ceiling (popcorn) texture	_____	<u>.025</u>	_____
Drywall Patch/small repair, ready for paint*	_____	<u>.025</u>	_____
Drywall tape/joint repair (Linear Foot)	_____	<u>.025</u>	_____
Drywall Repair (Up to 32 SF)	_____	<u>.025</u>	_____

*Up to 4 SF of total drywall repair

Attachment D
Bid Bond Template

Bid Bond not required for this project

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 OPPORTUNITIES (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 or \$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

11.0 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 SWMBE 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.

12.0 Small Business (SWMBE) Utilization Plan:

[illegible]

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: _____

J2.2 Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

J2.3 Client #3

Figure 1

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



VENDOR REGISTRATION FORM

GENERAL INFORMATION (All fields required except Fax#)

Vendor Name:

Legal Name W9:

Street Address:

City:

State:

Zip Code:

Phone:

Other Phone:

E-mail:

Fax#:

Contact Person:

Signature & Title:

Number of Years Company has been in Service:

Number of Employees:

Taxpayer Identification Number or Social Security Number:

BUSINESS CLASSIFICATION (Select all that apply; must select at least 1)

☐ Individual/Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Not-for-Profit

☐ Corporation

☐ Other

☐ Resident Owned Business

FOR INTERNAL USE ONLY:

For Operations:

Staff Requesting: _____ Date: _____

For Accounting Dept:

Finance Staff: _____ Date: _____

Finance Review: _____ Date: _____

Yardi vendor code: _____



VENDOR REGISTRATION FORM

ECONOMIC INCLUSION (Select all that apply; at least 1 must be selected)

Certifying documentation or a notarized declaration must be provided to SMHA to prove status:

- | | |
|--|---|
| ☐ Not Applicable | ☐ Disabled Owned |
| ☐ Small Business Enterprise | ☐ Veteran Owned |
| ☐ Women Owned (at least 51%) | ☐ Section 3 Business Concern (What is this?) |
| ☐ Minority Owned (at least 51%) | |

TYPE OF BUSINESS /SERVICES OFFERED:

PLEASE SEND ALL INVOICES TO:
EMAIL: INVOICES@STARKMHA.ORG OR
MAIL: 400 E. TUSCARAWAS ST. CANTON, OH 44702



VENDOR REGISTRATION FORM

REFERENCES (Must enter 3 references)

Please provide references (within the last 12 months) for the services or goods that your business provides:

1 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

2 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

3 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

DISCLAIMER

The completion and submission of the Vendor Registration Form does not guarantee any minimum or maximum amount of work for a Vendor. It simply means that a Vendor is registered to conduct business with SMHA as opportunities are made available. At that time, the Vendor may have the opportunity to submit a bid, quote or proposal. Likewise, the submission of a bid, quote or proposal does not guarantee any Vendor the right to an award as all procurement activity conducted by SMHA must be in full compliance with the following regulations:

- 2 CFR 200
- HUD Procurement Handbook 7460.8 REV 2
- SMHA's Procurement Policy and Procedures

You must submit a W-9 Form and a copy of your insurance certificate

Stark Metropolitan Housing Authority

Dear SMHA vendor:

It is Stark Metropolitan Housing Authorities (SMHA) goal and responsibility to treat organizations (vendors / contractors) providing services and or goods fairly and appropriately. Our vendors are critical in order for SMHA to achieve its mission statement:

"PEOPLE HOUSING PEOPLE: The Stark Metropolitan Housing Authority provides eligible residents of Stark County with quality housing in decent, safe, nourishing neighborhoods, by working in partnership with public and private sector. SMHA provides families with housing choices and opportunities to achieve self-sufficiency.

Vendors must submit invoices electronically to invoices@starkmha.org or mail to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable. SMHA payment terms is "NET 30 DAYS". Net 30 days is common and typical industry and business payment standard. Net 30 days allows adequate time for SMHA to process transactions for payment with vendors. SMHA will deviate from net 30 days for vendors offering payment discounts for timelier payment. SMHA will attempt to take advantage of all payment discounts. Payment process typically involves staff forwarding appropriate supporting documentation, receipt of invoice and approval of invoice for payment. Vendors or contractors subject to provisions of Davis Bacon Act, SMHA is not permitted to make final complete payment until all required Davis Bacon documents have been received and verified.

Vendor must submit invoice electronically to invoices@starkmha.org or mail to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable. Invoices sent to any other post office address, employee or email might delay timely payment. SMHA finance department will make payment within 30 days of invoice date. For timely payment of correctly dated vendor invoices, SMHA's check to vendor will be dated and mailed within 30 days of vendor invoice date.

No staff, except for Executive Director, Deputy Director or Finance Director can waive, modify, adjust or amend NET 30 DAY payment term or requirement to submit invoices electronically to invoices@starkmha.org or mailed to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable.

Signature: _____ Date: _____

STARK METROPOLITAN HOUSING AUTHORITY
Vendor Agreement for Electronic Payment/Deposit

Name / Entity: _____
(Must agree with IRS W- 9)

Federal ID or SSN: _____
(Must agree with IRS W- 9)

Mailing Address: _____

Phone Number: _____ Email Address: _____
(Mandatory for payment notification)

I hereby authorize Stark Metropolitan Housing Authority (SMHA), to initiate credit entries (deposits) to below depository and to initiate, if necessary, debit entries and adjustments to any transactions credited in error.

Depository (Bank) Name: _____

Depository (Bank) Address: _____

Type of Account (check one): ☐ Checking ☐ Savings

Exact Name on Account: _____

Routing Number: _____ Account Number: _____

Your signature below is your continuing authorization for Stark Metropolitan Housing Authority ("SMHA") to follow your written instructions to deposit funds in the account listed above and you agree that your continuing authorization will remain in effect unless you revoke the authorization in writing and submit to SMHA within a reasonable time for SMHA to adjust its accounting procedures. Further, you confirm that the below name and signature is of an authorized representative with authority to act on behalf of the above entity/individual property owner. As such, you hereby authorize SMHA to recognize and acknowledge the signature subscribed below in depositing funds into your account.

A confirmation of account information on financial institution/bank letterhead or an original voided check, must accompany this document. Facsimile copies of checks, starter checks and deposit slips are not acceptable. When submitting documentation on bank letterhead, it must contain the name of financial institution, electronic routing transit number, account number and type of bank account (checking or savings).

By signing below, I confirm that I am an authorized representation and the information entered above is accurate and complete.

Name(s) (please print): _____

Signature(s) _____ Date: _____

Documents can be mailed to: SMHA 400 Tuscarawas Street East, Canton Ohio 44702
Attn: Finance Dept.

Stark Metropolitan Housing Authority
Vendor Application - Master File Form (new/update/modify)

Legal Name : _____
 (Above must agree with W-9 form)

DBA : _____

Mailing Address : _____

Secondary Address : _____

Point of Contact Name : _____

Point of Contact Phone: _____

Point of Contact Email : _____

Alternate Email: _____

Point of Contact Fax : _____

Federal ID# or Social
 Security number : _____

W-9 attached: YES / NO

(Above must agree with W-9 form)

Business Classification : (Select all that apply must select at least 1)

Individual/sole proprietor _____

Partnership _____

C Corporation _____

Other _____

S Corporation _____

Limited Liability _____

Enter the Tax classification (C= C Corporation, S= S Corporation, P= Partnership)

Please provide Workers Comp. Certificate & Certificate of Insurance

Terms notice provided : YES / NO (Terms are Net 30 Days upon receipt of a properly dated invoice.)

Minority/Sec.3 Owned : YES / NO Type : _____

PLEASE SEND ALL INVOICES TO: invoices@starkmha.org or 400 Tuscarawas St E. , Canton, OH 44702

(Please above indicate - Vendor must receive a Terms letter & complete a W-9)

Vendor: _____ **Date:** _____

(Note: Vendor / Supplier signature is required to set up a new vendor account in order to do business with SMHA. Vendor / Supplier has read and agrees to SMHA's 30 day payment terms as outline in vendor terms notice.)

For Accounting Department:

Finance Staff: _____ Date: _____

Finance Review: _____ Date: _____

Yardi Vendor Code: _____

Issue 1099 YES NO

Attachment N

HUD Forms

HUD 5369

HUD 5369-A

HUD 5370-C

Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this IFB

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled *Site Investigation and Conditions Affecting the Work of the General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an Irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2188.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA ☐ does ☐ does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

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

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts (without maintenance) greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, 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 audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (i) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Attachment O
Wage Decision



400 East Tuscarawas Street - Canton, Ohio 44702-1131
Phone: 330-454-8051 Fax: 330-580-9000 RELAY 1-800-750-0750

Visit our Website at www.starkmha.org



NOTIFICATION

PREVAILING WAGE/ DAVIS BACON REQUIREMENTS

This notification serves to inform you that work performed for ALL SMHA jobs is subject to prevailing wage/Davis Bacon regulations. Prevailing Wage/Davis Bacon is required for all work (labor and materials) that is over \$2,000. **Please also be advised that we do not allow 1099 contractors.** The people who you have to the work on these projects must be an employee of your company.

When providing your quote, please be aware that prevailing wages/Davis Bacon wages will apply if over \$2,000.

Contractors who wish to perform work for Stark Metropolitan Housing Authority (SMHA) are now required to sign this notification as acknowledgement of the prevailing wage/Davis Bacon requirements. **Please have an officer of your company complete and sign the area below.**

Please sign and date the notification and return via email, in-person, or mail to the SMHA management contact.

Upon receipt of your acknowledgement, if selected to perform the work, you will be contacted by SMHA's prevailing wage coordinator.

If you have any questions on prevailing wage please call Charity Rysak at 330-454-8051 ext. 378 or (330) 904-2828.

Thank you for your interest in doing business with SMHA.

I certify that I am aware that the work to be performed at SMHA is subject to Prevailing Wage/Davis Bacon requirements on any job over \$2,000 and I will comply with the Davis Bacon Act Regulations.

Sign

Print

Company Name & Title

Date

Phone

"General Decision Number: OH20210015 03/26/2021

Superseded General Decision Number: OH20200015

State: Ohio

Construction Type: Residential

Counties: Carroll and Stark Counties in Ohio.

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

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

Modification Number	Publication Date
0	01/01/2021
1	03/26/2021

* ELEC0540-010 01/02/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 26.57	9.29

ENGI0018-027 05/01/2019		

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 37.02	15.20

ENGI0066-026 06/01/2017		

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 22.08	19.66

LABO0265-004 06/01/2018		

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 20.25	16.20

PAIN0707-001 05/01/2019		

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 23.91	16.55

PLAS0109-006 05/01/2018		

\$40.46

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.86	17.11

SHEE0033-016 07/01/2017		

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.11	11.67

SUOH2012-016 07/20/2012		

	Rates	Fringes
BRICKLAYER.....	\$ 28.40	11.78
CARPENTER.....	\$ 20.19	6.51
LABORER: Common or General.....	\$ 21.50	5.23
OPERATOR: Backhoe/Excavator.....	\$ 29.49	11.16
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 16.85	3.83

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

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

is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

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END OF GENERAL DECISION"

Attachment P
Employee Rights Poster

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Charity Rysak - SMHA
Pwage@starkmha.org
330-454-8051 ext. 378
Deb Diez- HUD
312-913-8127

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Attachment Q
Certified Payroll Report



PAYROLL

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. DAC-2008

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

[illegible][illegible]

Proteomapping: Mapping the proteome

We estimate that it will take an average of 15 minutes to complete this collection, including time for reviewing instructions, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments that would reduce the burden of this collection of information, please send them to Washington Headquarters Office of Management and Budget, Paperwork Reduction Project (2000-0001), Washington, DC 20503.

(Lower)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the _____
_____ (Building or Work) _____; that during the payroll period commencing on the _____

_____ day of _____ and ending the _____ day of _____
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (DRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1007 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Contractor Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State/Zip:		State/Zip:	
Phone:		Phone:	
You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.			
Classification	Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company (attach additional sheets if needed)			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	

whpw1512

This form needs to be filled out for every job, for every employee, with employee signature. This is a Department of Labor required form

Stark Metropolitan Housing Authority 400 East Tuscarawas Street Canton, Ohio 44702-1131 Phone: (330) 454-8051 ext. 391 Email gwage@starkmha.org

YOUR COMPANY LETTERHEAD

PROJECT NAME: _____

PROJECT NUMBER: _____

EMPLOYEE NAME: _____

PAYROLL DEDUCTION AUTHORIZATION:

I, _____ hereby authorize _____
(Employee name) (Name of employer/company)

to deduct \$ _____ from my paycheck.
(Amount)

This deduction is for: (must check appropriate item(s))

_____ Loan Repayment _____ Profit Sharing _____ Advance

_____ Savings Bonds _____ Child Support _____ Charitable Donations

_____ Other: _____

This deduction is to be made:

_____ One time only _____ Weekly _____ Monthly

_____ Overtime _____ Weeks _____ Other: _____

Employee's Signature: _____ Date: _____

(You may make payroll deductions as permitted by DOL regulations 29CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those defined.)

(You need to submit this documentation only one time per employee, unless changes in deduction amount or duration take place.)

AUTHORIZATION TO SIGN CERTIFIED PAYROLLS

(If not signed by business owner)

For _____ Project

I, _____ (Owner's Name), authorize _____ (Name),
to sign certified payrolls for _____ (Business Name).
I fully understand that the willful falsification of any or all information on
_____ (Business Name's) submitted certified payrolls may
subject the contractor or subcontractor to civil or criminal prosecution (see
Section 1001 of Title 18 and Section 231 of Title 31 of the United State Code)

This statement is at the bottom of the certified payroll signed each week. The
business owner acknowledges he has seen this statement.

Signed,

Owner

Attachment R
Non-Collusive Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____