

**INVITATION FOR BID  
FOR  
RENOVATION AT PIKE/MAHONING HOMES**

**STARK METROPOLITAN  
HOUSING AUTHORITY**

**IFB #042520221**

Prepared by:

**Procurement & Contracting Department**

The Stark Metropolitan Housing Authority

400 Tuscarawas Street East

Canton, Ohio 44702

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## INTRODUCTION

### The Agency

Stark Metropolitan Housing Authority (hereinafter, "the Agency") 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). The Agency is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families. The Agency is headed by an Executive Director and is governed by a five-person Board of Commissioners. SMHA has 2,301 subsidized public housing rental units, 100 multifamily subsidized units, and 17 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, the Agency 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 the Agency 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 make **Renovations at Pike/Mahoning Homes.**

The Invitation for Bids can be obtained online at [www.starkmha.org](http://www.starkmha.org); or by contacting the SMHA Procurement & Contracting Department at [bids@starkmha.org](mailto: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](mailto: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: Director of Procurement  
400 Tuscarawas Street East  
Canton, Ohio 44702**

**IFB# 042520221**

**Due Date and Time: June 15, 2022 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 held 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

<b>SMHA CONTACT PERSON</b>	Procurement & Contracting Specialist <a href="mailto:bids@starkmha.org">bids@starkmha.org</a>
<b>HOW TO OBTAIN THE IFB DOCUMENTS</b>	1. Access: <a href="http://www.starkmha.org">www.starkmha.org</a> 2. Email Request to: Procurement & Contracting Department <a href="mailto:bids@starkmha.org">bids@starkmha.org</a> 3. In Person at: 400 E. Tuscarawas St. Canton. OH 44702
<b>HOW TO FULLY RESPOND TO THIS IFB</b>	Submit 1 unbound original (“hard copy”) <b>and</b> 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- Appendix B) on page 28.
<b>DATE ISSUED</b>	May 2, 2022
<b>Pre-Bid Meeting</b>	May 17, 2022 at 10:00 AM (EST) 130 E Simpson St., Alliance, OH 44601 RSVP’s are requested for space reservation
<b>Q&amp;A DEADLINE</b>	June 1, 2022 by 12:00 PM (EST)
<b>BONDING REQUIREMENTS</b>	<b>Bid Bond:</b> 10% of the Bid Price (included with the Bid Submittal) <b>Payment &amp; Performance Bond:</b> 100% of the contract price, <u>upon contract execution.</u>
<b>BID SUBMITTAL RETURN &amp; DEADLINE</b>	June 15, 2022 by 2:00 PM (EST) SMHA Attn: Director of Procurement 400 Tuscarawas St. East Canton, OH 44702
<b>ANTICIPATED AWARD DATE</b>	June, 2022

## INVITATION FOR BIDS

### 1.0 GENERAL INFORMATION:

- 1.1 **Statement of Purpose:** The Stark Metropolitan Housing Authority and its affiliated entities (SMHA) are seeking sealed bids from qualified, licensed Contractors with demonstrated competence and experience to provide all labor and materials for Renovation at Pike/Mahoning Homes Project as detailed in **the attached Scope of Work**. Project will be awarded to the contractor which offers the lowest overall cost to SMHA.
- 1.2 Prospective Bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid to SMHA is not a right by which to be awarded a contract, but merely is an offer by the prospective Bidder to perform the requirements of the IFB documents in the event SMHA decides to consider to award a contract to that Bidder.
- 1.3 **Bidder's Responsibilities- Contact with SMHA:** It is the responsibility of the Bidder to address all communication and correspondences pertaining to this IFB process to SMHA contact person listed herein only. Bidders must not make inquiry or communicate with any other SMHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for SMHA to not consider a bid submittal received from any Bidder who has not followed this directive during the IFB solicitation process. The SMHA will not conduct any ex parte conversations which may give one perspective Bidder and advantage over other prospective Bidders.
- 1.4 **Type of Contract resulting from this IFB:** Firm Fixed-Price Contract.

### 2.0 SMHA'S RESERVATION OF RIGHTS:

- 2.1 SMHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by SMHA to be in its best interest.
- 2.2 SMHA reserves the right not to award a contract pursuant to this IFB.
- 2.3 SMHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 14 days written notice to the successful Bidder(s).
- 2.4 SMHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.
- 2.5 SMHA reserve the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without written consent from SMHA.
- 2.6 SMHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids that offering alternate or non-requested services.
- 2.7 SMHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

- 2.8** SMHA reserves the right to, at any time during the IFB or contract process, prohibit any further participation by a Bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform SMHA in writing within five (5) days of the discovery of any item that is issued thereafter by SMHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SMHA, but not prospective Bidders, of any responsibility pertaining to such issue.
- 2.9** SMHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA's website ([www.starkmha.org](http://www.starkmha.org)) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.10** In the case of rejection of all bids, SMHA reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgement of SMHA, the best interest of SMHA will be promoted.
- 2.11** SMHA reserves the right to, without liability; cancel the award of any bid(s) at any time before execution of the contract documents by all parties.
- 2.12** SMHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to SMHA, if:
- 2.12.1** Funding is not available
- 2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
- 2.12.3** SMHA's requirements in good faith change after award of the contract, documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA's website ([www.starkmha.org](http://www.starkmha.org)) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.13** Intentionally Left Blank
- 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 **Appendix E**) when making an award under this IFB.

### 3.0 **GENERAL CONDITIONS:**

- 3.1 The Contractor shall provide labor and materials to provide Renovation at Pike/Mahoning Homes per the enclosed specifications/statement of work (**see attached Scope of Work**).
- 3.2 **Regulatory:** Contractor 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/](http://www.dol.gov/whd/workers/misclassification/).
- 3.4 **Licensing:** Contractor 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. **Deductive Alternate pricing will be used in this IFB. Deductive Alternates are used when SMHA is not sure if funds will be available for the total project. Bidders are asked to submit a bid first for the total project (Phases 1-3). Next, bidders will be asked how much money would be deducted from the total for each of the Deductive Alternates. Deductive Alternates would be deducted from the total in the order in which they are listed. Therefore, once the bids are opened, if SMHA determines that the funds are not available for the total project, Deductive Alternate #1 (Phase 3 of the project) would be deducted. If the reduced bid still exceeds the available funds, then Deductive Alternate #2 (Phase 2 of the project) would be deducted.**
- 3.6 **Contractor will be required to prepare and submit monthly reports on Section 3.** Contractor 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 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 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 disclose 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 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.

**3.8.1 ALL SMHA PROPERTIES ARE SMOKE FREE. CONTRACTOR) IS RESPONSIBLE FOR ASSURING 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 shall be liable for liquidated damages in the amount of \$100.00 per day per unit. However, the timeframe for performance may be adjusted at SMHA's discretion in writing and received by the successful Bidder prior to default under any resulting contract.
- 3.10** If any employee of the Contractor is deemed unacceptable by SMHA, Contractor shall immediately replace such personnel with a substitute acceptable to SMHA.
- 3.11** Contractor 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 [**see attached Vendor Registration Forms**]). 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 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 until the due date and time. 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: Director of Procurement  
400 Tuscarawas Street East  
Canton, Ohio 44702**

**IFB# 042520221**

**Due Date and Time: June 15, 2022, 2:00 PM (EST)**

Bidders may choose to respond to this bid through SMHA's e-Procurement website, Housing Authority Marketplace in lieu of providing hard copy response.

**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. **You may also respond to this bid through the e-procurement site “Housing Agency Marketplace” which is the preferred method for contractors to receive bid information and respond. If you require information as to how to register, please contact me at adetota@starkmha.org.**

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

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

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

5.3.1 **TAB 1 FORM OF BID:** This Form is attached hereto as **Appendix A** 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 to this IFB packet. 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 10% of the bid price. SMHA’s Bid Bond Form (**attached**) 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 **Appendix B** 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 EXPLANATION:**

**5.3.5.1** Be aware that the Agency previously conducted IFB's that required bidders and contractors to comply with the requirements of 24 CFR §135, Economic Opportunities for Low- and Very Low-Income Persons (a.k.a., Section 3). However, last year the U.S. Department of Housing and Urban Development (HUD) discontinued these former requirements and implemented the requirements of 24 CFR §5, 14, 75, 91, 92, 93, 135, 266, 570, 574, 576, 578, 905, 964, 983, and 1000, entitled Enhancing and Streamlining the implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses. Accordingly, these new Section 3 regulations do not provide for a firm proposing to provide services to a housing agency to immediately submit any information pertaining to Section 3, including the new regulations do not provide for the granting of any preferences to Section 3 firms submitting bids. The Agency will advise all firms if these requirements change.

**5.3.5.2 NOTE:** Please see Appendix C Sample Contract Language regarding Low-income Resident Hiring Plan, which the successful bidder(s) will be required to execute and abide by.

**5.3.5.3 INTENTIONALLY LEFT BLANK**

**5.3.6 INTENTIONALLY LEFT BLANK**

**5.3.7 TAB 7 LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION:** This Form is attached hereto as **Appendix G** 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 **Appendix H** 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 (**Appendix I**) shall be provided for each sub-contractor and/or joint venture firm, 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 **Appendix I** 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 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 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. **During the bid review, the apparent low bidder may be asked to provide a Schedule of Values for the bid consistent with AIA Form G702 and G703 for review.**

**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
<b>Commercial General Liability</b>	<b>Required Limits</b>
<b>This is required for any vendor who will be doing hands on work at SMHA properties.</b> 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.

## 9.0 DISPUTES UNDER THE CONTRACT:

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

## 10.0 ADDITIONAL CONSIDERATIONS:

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

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

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

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

**10.4.1** The successful Bidder(s) agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes 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 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 shall provide completed Contractor Profile Forms (**Appendix I**), 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 shall also apply to any and all subcontractors. Regardless of subcontracting, the Prime Contractor remain liable to SMHA for the performance under this IFB or any resulting contract.
- 10.9.3** "Prime" Contractor 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 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 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 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, 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, an subcontractors, or an employee, agent or representative of the Contractor or any subcontractors, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SMHA. CONTRACTOR 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 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*, its employees, subcontractors, suppliers, manufacturers or other persons or entities for whose acts Contractor 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 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 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 shall transfer title and deliver to SMHA any partially completed work products, deliverables, sourced and object code, or document that the Contractor 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 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 must submit a separate invoice for each purchase order issued by SMHA unless prior approval is obtained from SMHA. **Contractor must submit invoice within thirty (30) days after delivery of goods and/or services. If Contractor 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 which are qualified small business in accordance with HUD documents.

**10.20.4** If offered by Contractor, 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 Tuscarawas Street East  
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 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 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 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 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 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 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 agrees that if during the term of any resulting contract, the Contractor 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 fails to maintain insurance as required by a resulting contract, the Contractor 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. Moreover, SMHA shall retain from monies or payments owe to Contractor 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 DETERMINATION**

- 11.1 Davis-Bacon Prevailing Wage Rates:** For all applicable projects costing \$2,000.00 or more, SMHA must ensure that Contractor 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 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 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 to comply with this requirement will be the sole responsibility of the Contractor, 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:** Renovation at Pike/Mahoning Homes

11.1.2.1 **Applicability-** Residential

11.1.2.2 **General Decision Number:** OH20220015

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

11.1.2.4 **Wage Rates:** See **attachment** 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 (**see attached**) shall be posted at the job site visible to all Contractor 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 attached in this packet shall be used. Contractor 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 to collect, review and send the original certified payroll reports for all subcontractors to SMHA.

## 12.0 BONDING REQUIREMENTS

12.1 **Bid Bond:** The Bid Bond shall be for ten percent (10%) of the bid sum of the total project, before any Deductive Alternates are eliminated. The Bid Bond shall be secured by a surety company authorized to do business in the state of Ohio and on the U.S. Treasury Circular Number 570. SMHA will also accept a Certified or Cashier's Check for five percent (5%) of the bid sum. The bid security, whether in the form of a Bid Bond, Certified Check or Cashier's Check, must be submitted with the bid. The Bid Bond shall be submitted on SMHA's Form (**Attached**).

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

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

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

& Performance Bond for one hundred percent (100%) of the contract price, Separate Payment & Performance Bonds (each for one hundred percent (100%) or more of the contract price), a twenty percent (20%) Cash Escrow, or a twenty-five percent (25%) Irrevocable Letter of Credit, must be submitted at the time of contract award.

**Appendix A**

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	
	1	Form of Bid	Appendix A
	2	Bid Fee Sheet (including acknowledgement of Addenda & HUD Forms)	attached
	3	Bid Bond Template	attached
	4	Bidder’s Certification Form	Appendix B
	5	N/A	
	6	N/A	
	7	List of Past Performance/Experience/Client Information	Appendix G
	8	List of Sub-Contractors/Joint Venture Information	Appendix H
	9	Copy of Business License	-
	10	Copy of Insurance Certificate	-
	11	Copy of Workman’s Compensation Certificate	-
	12	Contractor Profile Form	Appendix I
	13	Vendor Registration Forms & W-9	attached

**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

**Appendix B**

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 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 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)**

**Appendix C**

Section 3 Clause

This Low-income Resident Hiring Plan pertaining to the above noted contract is hereby formulated to meet the standards to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, . . . be directed to low- and very-low-income persons, particularly those who are recipients of government assistance for housing . . ."

1.1 We hereby agree to satisfy the requirements of SMHA's Low-income Hiring Plan by one or both of the following methods:

1.1.1 **LOW-INCOME RESIDENT HIRING GOALS.** As a result of receiving award of this contract, our firm will need to hire additional employees and we hereby commit to the following number of new hires:

(1)	(2)	(3)	(4)
	Total Number of Current Permanent Employees	Total Number of New Hires that will result from award of this contract	Goal: Total Number of Low-income New Hires that the contractor anticipates will result from award of this contract
Classification			
Trainees			
Apprentices			
Journeypersons			
Laborers			
Supervisory			
Superintendent			
Professional			
Clerical			
Other:			

AND/OR

1.1.2 **INTERVIEWING AND POTENTIAL HIRING OF AGENCY RESIDENTS.** Our firm hereby agrees to, as a part of our new hire process for any open positions at any time during

the period of time this contract is in effect, if our firm hires any new employees (for any position), we will:

- 1.1.2.1 Review SMHA's listing of resident(s) who have registered, thereby declaring his/her desire to interview and accept a job;
- 1.1.2.2 In the same manner that we do with other applicants, conduct an interview with such resident(s) who have claimed experience within a certain skill set or field and have expressed a desire to interview; and
- 1.1.2.3 If, as a result of the interview and any applicable testing or checking that our firm conducts for all persons interviewing, the resident(s) qualifies for the position and passes all such testing (i.e., skills test; drug tests; credit checks; background check; etc.), we hereby agree to offer the position to the SMHA resident.
- 1.1.2.4 Our firm hereby agrees that all SMHA resident(s) will, during the interview process, be treated equal to and in the same manner as, any non-resident person who interviews with our firm.
  - 1.1.2.4.1 NOTE: Our firm shall have no responsibility to hire any resident who does not, as a result of the aforementioned testing and checks, qualify for the position, though the contractor will, as detailed following, be required to report to SMHA the results of such testing and checks, and fully inform SMHA as to why the resident(s) were not hired.
- 1.1.2.5 Further, we hereby agree to inform SMHA in writing of the following within 5 days after a new employee has been hired, including the following information:
  - 1.1.2.5.1 The position title;
  - 1.1.2.5.2 The name of the person hired;
  - 1.1.2.5.3 The date SMHA listing of resident(s) desiring interviews were reviewed by the contractor;
  - 1.1.2.5.4 The name(s) of SMHA resident(s) that the contractor contacted for an interview and the date, time, and method that such contact took place;
  - 1.1.2.5.5 The results of the contact (specifically, did or did not the interview take place; if so, when—if not, why);
  - 1.1.2.5.6 Pertaining to any SMHA resident(s) who were not hired, the results of any tests and checking that the contractor completed (especially any such results that prevented the resident(s) from being offered the position).

The undersigned hereby certifies that the above noted firm will abide by the terms and conditions of this low-income Resident Hiring Plan as detailed herein.

COMPLETED BY (Contractor):

_____	_____	_____	_____
Signature	Date	Printed Name	Title

**Appendix D**

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**Appendix E**

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**Appendix F**

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## Appendix G

List of Past Performance/Experience/Client Information

## LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

**G1.0 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

### **G2.0 List of Past Performance/Experience/Client Information**

#### **G2.1 Client #1**

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

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

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

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

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

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

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

#### **G2.2 Client #2**

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

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

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

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

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

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

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

#### **G.3 Client #3**

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

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

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

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

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

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

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

**G.4 Other Information (Optional):** Bidder's may provide additional documentation to demonstrate their experience doing the types of work required by this Invitation for Bid:

**G4.1** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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## Appendix H

### List of Sub-Contractors/Joint Venture

## LIST OF SUB-CONTRACTORS/JOINT VENTURE

### H1.0 Subcontractors

H.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.

H1.2 **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.

#### H1.2.1 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

**H2.0 Joint Venture**

**H2.1 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.

**H2.2 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.

**H2.2.1 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.*



**Appendix I**

Contractor Profile Form

## CONTRACTOR PROFILE FORM

**11.0 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