



**INVITATION FOR BIDS (IFB)
No. 02102023RA**

**WALK-IN SHOWER INSTALLATIONS AT
VARIOUS LOCATIONS**

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

Table of Contents

Section	Description	Page
	Introduction	3
	IFB Information at a Glance	4
1.0	The Agency's Reservation of Rights	5
2.0	Scope of Work/Technical Specifications	7
2.1	General Description of Services	7
2.2	Contractor Responsibilities	7
3.0	Bid Format	12
3.3	Tabbed Bid Submittal	12
3.4	Bid Submission Responsibilities	16
3.5	Bidder's Responsibilities – Contact with the Agency	22
3.6	Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity	23
4.0	Bid Evaluation	25
4.1	Public Bid Opening	25
4.2	Responsive Evaluation	25
4.3	Responsible Evaluation	26
4.4	Restrictions	26
5.0	Contract Award	26
5.1	Contract Award Procedure	26
5.2	Contract Conditions	26
6.0	Right to Protest	29
7.0	Disputes Under the Contract	30
8.0	Additional Considerations	30
9.0	Wage Determination	37

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

INTRODUCTION

Stark Metropolitan Housing Authority (hereinafter, “the Agency” and “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). 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 2,382 subsidized public housing rental 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.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed, and insured entities to provide the work detailed herein. All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

The Agency and its affiliated entities are seeking sealed bids from qualified, licensed, and bonded Contractors with demonstrated competence and experience to install walk-in showers at various properties as described in Section 2.0 of this IFB.

Prospective Bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid to the Agency 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 the Agency decides to consider awarding a contract to that Bidder.

Type of Contract resulting from this IFB: **FIRM FIXED-PRICE**

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 Page 4 IFB INFORMATION AT A GLANCE). The request must be addressed to the Procurement & Contracting Department and sent either by email to bids@starkmha.org or 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.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

IFB INFORMATION AT A GLANCE

AGENCY CONTACT PERSON	Procurement & Contracting Specialist: mtyson@starkmha.org
HOW TO OBTAIN THE IFB DOCUMENTS	<ol style="list-style-type: none"> 1. Access: www.starkmha.org 2. Email Request to: Procurement & Contracting Department: bids@starkmha.org 3. In Person at: 400 Tuscarawas Street East Canton, Ohio 44702 4. Access ha.internationaleprocurement.com (no "www"). Click on the "Login" button in the upper left side. Follow the listed directions. If you have any problems in accessing or registering on the eProcurement Marketplace, please call Customer Support at (866)526-9266.
BONDING REQUIREMENTS	Bid Bond: Shall be 10% of the Bid Price (included in each Bid submittal)
PRE-BID MEETING	<p>Tuesday, March 7, 2023, 1:00 PM (EST)</p> <p>SMHA Central Office: 400 Tuscarawas Street East Canton, Ohio 44702</p>
QUESTION SUBMITTAL DEADLINE	Friday, March 10, 2023
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<p>Option 1: Submit your Bid to the Housing Agency Marketplace. This is the preferred method of accessing solicitations and providing bids. Please register for this e-procurement site at: https://ha.internationaleprocurement.com/</p> <p style="text-align: center;">OR</p> <p>Option 2: Mail or hand deliver your Bid to SMHA Central Office:</p> <p style="text-align: center;"> Stark Metropolitan Housing Authority Attn: Director of Procurement 400 Tuscarawas Street East Canton, Ohio 44702 </p> <p style="text-align: center;"> IFB #02102023RA BID INCLUDED Due Date and Time: March 30, 2023, 2:00 PM (EST) </p>
BID SUBMITTAL DEADLINE	Thursday, March 30, 2023, 2:00 PM (EST)

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** 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 the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and do not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Award to More Than One Bidder.** The Agency reserves the right to make an award to more than one bidder, if in the judgement of the Agency, the best interest of the Agency will be promoted.
 - 1.7 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bid and/or bids offering alternate or non-requested services. In the case of rejection of all bids, the Agency reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgement of the Agency if in its best interest to do so.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** The Agency 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 the Agency in writing within five (5) days of the discovery of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not prospective Bidders, of any responsibility pertaining to such issue.
 - 1.10 Right to Revise, Change, Alter, or Amend.** The Agency 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 the Agency's website (www.starkmha.org) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

- 1.11 Right to Cancel Award.** The Agency 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.
- 1.12 Right to Reduce or Increase Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 1.12.1** Funding is not available.
 - 1.12.2** Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
 - 1.12.3** The Agency'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 the Agency's website (www.starkmha.org) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 1.13 Right to Require Additional Information.** The Agency reserves the right to require additional information from all bidders to determine level of responsibility. Such information shall be submitted in the form required by the Agency within two (2) days or written request.
- 1.14 Right to Amend Contract.** The Agency reserves the right to amend the contract any time prior to contract execution.
- 1.15 Right to Require Accurate Timesheets.** The Agency 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.
- 1.16 Right to Contact Prior Clients/Customers.** The Agency 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.
- 1.17 Right to Seek Restitution.** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, the Agency 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.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

1.18 Right to Award. 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 the Agency.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking bids from qualified, bonded, and licensed firms/individuals (a.k.a., "the bidder") to provide the Agency with the following detailed services:

2.1 General Description of Services. The purpose of this IFB is to contract for the installation of walk-in showers at various locations as described in this section, including, but not limited to the items listed within **Attachment N, SPECIFICATIONS/STATEMENT OF WORK**, attached hereto.

2.1.1 Completion Inspections. All work shall be inspected and signed off by the Agency before the work is deemed complete.

2.2 Work Standards. It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations.

2.3 Location of Work. **Attachment B BID FEE SHEET** lists locations.

2.4 Other General Requirements. Contractor will repair all damage caused by their equipment. Contractor will provide consistent, safe, and reliable operation and follow federal, state, and local regulations.

2.4 Contractor Responsibilities.

2.4.1 Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

2.4.2 Additional Work. Any additional work shall be performed by the contractor only if the Agency has given prior written permission to do so. All such work shall be at the Agency's expense, unless such damage or problem was necessitated by the actions or lack of action of the Contractor.

2.4.3 Debris. The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

- 2.4.3.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.
 - 2.4.3.2 The Contractor must examine the work area and determine any unsuitable work condition.
 - 2.4.3.3 Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
 - 2.4.3.4 Unless otherwise approved by the Agency in writing, the use of the Agency dumpsters to dispose of debris is prohibited.
- 2.4.4 **Delivery of Materials.** As may be applicable, the Contractor and each Subcontractor shall inspect the site and determine the availability of storage space and trucking facilities to bring material or equipment to the work site, or any other factors affecting the work under this Contract.
- 2.4.5 **Drawings/Lists.** Any drawings or lists herein are provided as an aid only to prospective bidders. These items do not purport to show the full scope or exact location of all applicable work but do purport to show the approximate quantities and locations of possible work at each location listed.
- 2.4.6 **Emergency Situations.** The contractor must inform the Agency designated contact (immediately by telephone and within 24 hours, follow in writing) of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the contractor. The contractor shall also, upon becoming aware of such an issue, notify the Agency designated contact of any work he/she feels is necessary to correct the issue. Such notification shall include:
 - 2.4.6.1 A fully detailed statement of the problem.
 - 2.4.6.2 Corrective action proposed.
 - 2.4.6.3 The detailed costs, at the applicable contract rates, separating equipment and labor.
 - 2.4.6.4 The proposed timeframe for corrective action.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

- 2.4.7 Invoice(s).** Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her bid.
- 2.4.7.1** Invoices must contain a complete description of the work that was performed, the contract price, the purchase order number (if applicable), contract number and location of work.
- 2.4.7.2** Contractor(s) must submit an invoice within thirty (30) days after work is complete. If Contractor(s) fails to invoice within thirty (30) days after work is complete, the Agency reserves the right to not pay the invoice.
- 2.4.7.3** If applicable, the Agency may make progress payments approximately every thirty (30) days as the work proceeds if the work meets the owner's standards, as approved by Agency staff. The Agency may, subject to written determination and approval of the Procurement & Contracting Specialist, make more frequent payments to Contractor(s) which are qualified small business in accordance with HUD documents.
- 2.4.7.4** If offered by Contractor(s) and the Agency seeks a discount for early payment SMHA shall only take such a discount if earned.
- 2.4.7.5** 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.
- 2.4.7.6** 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**
- 2.4.8 Labor Rates All-inclusive.** The bid(s) shall be all-inclusive of all items, services, and costs that the Contractor needs to complete the work, including but not limited to tools, equipment, insurance, licensing, permits, employee costs, including benefits, etc. All bids shall include product and labor.
- 2.4.9 Mobilization Costs.** The proposed bid submitted for all Pricing Items shall be automatically burdened with mobilization costs; meaning, the costs proposed by the bidder include the bidder's costs to

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

transport his staff and equipment to the Agency site to complete the work.

- 2.4.10 No Interaction with Agency Residents by the Contractor staff.** There will be absolutely no interaction between the awarded contractor workers and the Agency residents. Violators will be permanently removed from the site by the Contractor.
- 2.4.11 No Interference with Traffic.** The Contractor shall ensure that he/she, to the greatest extent feasible, minimizes interference with on-site drives, parking areas and walks, adjoining streets, walks, and other adjacent occupied or used facilities during operations or “after hours.” Please note that the Contractor shall not close or obstruct streets, walks, or other adjacent occupied or used facilities without the written permission of the Agency. Further, if such permission is given, the Contractor shall ensure that an alternate route around closed or obstructed traffic ways is provided.
- 2.4.12 Permits.** The Contractor shall obtain all required permits pertaining to any assigned work.
- 2.4.13 Prior Written Approval.** The contractor shall obtain from the Agency designated contact written approval to proceed with the work prior to commencing such in the form of a Notice To Proceed.
- 2.4.14 Qualified.** The contractor must only provide staff that are fully qualified to perform the work listed herein.
- 2.4.15 Required Licensing and Bonding.** The Contractor(s) shall be in possession of any current appropriate licensing required by Stark County (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Ohio. Contractor must also ensure all staff and any subcontractors working on Agency property are properly bonded.
- 2.4.16 Return to site.** Within no more than 4 hours of being notified by the Agency, the contractor shall return to any site to correct or again inspect any work already performed.
- 2.4.17 Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. Contactor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease, and the appropriate utility

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

company notified. Work shall then commence in accordance with instructions from the utility company.

- 2.4.18 Security of the Site.** It is the responsibility of the awarded contractor to secure the work site, both during the specific work and after work hours (if the assigned work has not yet been completed), to protect the work site and the public (including Agency residents). This means that, if/as necessary, the contractor may/shall utilize such preventative measures as barricades, warning signs, lights, human security, etc.
- 2.4.19 Smoking on the Site.** There will be no smoking allowed inside the existing buildings or on the grounds. This prohibition includes e-cigarettes. All Agency properties are smoke free. Contractor(s) is responsible for assuring their employees abide by this.
- 2.4.20 Normal Agency Work Hours.** The Agency's typical work week is Monday-Friday, 8:00 AM to 4:30 PM EST.
- 2.4.21 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday or weekend day (Saturday or Sunday).
- 2.4.22 Subcontracting.** Unless prior written permission is given by the Agency, all work performed by the contractor shall be performed by the contractor only and shall not be subcontracted to another firm. The Agency reserves the right to not grant such approval.
- 2.4.23 Supervision by the Contractor.** At all times during any assigned work, the Contractor shall have on-site an experienced supervisor while the assigned work is in progress.
- 2.4.24 Tools/Equipment/Materials.** The Contractor shall always ensure that during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner to protect all parties, including, but not limited to the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the sites where the Contractor will be working are occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.
- 2.4.25 "Or Equal" Specifications.** Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful bidder may propose to provide an alternate product as long as such proposed

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for “establishing design and quality standards” for the product identified. If a bidder wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a bidder with a listing of the “essential characteristics” for any such product (the bidder may also wait to see if the firm is the apparent successful bidder then submit such written request after the bid submittal deadline when the Agency will evaluate such alternate products, if submitted).

2.4.26 Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Stark County, the Cities within Stark County, and/or the State of Ohio, or any applicable Federal Agency.

3.0 BID FORMAT.

- 3.1 THE BID (TAB 1 TO TAB 17) SHALL BE SUBMITTED IN ONE (1) SEALED ENVELOPE. SUBMIT ONE (1) UNBOUND ORIGINAL (“HARD COPY”) AND ONE (1) ELECTRONIC COPY OF YOUR BID.** Bid sealed envelopes must be addressed as detailed in Section 3.4.3.4.2 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 eliminate that Bidder from consideration or award.
- 3.2 Required Forms:** All required forms furnished by the Agency 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).
- 3.3 Tabbed Bid Submittal:** The Agency 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 17). 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.**

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

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 the Agency has published herein or has issued by addendum.

- 3.3.1 TAB 1 FORM OF BID:** This Form is attached hereto as **Attachment 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.
- 3.3.2 TAB 2 BID FEE SHEET:** This Form is attached hereto as **Attachment B** to this IFB document. This Form shall be fully completed, including acknowledgement of addendum/HUD Forms, and submitted under this tab as a part of the bid submittal.
- 3.3.3 TAB 3 BID BOND:** For construction contracts exceeding \$50,000.00, Bidder's shall be required to submit a bid guarantee equivalent to 10% of the bid price. This Form, hereto as **Attachment C**, shall be fully completed, executed where provided thereon, and submitted under this tab as a part of the bid submittal.
- 3.3.4 TAB 4 BIDDER'S CERTIFICATION FORM:** This Form is attached hereto as **Attachment D** 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.
- 3.3.5 TAB 5 SECTION 3 DOCUMENTATION:** See **Attachments E Section 3** Explanation.
- 3.3.6 TAB 6 LOW-INCOME RESIDENT HIRING PLAN:** This Form is attached hereto as **Attachment F** 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.
- 3.3.7 TAB 7 LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION:** This Form is attached hereto as **Attachment 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 Stark Metropolitan Housing Authority, for whom the Bidder has performed similar or like services to those being proposed herein.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

3.3.8 TAB 8 LIST OF SUBCONTRACTORS/JOINT VENTURE INFORMATION: The Bidder shall identify, on the Form attached hereto as **Attachment 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 (**Attachment I**) shall be provided for each subcontractor and/or joint venture firm. Any accompanying sub-contractor/joint venture Contractor Profile Forms shall be completed and submitted under this tab as part of the bid submittal.

3.3.9 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). In addition, any other required licenses and bonding documents must be provided under this tab (i.e., local business license, etc.).

3.3.10 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 the Agency within 10 days of contract signature. The Insurance Certificate shall name Stark Metropolitan Housing Authority as an additional insured.

3.3.10.1 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Stark Metropolitan Housing Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of Stark Metropolitan Housing Authority as an additional insured under said policy with the following minimum requirements to the Agency within ten (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

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000.	Statutory \$500,000.00
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	
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

Automobile Insurance. An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

- 3.3.11 TAB 11 COPY OF WORKMAN'S COMPENSATION CERTIFICATE:** The Bidder shall submit a copy of their Workman's Compensation Certificate. (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services)
- 3.3.12 TAB 12 CONTRACTOR PROFILE FORM:** This Form is attached hereto as **Attachment 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.
- 3.3.13 TAB 13 VENDOR REGISTRATION FORMS & W-9:** The Vendor Registration Forms are attached hereto as **Attachment J** to this IFB document. If not already registered with the Agency, these Forms must be fully completed, executed where provided, and submitted under this tab as a part of the bid.
- 3.3.14 TAB 14 HUD FORMS:** The Offeror must submit under this tab on the Form attached hereto as **Attachment K** the applicable HUD Forms, fully completed, and executed where indicated.
- 3.3.15 WAGE DETERMINATION:** This Form is attached hereto as **Attachment L** to this IFB document and shall be used as a reference for labor classification(s) that apply to work included in this contract and is subject to the Davis Bacon Act (DBA). A Certified Payroll Report, Form WHD-347, shall be provided for payroll submission of all labor performed.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

3.3.16 NON-COLLUSION AFFIDAVIT: This one-page Form is attached hereto as **Attachment M** to this IFB document and must be fully completed, executed, and submitted under this tab as part of the Bid submittal.

3.3.17 SPECIFICATIONS/STATEMENT OF WORK: The Specifications/Statement of Work for walk-in shower installations is attached hereto as **Attachment N** to this IFB document and must be reviewed.

3.4 Bid Submission Responsibilities.

3.4.1 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 J**)). Failure by the prospective Bidder to provide the requested information may, at the Agency's discretion, eliminate that Bidder from consideration, provided that all Bidders were required to submit the same information.

3.4.2 IFB Forms, Documents, Specifications, and Drawings.

3.4.2.1 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 complete all documents issued pursuant to this IFB.

3.4.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all 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.

3.4.2.2 Catalogs, brand names or manufacturer's references are provided for descriptive purposes only and indicate 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.

3.4.3 Submission and Receipt of Bids

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

- 3.4.3.1 **Time for Receiving Bids:** Bids received prior to the bid submittal deadline shall be securely kept, unopened, by SMHA. No bid received after the designated deadline shall be considered.
- 3.4.3.2 Bidders are cautioned that any bid submittal that is time stamped as being received by the Agency 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 the Agency or any official or employee thereof, for the pre-opening of, or failure to open a bid not properly addressed and identified.
- 3.4.3.4 **Bid Submittal:** Bids must be submitted according to one of the following options:
- 3.4.3.4.1 **Option 1:** Submit your Bid to the *Housing Agency Marketplace*. This is the preferred method of accessing solicitations and providing bids. Please register for this e-procurement site at <http://ha.internationalprocurement.com/>
- OR**
- 3.4.3.4.2 **Option 2:** A total of one (1) original unbound signature copy (“hard copy”) and one (1) electronic 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# 02102023RA**
- BID INCLUDED**
Due Date and Time: March 30, 2023, 2:00 PM (EST)
- 3.4.3.5 **Labeling of the Sealed Bid Submission Package.** The package exterior must clearly denote the above noted IFB

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

number, due date and time, and must have the bidder's name and return address.

3.4.3.6 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the IFB on the Agency's website or registering for the eProcurement Marketplace and downloading the IFB, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

3.4.3.7 Submission Responsibilities. It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed in Section 3.0 Bid Format, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the Agency to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

3.4.3.8 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.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

- 3.4.3.8.1 Procedure to Withdraw Bid Submittal:** A request for withdrawal of a bid due to a purported error need not be considered by the Agency 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 the Agency, 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 the Agency retains the right to accept or reject any proposed withdrawal for a mistake.
- 3.4.3.9 Exceptions to Specifications:** 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 the Agency, 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. The Agency reserves the right to agree with the prospective Bidder and issue a revision to the applicable requirements or may reject the prospective Bidder's request.
- 3.4.3.9.1** 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 meeting (if scheduled). All verbal instructions issued by the Agency 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.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

- 3.4.3.10** **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 the Agency's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the assigned Procurement & Contracting Specialist, 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.
- 3.4.3.11** **Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at the Agency's discretion, be a reason for rejection:
- 3.4.3.11.1** If the forms furnished by the Agency are not used or are altered or if the proposed costs are not submitted as required and where provided.
- 3.4.3.11.2** If all requested completed attachments do not accompany the bid submittal.
- 3.4.3.11.3** 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.
- 3.4.3.11.4** If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into contract pursuant to an award.
- 3.4.3.11.5** 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 the Agency's cost estimate for that item.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

3.4.3.12 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:

- 3.4.3.12.1** Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Bidders for any future work with the Agency 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.
- 3.4.3.12.2** More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).
- 3.4.3.12.3** Lack of competency, lack of experience and/or lack of adequate machinery, plan and/or other resources.
- 3.4.3.12.4** Unsatisfactory performance record as shown by the past work for the Agency or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- 3.4.3.12.5** Incomplete work, which in the judgement of the Agency, might hinder or prevent prompt completion of additional work, if awarded.
- 3.4.3.12.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 3.4.3.12.7** Failure to comply with any qualification requirements of the Agency.
- 3.4.3.12.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by the Agency) who will be employed by the successful Bidder(s) to complete the work of the proposed

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

contract.

3.4.3.12.9 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.

3.4.3.12.10 Any reason to be determined in good faith, to be in the best interest of the Agency.

3.5 Bidder's Responsibilities – Contact with the Agency. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the assigned Procurement & Contracting Specialist preferably by email to bids@starkmha.org. Bidders must not make inquiries or communicate with any other Agency 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 the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.

3.5.1 Addenda. All questions and requests for information must be addressed in writing and sent by mail to Stark Metropolitan Housing Authority, Attn: Procurement Department, 400 Tuscarawas Street East, Canton Ohio 44702 or by email to bids@starkmha.org. The assigned Procurement & Contracting Specialist will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the Agency will NOT conduct any *ex parte* (i.e., a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the assigned Procurement & Contracting Specialist—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the Agency may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

writing so that the Agency may more fairly respond to all prospective bidders in writing by addendum.

3.6 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the successful bidder and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in Agency contracting.

3.6.2.2 Section 15.5.B, Goals. The Agency is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our Agency Procurement Policy it states that our Agency will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists.

3.6.3.1.2 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources.

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.

3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,

3.6.3.1.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 **Requirements.** Accordingly, please see **Attachments F** which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

4.0 BID EVALUATION.

4.1 **Public Bid Opening.** At the set date and time, all bids received will be opened and publicly read aloud by the assigned Procurement & Contracting Specialist, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (typically within 5-7 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

4.1.1 **Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.1.2 It is understood by all Bidders/prospective Bidders that the bids are publicly opened, and the results will be a matter of public record.

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

4.2 **Responsive Evaluation.** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

in a timely manner.

4.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner; in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

4.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 By completing, executing, and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already included in this IFB or attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.1.2 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 the Agency, it is in the best interest of the Agency to accept the bid. The Agency reserves the right to award multiple contractors if it is determined to be in the best interest of the Agency.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

5.2.1 Contract Form. The Agency will not execute a contract on the successful bidder’s form—contracts will only be executed on the

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

Agency form and by submitting a bid the successful bidder agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful bidder the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

- 5.2.1.1 Mandatory HUD Forms.** Please note that the Agency 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 a part of this IFB.
- 5.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- 5.2.3 Unauthorized Sub-contracting Prohibited.** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling, or transferring the contract) without the prior written consent of the Agency. Any purported assignment of interest or delegation of duty, without the prior written consent of the Agency shall be void and may result in the cancellation of the contract with the Agency or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract as determined by the Agency.
- 5.2.4 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 the Agency indicating or suspected to indicate an Independent Contractor or Contractor using an IRS1099 Form shall be further investigated by the Agency. It shall

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

be the burden of the Contractor to provide any documentation requested by the Agency. For more information on the Misclassification of Employees as Independent Contractors please visit: www.dol.gov/whd/workers/misclassification/

- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of time that the Agency and the successful bidder agrees is reasonable and realistic to complete the work.
- 5.4 Licensing and Insurance Requirements.** Contractor(s) shall be licensed and properly bonded as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.
- 5.4 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, ordinances, statutes, laws, and regulations. Contractor(s) shall 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.
- 5.5 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within ten (10) workdays of notification by the Agency.
- 5.6 Bid Prices.** Bidders are advised that the firm fixed price per property shall be all inclusive and fully burdened to accomplish the work as specified in this IFB and any resulting contract.
- 5.7** 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.
- 5.8** 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 the Agency. 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).
- 5.9 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 the Agency's

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

discretion in writing and received by the successful Bidder(s) prior to default under any resulting contract.

- 5.10 Contractor(s) shall provide uniforms (i.e., company shirt, hat, etc.) and ID badges for all employees working on the Agency's properties. No employee will be allowed on the Agency's properties out of uniform and without an ID badge.

6.0 RIGHT TO PROTEST:

- 6.1 **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.

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

6.1.2 **Eligibility:** To be eligible to file a protest with the Agency 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. The Agency has no obligation to consider a protest filed by a party that does not meet these criteria.

6.1.3 **Procedure:** Any actual or prospective Bidder may protest the solicitation or award of a contract for material violation of The Agency's Procurement Policy. Any protest against an Agency 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 (10) calendar days after contract award or the protest will not be considered.

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

APPEAL OF IFB NO. 04142022-1
Stark Metropolitan Housing Authority
Attn: Director of Procurement
400 Tuscarawas Street East
Canton, Ohio 44702

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

7.0 DISPUTES UNDER THE CONTRACT:

7.1 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.

8.0 ADDITIONAL CONSIDERATIONS:

8.1 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.

8.2 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.

8.3 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.

8.4 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

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

submittal shall be quoted as Free on Board (FOB) Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.

- 8.4.1** 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.
- 8.5 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.
- 8.6 Estimate Quantities:** Locations are determined.
- 8.7 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.
- 8.7.1** 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.
- 8.7.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 8.7.3 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.
- 8.8 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.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

- 8.9 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.
- 8.9.1** “Prime” Contractor(s) shall provide completed Contractor Profile Forms (**Attachment H**), 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.
- 8.9.2** 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.
- 8.9.3** “Prime” Contractors will be required to submit copies of their contracts with any approved subcontractors to SMHA.
- 8.10 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.
- 8.11 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.
- 8.12 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.
- 8.13 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.
- 8.14 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

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

timeframes may be considered a material breach, and SMHA may pursue compensatory and/or liquidated damages under the contract.

- 8.15 Limitation of Liability:** In no event shall SMHA be liable to the successful Bidder(s) for an indirect, incidental, consequential or exemplary damage.
- 8.16 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.

- 8.17 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.
- 8.18 Termination:** Any contract resulting from this IFB may be terminated under the following conditions:
- 8.18.1** By mutual consent if both parties, and
- 8.18.2 Termination for Cause:** As detailed within attached/referenced HUD Forms.
- 8.18.2.1** 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

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

such failures within seven (7) days or such other period as SMHA may authorize or require.

8.18.2.1.1 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.

8.18.2.1.2 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.

8.18.3 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.

8.18.4 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.

8.18.5 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, source and object code, or document that the Contractor(s) has produced or acquired in the performance of any resulting contract.

8.19 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.

8.20 Inter-local Participation (if applicable):

8.20.1 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

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

be at the prices stated herein, and shall be subject to Contractor's acceptance.

- 8.20.2** 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.
- 8.20.3** Purchase orders shall be submitted to Contractor(s) by the individual entity.
- 8.20.4** 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.
- 8.21 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.
- 8.22 Lobbying Certification:** By proposing to do business with SMHA or by doing business with SMHA, each Bidder certifies the following:

 - 8.22.1** 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.
 - 8.22.2** 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.
 - 8.22.3** 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

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- 8.23 Applicable Statutes, Regulations & Orders:** Contractor shall comply with all statutes, rules, regulations executive orders affecting procurements by Housing Authorities including but not limited to:
- 8.23.1** Executive Order 11246
 - 8.23.2** Executive Order 11061
 - 8.23.3** Copeland “Anti-Kickback” Act (18 USC 874)
 - 8.23.4** Davis Bacon Act (40 USC 276a-276a-7)
 - 8.23.5** Contract Work Hours & Safety Standards Act (40 USC 327-330)
 - 8.23.6** Clean Air & Water Act (42 USC 1857(h); 33 USC 1368)
 - 8.23.7** Energy Policy & Conservation Act (PL 94-163. 89 STAT 871)
 - 8.23.8** Civil Rights Act of 1964, Title VI (PL 88-352)
 - 8.23.9** Civil Rights Act of 1968, Title VII (PL 90-284 Fair Housing Act)
 - 8.23.10** Age Discrimination Act of 1975
 - 8.23.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
 - 8.23.12** HUD Information Bulletin 909-23
 - 8.23.13** Immigration Reform & Control Act of 1986
 - 8.23.14** Fair Labor Standards Act (29 USC 201 et. Seq.)
- 8.24 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.
- 8.25 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

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

a conflict exists between any state statute or federal law the most restrictive terms shall apply.

- 8.26 Contract:** Once contract is issued to successful bidder it needs to be signed and returned to SMHA within two (2) business days. If not SMHA reserves the right to move to the next bidder in line.
- 8.27 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.
- 8.28 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.

9.0 WAGE RATE DETERMINATION

- 9.1** 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 offeror 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.

9.1.1 Employee Rights Under the Davis Bacon Act Federal Poster. It is the Contractor's responsibility to hang the Federal Poster in a prominent place at the worksite.

9.1.2 Payroll Reports. The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, forward to the Agency a copy of the weekly payroll.

9.1.2.1 The Contractor is hereby made aware that the Agency will conduct periodic on-site wage surveys of the Contractor's staff working at the site. It is the responsibility of the

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations

Contractor to ensure that such work staff cooperate fully with the Agency interviewer.

9.2 Wage Determination:

9.2.1 General Decision Number: OH20230015

9.2.2 Website Link: <http://www.wdol.gov/dba.aspx>

9.2.3 Construction Type: Residential

9.2.4 Counties: Carroll and Stark Counties in Ohio

INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment A

FORM OF BID

A1.0 Submittal Checklist:

A1.1. Instructions: 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 3.3**. Do not omit any tabs, if the information requested does not apply, please put "Not Applicable" under the accompanying tab in the submittal. Complete this form by marking an "X", where provided, to verify that the referenced completed form or information has been included within the bid submittal by the Bidder, regardless of method of submittal. If hand delivering or mailing, submit one (1) unbound original (the "hard copy") and one (1) electronic copy (either CD or Flash Drive) of the following documents:

X	Tab #	Documents Required in Submittal	Attachments
	1	Form of Bid	A
	2	Bid Fee Sheet (including acknowledgement of Addenda & HUD Form)	B
	3	Bid Bond	C
	4	Bidder's Certification	D
	5	Section 3 Explanation	E
	6	Low-Income Resident Hiring Plan	F
	7	List of Past Performance/Experience/Client Information	G
	8	List of Subcontractors/Joint Venture Information	H
	9	Copy of Business License	-
	10	Copy of Insurance Certificate	-
	11	Copy of Workman's Compensation Certificate	-
	12	Contractor Profile Form	I
	13	Vendor Registration Forms & W-9	J
	14	HUD Forms	K
	15	Wage Decision/Certified Payroll Report/Davis Bacon Act Federal Poster	L
	16	Non-Collusion Affidavit	M
	17	Specifications/Statement of Work	N

Stark Metropolitan Housing Authority

INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment B

BID FEE SHEET

B1.0 The bids provided are all-inclusive of all related costs that the successful bidder(s) will incur to provide the noted services. The Bidder is responsible for providing firm fixed costs as specified below.

If the Bidder is awarded a contract as a result of this solicitation, this Bid Fee Sheet will be part of the contract. The completion of this Bid Fee Sheet is no guarantee of a contract or the award of any services.

The Agency reserves the right to add or delete properties.

Provide pricing for one to 12 properties in the Bid Table below. Each property will be evaluated separately, and an award will be made to the lowest, responsible, and responsive bidder per property. The Agency reserves the right to award all properties to one contractor if that contractor is the low responsible and responsive bidder for each property.

Bid Table

Location	Bid (Labor & Materials fully burdened)
125 E. Simpson St. Apt. #103 Alliance, Ohio 44601	\$
815 E. Lincoln Way Apt. #101 Massillon, Ohio 44646	\$
560 Park St. N.W. Apt. #602 Navarre, Ohio 44642	\$
560 Park St. N.W. Apt. #604 Navarre, Ohio 44642	\$
6757 Stream Ave. N.E. Canton, Ohio 44721	\$
350 S. Arch St. Apt. #404 Alliance, Ohio 44601	\$
350 S. Arch St. Apt. #405 Alliance, Ohio 44601	\$
350 S. Arch St. Apt. #505 Alliance, Ohio 44601	\$
350 S. Arch St. Apt. #513 Alliance, Ohio 44601	\$
350 S. Arch St. Apt. #605 Alliance, Ohio 44601	\$
350 S. Arch St. Apt. #608 Alliance, Ohio 44601	\$
350 S. Arch St. Apt. #712 Alliance, Ohio 44601	\$

B1.1 Discount

B.1.1.1 Discount offered for early payment: _____% if invoice paid within _____ days of properly submitted invoice as stated in the IFB.

*If left blank, maximum percentage increase will be 0%.

Stark Metropolitan Housing Authority

INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment B
BID FEE SHEET

B1.2 HUD Form Acknowledgements: The HUD Forms referenced below shall be acknowledged with a signature and date. These Forms are included herein as Attachment J. 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.

B1.2.1 Form HUD-5369 _____ Date _____

B1.2.2 Form HUD-5369-A _____ Date _____

B1.3 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.

B1.3.1 Addendum #1 _____ Date _____

B1.3.2 Addendum #2 _____ Date _____

B1.3.3 Addendum #3 _____ Date _____

B1.3.4 Addendum #4 _____ Date _____

B1.3.5 Addendum #5 _____ Date _____

B1.3.6 Addendum #6 _____ Date _____

B1.4 Company Name/Contact Information

B1.5 Company Name: _____

B1.6 Address: _____

B1.7 Phone: _____

B1.8 Email: _____

Authorized Agent Signature: _____

Authorized Agent Name (Printed): _____

Stark Metropolitan Housing Authority

INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment C

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, as
PRINCIPAL, _____
and _____ as SURETY,
are held and firmly bound unto Stark Metropolitan Housing Authority, hereinafter called the "PHA",
in the penal sum of _____ Dollars, lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
accompanying bid, dated _____, for _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein
after the opening of the same, or, if no period be specified, within sixty (60) days after the said
opening, and shall within the period specified therefore, or, if no period be specified within ten
(10) days after the prescribed forms are presented to him for signature, enter into a written
contract with the PHA in accordance with the bid as accepted, and give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment
of such contract; or in the event of the withdrawal of said bid within the period specified, or the
failure to enter into such contract and give such bond within the time specified, if the Principal
shall pay the PHA the difference between the amount specified in said bid and the amount for
which the PHA may procure the required work or supplies or both, if the latter amount be in excess
of the former, then the above obligation shall be void and of no effect, otherwise to remain in
full force and virtue.

Stark Metropolitan Housing Authority

INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment C
BID BOND

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals the _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Corporate Principal)

(Business Address)

By _____ Corporate Affirm
Seal

Attest:

(Corporate Surety)

By _____ Corporate Affirm
Seal

(Power-of-Attorney for person signing for Surety Company must be attached to bond.)

Stark Metropolitan Housing Authority

INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment C
BID BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____ Secretary of the corporation named as Principal in the within
bond, that _____, who signed the said
bond on behalf of the Principal was then _____ of said corporation; that I know
his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and
attested to for in behalf of said corporation by authority of its governing body.

_____ (Corporate Seal)

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment D

BIDDER'S CERTIFICATION

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

- D1.0 He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended, or otherwise prohibited from contracting with any Federal, State, or Local agency,
- D2.0 Items for which Bidders were provided herein will be delivered as specified in the bid,
- D3.0 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.,
- D4.0 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's,
- D5.0 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,
- D6.0 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,
- D7.0 Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
- D8.0 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 quoting, 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 all statements in said bid are true,
- D9.0 He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended, 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,

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment D
BIDDER'S CERTIFICATION

D10.0 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: _____

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment E
SECTION 3 EXPLANATION

E1.0 Be aware that the Agency previously conducted Invitation for Bids (IFB) 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, the U.S. Department of Housing and Urban Development (HUD) recently 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. NOTE: Please see attached to this IFB, Attachment G, Low-income Resident Hiring Plan, which the successful bidder(s) will be required to execute and abide by.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment F

Contractor: _____

LOW-INCOME HIRING PLAN

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 . . ."

F1.1 We hereby agree to satisfy the requirements of the Agency's Low-income Hiring Plan by one or both of the following methods:

F1.1.1 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:

Low-income Hiring Plan Table

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

F1.1.2 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:

F1.1.2.1 Review the Agency's listing of resident(s) who have registered, thereby declaring his/her desire to interview and accept a job;

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment F
LOW-INCOME HIRING PLAN

Contractor: _____

F1.1.2.2 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

F1.1.2. 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 Agency resident.

F1.1.2.4 Our firm hereby agrees that all Agency 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.

F1.1.2.4.1 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 the Agency the results of such testing and checks, and fully inform the Agency as to why the resident(s) were not hired.

F1.1.2.5 Further, we hereby agree to inform the Agency in writing of the following within 5 days after a new employee has been hired, including the following information:

F1.1.2.5.1 The position title;

F1.1.2.5.2 The name of the person hired;

F1.1.2.5.3 The date the Agency listing of Agency resident(s) desiring interviews were reviewed by the contractor;

F1.1.2.5.4 The name(s) of the Agency resident(s) that the contractor contacted for an interview and the date, time, and method that such contact took place;

F1.1.2.5.5 The results of the contact (specifically, did or did not the interview take place; if so, when—if not, why);

Stark Metropolitan Housing Authority

**INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment F
LOW-INCOME HIRING PLAN**

Contractor: _____

F1.1.2.5.6 Pertaining to any Agency 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

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment G

LIST OF SUBCONTRACTORS/JOINT VENTURE

G1.0 Subcontractors

G1.1 Will this project have sub-contractors? (Check One) _____ Yes _____ No

G1.1.1 If "Yes", proceed to G1.2. If "No", proceed to G2.0.

G1.2 Instructions: Please list all subcontractors (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.

G1.2.1 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

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment G
LIST OF SUBCONTRACTORS/JOINT VENTURE INFORMATION

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

G2.0 Joint Venture

G2.1 Will this project be a joint venture? (Check One) _____ Yes _____ No

G2.1.1 If "Yes", proceed to G2.2. If "No", no additional information is needed for this tab.

G2.2 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.

G2.2.1 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.

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment H

CONTRACTOR PROFILE FORM

H1.0 Instructions: Please complete the form below in its entirety. If additional space is needed, please attach a separate sheet.

Project Name: _____ **Project No.** _____

H1.1 Contractor/Business Name: _____

Business Address: _____

Telephone: (_____) _____ - _____ **Fax:** (_____) _____ - _____

Federal Tax ID #: _____ **State Tax ID #:** _____

H1.1.1 Will any work be subcontracted out? Yes _____ No _____

If yes, to whom?

(1) _____ (2) _____

(3) _____ (4) _____

(5) _____ (6) _____

H1.2 Person(s) authorized to sign (certify) Payroll Reports:

(1) _____

(2) _____

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment H
CONTRACTOR PROFILE FORM

H1.3 Identify work classification(s), base wage payment and total wage for everyone 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)

H1.3.1 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.#: _____

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment H
CONTRACTOR PROFILE FORM

(B) _____ paid directly (with the paycheck) 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. #: _____

H1.4 Is this a sole proprietorship or partnership business? Yes _____ No _____

By signing below, Offeror certifies that the above information is correct:

Owner/Principal Officer Name (Please Print)	Signature	Date
--	-----------	------

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment I

LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

11.0 Instructions: The Bidder's shall submit three (3) former or current clients, preferably clients other than Stark Metropolitan Housing Authority (SMHA), for whom the Offeror has performed similar or like services to those being proposed herein.

12.0 List of Past Performance/Experience/Client Information

12.1 Client #1

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

12.2 Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment I
LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

12.3 Client #3

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

13.0 Other Information (Optional): Bidder may provide additional documentation to demonstrate their experience doing the types of work required by this IFB:

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment J
NON-COLLUSION AFFIDAVIT

J.1.0 Sign Attached Non-Collusion Affidavit and return with Bid submittal.

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment J

NON-COLLUSION AGREEMENT

The undersigned offeror or agent, being duly sworn on oath, 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.

The undersigned offeror or agent 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 _____

(Month and Year)

(Name of Organization)

(Printed Name and Title of Person Signing)

(Signature)

Stark Metropolitan Housing Authority

INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation for Various Locations
Attachment K
HUD FORMS

Applicable HUD Forms Attached:

HUD-5369

HUD-5369-A

Please note that the Agency 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 Competitive Quote.

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

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, except 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) 512-2168.

(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.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

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)

INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment L
WAGE DECISION/CERTIFIED PAYROLL REPORT (CPR) WHD-347

L1.0 Attached is Wage Decision No. OH20230015 which applies to work included in this IFB. Additionally attached is CPR WHD-347 on which payroll is reported for all work performed under the resulting contract.

Stark Metropolitan Housing Authority

Superseded General Decision Number: OH20220015

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ELEC0540-010 01/31/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 27.15	10.04

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

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

SHEE0033-016 03/01/2022

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 28.84	9.42

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.

=====
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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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.

=====

END OF GENERAL DECISIO"

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. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT AND LOCATION PROJECT OR CONTRACT NO.
 PAYROLL NO. OMB No. : 1235-0008 Expires: 07/31/2024

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYING ORGANIZATION	(3) WORK CLASSIFICATION	OT, PRST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____
 I, _____ (Name of Signatory Party) _____ (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
 _____ (Contractor or Subcontractor); that during the payroll period commencing on the _____
 _____ (Building or Work) _____ 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. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
 63 Stat. 108, 72 Stat. 967; 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 (CRAFT)	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 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

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

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:

Marjorie Tyson - SMHA
Pwage@starkmha.org
330-454-8051 ext. 378
Deborah Diez- HUD
312-913-8127

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



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Marjorie Tyson - SMHA
Pwage@starkmha.org
330-454-8051 ext. 378
Deborah Diez- HUD
312-913-8127

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



INVITATION FOR BIDS (IFB) No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment M
VENDOR REGISTRATION FORMS & W-9

M1.0 If not already registered with the Agency, attach completed Vendor Registration Packet including W-9.

Stark Metropolitan Housing Authority



Vendor Packet Checklist for Contractors

Page #	Item Description	Completed? (Y/N)
1-2	Vendor Registration Forms	
3	Reference Form	
4	Payment Terms	
5	W-9	
6	Electronic Payment/Deposit Authorization <i>(Including a voided check or documentation on bank letterhead verifying bank account)</i>	
7-11	General Terms and Conditions	
Additional Required Documents		
Bureau of Workers Compensation (BWC) if you have employees		
Certificate of Insurance (COI) should read "Stark Metropolitan Housing Authority, 400 Tuscarawas Street East Canton, Ohio 44702" found in bottom left box titled "Certificate Holder"		

****Please complete and include all documents when submitting your vendor packets.***

Vendor Registration



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

DBA : _____

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

Number of Years company has been in service: _____

Number of Employees: _____

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=

Please provide Workers Comp. Certificate & Certificate of Insurance

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

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

Vendor Registration



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 <input type="checkbox"/> | Disabled Owned <input type="checkbox"/> |
| Small Business Enterprise <input type="checkbox"/> | Veteran Owned <input type="checkbox"/> |
| Women Owned (at least 51%) <input type="checkbox"/> | Section 3 Business Concern <input type="checkbox"/> |
| Minority Owned (at least 51%) <input type="checkbox"/> | |

Type of Business/Services offered: (Select all that apply; at least 1 must be selected or entered in Other)

- | | |
|--|--|
| Asphalt Repair <input type="checkbox"/> | Janitorial Services <input type="checkbox"/> |
| Cabinet Installation <input type="checkbox"/> | Landscaping Services <input type="checkbox"/> |
| Carpet Cleaning <input type="checkbox"/> | Make Ready: Vacancy Prep Unit <input type="checkbox"/> |
| Concrete Repair <input type="checkbox"/> | Masonry <input type="checkbox"/> |
| Construction Management <input type="checkbox"/> | Moving & Packing <input type="checkbox"/> |
| Construction: Exterior Renovation <input type="checkbox"/> | Mowing Services <input type="checkbox"/> |
| Construction: Interior Renovation <input type="checkbox"/> | Painting & Painting Supplies <input type="checkbox"/> |
| Construction: New <input type="checkbox"/> | Plumbing <input type="checkbox"/> |
| Construction: Repair <input type="checkbox"/> | Roofing <input type="checkbox"/> |
| Demolition <input type="checkbox"/> | Siding <input type="checkbox"/> |
| Elevators <input type="checkbox"/> | Skills/Unskilled Labor <input type="checkbox"/> |
| Fire Suppression and Inspection <input type="checkbox"/> | Waste Removal <input type="checkbox"/> |
| Flooring <input type="checkbox"/> | Water Repair Restoration <input type="checkbox"/> |
| Hazardous Materials Removal <input type="checkbox"/> | Consulting (Various) <input type="checkbox"/> |
| HVAC <input type="checkbox"/> | ADA Compliance <input type="checkbox"/> |
| Extermination <input type="checkbox"/> | |
| Architecture/ Engineering <input type="checkbox"/> | Type: _____ |

Other: (Not listed above or explanation)

Vendor Registration



References: (Must enter 3 Professional References)

Please provide references of work performed for other customers within the last 12 months

Company:		Contract/Job Amount:
Contact Name:		
Phone:		Work Performed:
Physical Address:		
Email:		

Company:		Contract/Job Amount:
Contact Name:		
Phone:		Work Performed:
Physical Address:		
Email:		

Company:		Contract/Job Amount:
Contact Name:		
Phone:		Work Performed:
Physical Address:		
Email:		

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 200.317 -200.326
- HUD Procurement Handbook 7460.8 REV2
- SMHA's Procurement Policy and Procedures

Stark Metropolitan Housing Authority

Payment Terms

Dear SMHA Vendor:

It is Stark Metropolitan Housing Authority's (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."

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 payment until all required Davis Bacon documents have been received and verified.

Following is an example of purchasing and payment process at SMHA. First, when appropriate, vendor provides an estimate or quote. Quote can be verbal or in writing depending on scope and anticipated dollar amount of goods and or services. Once estimate / quote process been received, SMHA staff depending on value must prepare a purchase order (PO) for approval. Next, approved PO number provided to vendor by appropriate SMHA staff. Vendor coordinates delivery of goods or services with appropriate SMHA staff. Appropriate SMHA staff verifies delivery and quality of services and or goods provided by vendor. Vendor can now prepare an invoice. Invoice date must be on or after date of delivery of goods. If vendor provides services or a combination of services and goods, invoice date must be on or after appropriate SMHA staff verifies quality of services and or goods provided by vendor.

Vendor must submit invoice electronically to invoices@starkmha.org or mail to 400 Tuscarawas Street East, 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.

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 Tuscarawas Street East, Canton, Ohio 44702, Attention Accounts Payable.

Signature: _____ Date: _____

STARK METROPOLITAN HOUSING AUTHORITY
Electronic Payment/Deposit Authorization

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.

Internal: SMHA staff are not to complete this document on behalf of any property owner, vendor and/or contractor.

Stark Metropolitan Housing Authority General Terms and Conditions

The following General Terms and Conditions shall be applicable to all Purchase Orders issued by Stark Metropolitan Housing Authority (SMHA). Vendor is the party providing goods and/or services to SMHA pursuant to this Purchase Order. The parties to this Agreement expressly intend to create an independent contractor relationship. The parties further agree that the conduct and control of the work to be performed will lie solely with the Vendor. Neither Vendor, its employees, servants, or agents is an agent or employee of SMHA for any purpose, and no partnership, joint venture, employment, principal-agent, trust, or other relationship is created by this Agreement. In no event shall either party have the right or power, either express or implied, on behalf of the other party or otherwise to bind the other party in any way whatsoever.

CHANGES: No change in any of the terms, conditions, price, quantity, or specifications of this order will be effective without the prior written consent of SMHA. **PACKING:** No boxing, crating, or other handling charges will be allowed unless otherwise specified herein. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific written, email acceptable, authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route through the cheapest common carrier, and to bill SMHA as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. SMHA reserves the right to refuse COD shipments. **DELIVERY:** For any exception to the delivery date specified on this order, Vendor shall give prior notification and obtain written, email acceptable, approval thereto from SMHA's Purchasing Division. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver on time. The acceptance by SMHA of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. Delivery shall be made Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. No Saturday, Sunday or holiday delivery shall be made without written, email acceptable, approval. **REJECTION:** All goods or materials purchased herein are subject to approval by SMHA. Brand products quoted or specified shall not be substituted without SMHA's written, email acceptable, prior approval. Any rejection of goods or material resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by SMHA or returned, will be at Vendor's risk and expense. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein. **ASSIGNMENTS:** This Purchase Order may not be assigned without the prior written consent, email acceptable, of SMHA. Provisions of monies due under this Contract shall only be assignable with prior written consent, email acceptable, of SMHA. Any subcontract shall impose the terms and conditions of this Purchase Order on the subcontractor. **INFRINGEMENTS:** Vendor agrees to, identify, defend, and save harmless SMHA against all claims for patent, trademark, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered on this Purchase Order, and to assume all expense and damage arising from such claims. **AMENDMENTS:** Any amendments, modifications, extensions, or renewals of this Agreement must be made in writing and signed by Vendor and SMHA. **NONWAIVER BY ACCEPTANCE OF VARIATION:** No acceptance of nonconforming goods or services shall be deemed a waiver by SMHA of a breach thereof as to any particular transaction or occurrence. **WARRANTIES:** Vendor warrants articles supplied under this order conform to specifications herein, will be free from any defects in material, design or workmanship and are fit for the purpose for which such goods are ordinarily employed, however if a special condition, or

Stark Metropolitan Housing Authority General Terms and Conditions

particular purpose is stated, the material must also fit that condition or purpose. Furthermore, Vendor warrants that no services, products or supplies provided for under this Purchase Order will infringe upon the intellectual property rights of any third party. Vendor shall indemnify SMHA fully for any loss, direct damages, and claims by third parties based on a breach, whether actual or perceived, of any warranty contained herein. Vendor shall extend all warranties it receives from suppliers to SMHA. **PAYMENT, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment, nor will the period of computation for cash discount commence until receipt of a properly completed invoice of invoiced items are received and approved for payment. Per 2 CFR Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, SMHA is not permitted to incur with Federal Funds late fees, fines, penalties, and service charges. **TAXES:** SMHA, a political subdivision of the State of Ohio, is exempt from property, sales and use taxes. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims of encumbrances of any kind. **RISK OF LOSS:** Regardless of FOB Point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein occurring before delivery, and such loss shall not release Vendor from any obligation hereunder. **PRICES:** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower. If this order is for indefinite quantity, indefinite delivery, the price shall be firm for a period of one-year from the date the Purchase Order is issued. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Vendor warrants prices charged SMHA are not more the prices based on Vendor's catalog or published price list of commercial items sold in substantial quantities to the general public. **ACCEPTANCE:** This order expressly limits acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Vendor are objected to and are hereby rejected, unless otherwise provided in writing, email acceptable, by SMHA. **NON-WAIVER OF RIGHTS:** If either party does not seek compensation for breach or insist upon strict performance of any provision of this Contract, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision. Failure of SMHA to take any action or assert any right hereunder shall not be deemed a waiver of such right. **LAW AND VENUE:** This Purchase Order shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Ohio, regardless of conflicts of laws principles. Should any portion of the Purchase Order be found unenforceable due to statute or administrative or judicial decision, the operation or effect of the remaining provisions shall continue unaffected. Venue for any claim or dispute arising under this Purchase Order shall be in a court of competent jurisdiction located in Stark County, Ohio. Vendor consents to and expressly accepts the personal jurisdiction of such court. **EXAMINATION AND RETENTION OF VENDOR'S RECORDS:** a.) SMHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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 Vendor agrees to include in first-tier subcontracts under this Purchase Order a clause substantially the same as in paragraph a) above. "Subcontract," as used in this clause, excludes purchase orders less than \$10,000. c.) The periods of access and examination in paragraphs (a) and (b) above for records relating to litigation or settlement of claims arising from the performance of this Purchase Order, or costs and expenses of this Purchase Order to which SMHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation claims, or

Stark Metropolitan Housing Authority General Terms and Conditions

exceptions. **NON-DISCRIMINATION:** In accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C., sec. 2000d – 42 U.S.C. sec 2000d-4, and the relevant federal regulation adopted pursuant to Title VI, the Vendor shall not discriminate against any company, subcontractor, employee, or other person on the grounds of race, color, sex, or national origin under any project, program, or activity supported by this Contract. **EEO REQUIREMENTS:** Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled ‘Equal Employment Opportunity,’ as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and agrees that the equal opportunity clause contained therein is incorporated in this Contract by this reference.

INDIVIDUALS WITH DISABILITIES: Vendor certifies that it will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. sections 793 and 794, as amended, and with the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., regarding its programs, services, activities, employment practices. The Vendor agrees that the Affirmative Action Clause of section 503 of the Rehabilitation Act is incorporated herein by this reference. **OSHA:** Vendor agrees to comply with the conditions of all applicable federal and state occupational and/or industrial safety and health acts, such as the Federal Occupational Safety and Health Act of 1970 (OSHA), the Ohio Revised Code, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless SMHA from all damages assessed against SMHA as a result of Vendor’s failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply. **PREVAILING WAGES:** For federally funded Purchase Orders where Vendor will be performing work subject to prevailing wage requirements, Vendor shall pay its workers not less than the prevailing wage rates and shall comply with the following regulations: (a.) The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3); (b.) The Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by Department of labor regulations (29 CFR part 5); (c.) Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

CLEAN AIR AND WATER: For all contracts in excess of \$150,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **PROCUREMENT OF RECOVERED**

MATERIALS: If applicable, a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Vendor 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. Vendor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless Vendor 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 Agreement where: (1) Vendor purchases in excess

Stark Metropolitan Housing Authority General Terms and Conditions

of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, Vendor: (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. **ENERGY EFFICIENCY:** If applicable, the Vendor shall comply with all 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 of Ohio. **CONFLICT OF INTEREST:** Vendor certifies that it is in conformity with SMHA's Conflict of Interest Policy which is incorporated herein, available in full upon request, and made a term and condition of this Purchase Order. **INDEMNIFICATION:** Vendor agrees to at all times defend, indemnify, and hold harmless SMHA and its Board of Commissioners, Subsidiaries, Affiliates, directors, officers, agents, servants, and employees from and against any and all claims, actions, causes of actions, liabilities, losses, damages, costs, expenses, judgments or liens, including attorneys' fees, arising from bodily or personal injury, sickness, disease, death, or injury to property of any party arising directly or indirectly from, or in any way relating to, Vendor's supplying of goods and/or performance of the work whether caused in whole or in part by Vendor, its officers, employees, contractors, subcontractors, agents, or anyone for whose acts the Vendor may be liable. In any and all claims against SMHA, its Board of Commissioners, Subsidiaries, Affiliates, directors, officers, agents, servants, or employees by any employee or agent of the Vendor or anyone for whose acts the Vendor may be liable, the indemnification obligation shall not be limited in any way by the limitation, if any, on the amount or type of damage compensation or benefits payable by or for the Vendor under workers' compensation, disability benefits, or other employee benefits provided by law. The provisions of this section will survive the expiration or earlier termination of this Purchase Order. **LIMITATION OF LIABILITY:** SMHA shall not be liable for any indirect, incidental or consequential loss or damage of any kind including, but not necessarily limited to, lost profits. **DAMAGES:** Vendor is liable to SMHA for all actual and direct damages caused by Vendor's default. In the event Vendor fails to provide items or services as provided for hereunder, SMHA may substitute the items or services from a third party. SMHA may recover the costs associated with acquiring substitute items or services, less any expense or costs saved by Vendor's default, from the Vendor. **INSURANCE:** Except when the Purchase Order is for goods only (no services) and Vendor will not enter onto SMHA property to complete performance (a) Vendor shall maintain, at its sole expense, prior to commencing performance and throughout the term of the Purchase Order, the following insurance: (i.) Comprehensive Commercial General Liability Insurance with bodily injury and property damage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The coverage must extend to the completed operations of the Vendor; (ii.) Automobile Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit per accident; (iii.) Workers' Compensation Insurance which meets Ohio statutory requirements; and (iv.) Employer's Liability Insurance in the amount of \$500,000 each accident and \$500,000 each disease. (b) Other than Workers' Compensation and Employer's Liability insurance, all such policies shall name the Stark Metropolitan Housing Authority as an additional insured and shall state that Vendor's insurance is primary and non-contributory in favor of the Stark Metropolitan Housing Authority. **NOTE: THE APPROPRIATE POLICY ENDORSEMENT MUST BE INCLUDED WITH THE CERTIFICATE OF INSURANCE.** (c) Prior to commencing the work, Contractor shall provide certificates of insurance evidencing the required coverage and shall submit such certificates for approval to the Stark Metropolitan Housing Authority, 400 Tuscarawas Street East, Canton OH 44702 or by email to invoices@starkmha.org. **COPYRIGHT, PATENTS, RIGHTS IN DATA:** To the extent practicable, SMHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for SMHA and HUD purposes, including but not limited to, commercial exploitation (a) the copyright or patent in any work developed or discovered in the performance of Services under this Purchase Order, and (b) any rights of copyright or patent to which Vendor purchases ownership with funds awarded pursuant to this Purchase Order for the purpose of meeting the objective of

Stark Metropolitan Housing Authority General Terms and Conditions

this Purchase Order; and (c) SMHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all other information, materials and documents discovered or produced by Vendor pursuant to the terms of this Purchase Order, including but not limited to reports, memoranda, drawings or letters concerning the research and reporting tasks of this Agreement. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and one of the parties wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. **TERMINATION:** SMHA may terminate this Purchase Order in whole, or from time to time in part, for SMHA’s convenience at any time if it deems the Purchase Order to no longer be in SMHA’s best interests, for lack of funding, for the failure of Vendor to fulfill any obligation hereunder, or for other good cause. SMHA shall terminate by delivering to Vendor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Vendor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to SMHA all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process. If the termination is for the convenience of SMHA, SMHA shall be liable only for payment for services rendered before the effective date of the termination. If termination is due to Vendor’s failure to fulfill obligations of this Purchase Order, SMHA may (1) require Vendor to deliver to it, in the manner and to the extent directed by SMHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and Vendor shall be liable for any additional cost incurred by SMHA; and (3) withhold any payments to Vendor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to SMHA by Vendor. Any dispute shall be decided by the Contracting Officer.

Signature

Date

Small Purchase (Competitive Quote) No. 02092023RA
Walk-in Shower Installation at Various Locations
Attachment N
SPECIFICATIONS/SCOPE OF WORK

N1.0 See Specifications Walk-in Shower Installations attached. Note: Scopes of Work for each address are in the same order as seen in Bid Table on Attachment B BID FEE SHEET; each Scope of Work attached consists of three pages.

See below is the order of addresses for each Scope of Work attached:

125 E. Simpson St. Apt. #103 Alliance, Ohio 44601
815 E. Lincoln Way Apt. #101 Massillon, Ohio 44646
560 Park St. N.W. Apt. #602 Navarre, Ohio 44642
560 Park St. N.W. Apt. #604 Navarre, Ohio 44642
6757 Stream Ave. N.E. Canton, Ohio 44721
350 S. Arch St. Apt. #404 Alliance, Ohio 44601
350 S. Arch St. Apt. #405 Alliance, Ohio 44601
350 S. Arch St. Apt. #505 Alliance, Ohio 44601
350 S. Arch St. Apt. #513 Alliance, Ohio 44601
350 S. Arch St. Apt. #605 Alliance, Ohio 44601
350 S. Arch St. Apt. #608 Alliance, Ohio 44601
350 S. Arch St. Apt. #712 Alliance, Ohio 44601

Stark Metropolitan Housing Authority



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 125 E. Simpson St. Apt. 103
Alliance, OH 44601

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/1/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

**This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.**



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Framer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in concrete floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 815 E. Lincoln Way Apt. #101
Massillon, OH 44646

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/1/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bath tub	1.00 EA
4. Carpenter - General Framer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in concrete floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 560 Park St. NW Apt.#602
Navarre, OH 44662

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/1/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Frammer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in concrete floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Bath Tub
Property: 560 Park St. NW Apt. #604
Navarre, OH 44662

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 12/6/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RABATHTUB

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION

QTY

1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Frammer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install 60x30 walk in bath tub	1.00 EA
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:

Labor Minimums Applied

DESCRIPTION

QTY

RABATHTUB

12/6/2022

Page: 2



CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 6757 Stream Ave. NE
Canton, OH 44721

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/2/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Framer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	12.00 HR
Rework plumbing/drains in floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 350 South Arch St. Apt. 404
Alliance, OH 44601

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/2/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Framer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in concrete floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 350 South Arch St. Apt. 405
Alliance, OH 44601

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/1/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

**This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.**



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Framer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in concrete floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain Model #: APFSC66NW	1.00 EA
19. Install Freedom Handheld Shower Kit with Glide Bar Model #: APFHHGBLS	1.00 EA

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 350 South Arch St. Apt. 505
Alliance, OH 44601

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/2/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Framer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in concrete floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 350 South Arch St. Apt. 513
Alliance, OH 44601

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/2/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Framer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in concrete floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 350 South Arch St. Apt. 605
Alliance, OH 44601

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 11/1/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Framer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in concrete floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain Model #: APFSC66NW	1.00 EA
19. Install Freedom Handheld Shower Kit with Glide Bar Model #: APFHHGBLS	1.00 EA

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 350 S. Arch St. Apt. 608
Alliance, OH 44601

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 12/6/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Frammer - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:

Labor Minimums Applied

DESCRIPTION	QTY
RASHOWER	



CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:



Stark Metropolitan Housing Authority

Client: RA Shower
Property: 350 S. Arch St. Apt. #712
Alliance, OH 44601

Cellular: (330) 324-5405

Operator: CSAMSA

Estimator: Chuck Samsa
Company: Stark Metro Housing Authority

Type of Estimate:

Date Entered: 12/6/2022

Date Assigned:

Price List: OHCA8X_NOV22

Labor Efficiency: Restoration/Service/Remodel

Estimate: RASHOWER

This project is subject to prevailing wages.
Contractor is responsible for verifying all measurements.
Area must be clean and free of all debris at the completion of the job.
Contractor is responsible for any permits or inspections.



RASHOWER

RASHOWER

DESCRIPTION	QTY
1. Remove Tub surround - up to 60 SF	1.00 EA
2. R&R Shower faucet	1.00 EA
3. Remove Bathtub	1.00 EA
4. Carpenter - General Framing - per hour	3.00 HR
Install adequate blocking in walls for grab bars.	
5. Install Freedom Accessible Shower model APF6030BF5P (or equivalent)	1.00 EA
Install Freedom Accessible shower 60"x31". Model APF6030BF5P	
Contractor to verify whether it is a left hand or right hand drain.	
6. Plumber - per hour	16.00 HR
Rework plumbing/drains in floor to accept new Freedom Accessible Shower base.	
7. Caulking - silicone	6.00 LF
Caulk along shower base and new flooring with a silicone caulk to prevent water from going under the new flooring.	
8. R&R Ball valve - brass - up to 1/2"	2.00 EA
Install new hot/cold water shut off valves.	
9. R&R Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00 EA
10. R&R Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA
11. R&R Shower curtain rod	1.00 EA
12. Seal/prime then paint the surface area twice (3 coats)	150.00 SF
Paint all bathroom walls with SMHA White to match existing color.	
13. R&R 1/2" water rock - hung, taped, floated, ready for paint	20.00 SF
14. Toilet - Detach & reset	1.00 EA
15. Vinyl plank flooring - High grade	30.00 SF
Flooring to be Smartcore: Burbank Oak in color	
16. R&R Vinyl - metal transition strip	3.00 LF
17. R&R Cove base molding - rubber or vinyl, 4" high	20.00 LF
18. Install Freedom Premium nylon weighted shower curtain	1.00 EA
Model #: APFSC66NW	
19. Install Freedom Handheld Shower Kit with Glide Bar	1.00 EA
Model #: APFHHGBLS	

NOTES:



Labor Minimums Applied

DESCRIPTION	QTY
20. Toilet & bath accessory labor minimum	1.00 EA
21. Finish hardware labor minimum	1.00 EA
22. Vinyl floor covering labor minimum	1.00 EA
23. Drywall labor minimum	1.00 EA

NOTES:
