

**INVITATION FOR BID
FOR
KITCHEN REMODEL & APPLIANCES**

**STARK METROPOLITAN
HOUSING AUTHORITY**

IFB #OH018 04012016-C14

Prepared by:

Procurement & Contracting Department

The Stark Metropolitan Housing Authority

400 East Tuscarawas Street

Canton, Ohio 44702

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INTRODUCTION

The Agency

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

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

The Invitation for Bids (IFB)

The Stark Metropolitan Housing Authority and its affiliated entities are seeking sealed bids from qualified service providers with demonstrated competence and experience to provide **pavement improvements** for various SMHA properties.

The Invitation for Bids can be obtained online at www.starkmha.org; or by contacting the SMHA Procurement & Contracting Department at bids@starkmha.org.

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

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

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

**IFB# OH018 04012016-C14
Due Date and Time: April 25, 2016, 2:00 PM (EST)**

Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening. After evaluation of the responses, the Contract will be awarded to the most responsible/responsive Bidder(s) representing the "Best Value" to SMHA. The resulting Contract may be funded through Section 3 covered assistance and as such will be subject to Section 3, 24 CFR Part 135. SMHA and its affiliated entities reserve the right to reject any and all submissions.

Notice: Contact with members of SMHA Board of Commissioners, or SMHA officers and employees other than the contact person shown above, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful Bidder(s) could result in disqualification of your bid. In fairness to all prospective Bidder(s) during the IFB process, if SMHA meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no Bidder has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the IFB, or possible personal presentations after written qualifications have been received and evaluated.

IFB INFORMATION AT A GLANCE

SMHA CONTACT PERSON	Procurement & Contracting Manager bids@starkmha.org
HOW TO OBTAIN THE IFB DOCUMENTS	1. Access: www.starkmha.org 2. Email Request to: Procurement & Contracting Department bids@starkmha.org 3. In Person at: 400 E. Tuscarawas St. Canton, OH 44702 (\$75.00 print fee)
HOW TO FULLY RESPOND TO THIS IFB	Submit 1 unbound original ("hard copy") and 1 electronic copy (CD) of your bid to SMHA Procurement & Contracting Department in the format as described under Section 5.0, Bid Format. Use the submittal checklist (Form of Bid- Attachment B) on page 29.
DATE ISSUED	April 5, 2016
Pre-Bid Meeting	April 13, 2016 at 10:00 AM (EST) 400 E. Tuscarawas St. Canton, OH 44702 RSVP's are requested for space reservation
Q&A DEADLINE	April 18, 2016 by 12:00 PM (EST)
BONDING REQUIREMENTS	Bid Bond: 5% of the Bid Price (included with the Bid Submittal) Payment & Performance Bond: 100% of the contract price, <u>upon contract execution.</u>
BID SUBMITTAL RETURN & DEADLINE	April 25, 2016 by 2:00 PM (EST) SMHA Procurement & Contracting Department 400 E. Tuscarawas St. Canton, OH 44702
ANTICIPATED AWARD DATE	Late April/Early May 2016

INVITATION FOR BIDS

1.0 **GENERAL INFORMATION:**

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

2.0 **SMHA'S RESERVATION OF RIGHTS:**

- 2.1 SMHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by SMHA to be in its best interest.
- 2.2 SMHA reserves the right not to award a contract pursuant to this IFB.
- 2.3 SMHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 14 days written notice to the successful Bidder(s).
- 2.4 SMHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.
- 2.5 SMHA reserve the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without written consent from SMHA.
- 2.6 SMHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids that offering alternate or non-requested services.
- 2.7 SMHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.
- 2.8 SMHA reserves the right to, at any time during the IFB or contract process, prohibit any further participation by a Bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform SMHA in writing within five (5) days of the discovery of any item that is issued thereafter by

SMHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SMHA, but not prospective Bidders, of any responsibility pertaining to such issue.

- 2.9** SMHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA's website (www.starkmha.org) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.10** In the case of rejection of all bids, SMHA reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgement of SMHA, the best interest of SMHA will be promoted.
- 2.11** SMHA reserves the right to, without liability; cancel the award of any bid(s) at any time before execution of the contract documents by all parties.
- 2.12** SMHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to SMHA, if:
 - 2.12.1** Funding is not available
 - 2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
 - 2.12.3** SMHA's requirements in good faith change after award of the contract, documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA's website (www.starkmha.org) and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.13** SMHA reserves the right to make an award to more than one proposer, if in the judgement of SMHA, the best interest of SMHA will be promoted.
- 2.14** SMHA reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by SMHA within two (2) days or written request.
- 2.15** SMHA reserves the right to amend the contract any time prior to contract execution.
- 2.16** SMHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 2.17** SMHA reserves the right to contact any individuals, entities, or organizations that have had business relationships with the proposer regardless of their inclusion in the reference section of the proposal submitted.
- 2.18** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, SMHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim service and/or cover the difference of a higher cost (difference between terminated Contractor's rate and the new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 2.19** SMHA reserves the right to award all, part, or none of the materials and/or services specified in this IFB as determined to be in the best interest of SMHA.

3.0 **GENERAL CONDITIONS:**

- 3.1 The Contractor(s) shall provide labor and materials for **kitchen remodel and appliances** per the enclosed specifications/statement of work (**see Attachment A**).
- 3.2 **Regulatory:** Contractor(s) shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB.
- 3.3 **Misclassification of Employees as Independent Contractors:** Per the United States Department of Labor Requirements, as detailed in *Administrator's Interpretation No. 2015-1*, when using Federal Funds, it is necessary to assure all employees are classified correctly and paid accordingly. Misclassification creates an unfair advantage in favor of those employers who are not properly classifying their workers and results in lower tax revenue for the government. To ensure correct classifications, wages and tax revenues are paid and reported any documentation submitted to SMHA indicating or suspected to indicate an Independent Contractor or Contractor using an IRS1099 Form shall be further investigated by SMHA. It shall be the burden of the Contractor to provide any documentation requested by SMHA. For more information on the Misclassification of Employees as Independent Contractors please visit: www.dol.gov/whd/workers/misclassification/.
- 3.4 **Licensing:** Contractor(s) shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.
- 3.5 **Bid Prices:** Bidders are advised that the Fees shall be all inclusive and fully burdened to accomplish the work as specified in this IFB and any resulting contract.
- 3.6 **Contractor(s) will be required to prepare and submit monthly reports on Section 3.** Contractor(s) shall utilize Section 3 residents and businesses as defined to perform the requirements under this bid to the greatest extent feasible and shall document such efforts monthly (when applicable).
- 3.7 **Contractor(s) shall provide at Contractor's own expense all equipment, labor, materials, supplies, and tools to perform all the services required under this IFB and any resulting contract.**
- 3.8 **Contractor(s) shall perform criminal history checks and drug screening tests on all employees performing work under this IFB and any resulting contract and if requested provide summaries of the results to SMHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this IFB or any resulting contract. Contractor(s) is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor(s).**
- 3.9 **Liquidated Damages:** For each day that performance under a contract resulting from this IFB is delayed beyond the time specified for completion, the successful Bidder(s) shall be liable for liquidated damages in the amount of \$100.00 per day. However, the timeframe for performance may be adjusted at SMHA's discretion in writing and received by the successful Bidder(s) prior to default under any resulting contract.

- 3.10 If any employee of the Contractor(s) is deemed unacceptable by SMHA, Contractor(s) shall immediately replace such personnel with a substitute acceptable to SMHA.
- 3.11 Contractor(s) shall provide uniforms and ID badges for all employees working on SMHA's properties. No employee will be allowed on SMHA's properties out of uniform and without an ID badge.

4.0 **CONDITIONS TO BID:**

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

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

- 4.2.1 Prior to submitting a bid in response to this IFB, it shall be each prospective Bidder's responsibility to examine carefully and, as may be required, properly completed all documents issued pursuant to this IFB.
- 4.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- 4.2.3 Catalogs, brand names or manufacturer's references are provided for descriptive purposes only and indicates the type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than references, bid submittal shall show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of products offered must be included in the bid submittal. Failure to take exception to specifications will require Contractor(s) to furnish specified brand names, numbers, etc.

4.3 **Submission and Receipts by SMHA:**

- 4.3.1 **Time for Receiving Bids:** Bids received prior to the bid submittal deadline shall be securely kept, unopened, by SMHA. The Procurement & Contracting Manager. Whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered.
 - 4.3.1.1 Bidders are cautioned that any bid submittal that is time stamped as being received by SMHA after the exact time set as the deadline for receiving of bids shall not be considered. Any such bids inadvertently opened shall be ruled to be invalid. No responsibility will attach to SMHA or any official or employee thereof, for the pre-opening of, or failure to open a bid not properly addressed and identified.

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

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

IFB# OH018 004012016-C14

Due Date and Time: April 25, 2016, 2:00 PM (EST)

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

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

4.4 Exceptions to Specifications:

- 4.4.1** A prospective Bidder may take exception to any of the bid documents or any part of the information contained therein, by submitting, in writing to SMHA, at least seven (7) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must be included. SMHA reserves the right to agree with prospective Bidder and issue a revision to the applicable requirements, or may reject the prospective Bidder’s request.
- 4.4.2** When taking exception, prospective Bidders must propose services that meet the requirements of the IFB documents. Exceptions to the specifications and/or approved “equal” requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by SMHA officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 BID FORMAT:

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

failure to open and consider that bid, and may, at the discretion of SMHA, eliminate that Bidder from consideration or award.

- 5.2 Required Forms:** All required forms furnished by SMHA as a part of this IFB shall, as instructed, be fully completed and submitted by the Bidder. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the Bidder must “edit” the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).
- 5.3 Tabbed Bid Submittal:** SMHA intends to retain the successful Bidder pursuant to a “Best Value” basis, not a “Low Bid” basis. Therefore, so that SMHA can properly evaluate the bids received, all bids submitted in response to this IFB shall be formatted in accordance with the sequence noted below (Tab 1 to Tab 13). **Do not omit any tabs, if the information requested does not apply please put “Not Applicable” under the accompanying tab in the submittal. FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL FROM CONSIDERATION FOR AWARD.**

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

- 5.3.1 TAB 1 FORM OF BID:** This Form is attached hereto as **Attachment B** to this IFB document. This one-page Form shall be fully completed, executed where provided, and submitted under this tab as part of the bid submittal.
- 5.3.2 TAB 2 BID FEE SHEET:** This Form is attached hereto as **Attachment C** to this IFB document. This Form shall be fully completed, including acknowledgement of addendum/HUD Forms, and submitted under this tab as a part of the bid submittal.
- 5.3.3 TAB 3 BID BOND:** For construction contracts exceeding \$25,000.00 Bidders shall be required to submit a bid guarantee equivalent to 5% of the bid price. SMHA’s Bid Bond Form (**Attachment D**) shall be fully completed, executed where provided there on and submitted under this tab as a part of the bid submittal.
- 5.3.4 TAB 3 BIDDER’S CERTIFICATION FORM:** This Form is attached hereto as **Attachment E** to this IFB document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
- 5.3.5 TAB 5 SECTION 3 DOCUMENTATION:**
- 5.3.5.1 Section 3 Clause:** All Bidders are required to review and fully execute the Section 3 Clause (**Attachment F**).
- 5.3.5.2 Section 3 Business Self-Certification (Optional):** This Form attached hereto as **Attachment G** is optional and only should be filled out by those businesses wanting to register as a Section 3 Business. Additional documentation may be requested by SMHA to verify information submitted on the Section 3 Business Self-Certification Form.
- 5.3.6 TAB 6 SMALL BUSINESS (SWMBE) UTILIZATION PLAN:** This Form is attached hereto as **Attachment H** to this IFB document and must be fully completed, executed

where provided thereon, if applicable, and submitted under this tab as a part of the bid submittal. The Bidder shall include hereunder a plan to assist SMHA in its goal to establish participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in SMHA prime contracts and subcontracting opportunities. Contractors must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. If compliance cannot be obtained, the Bidder is required to provide written documentation with the bid as to why he/she could not obtain such participation.

- 5.3.7 TAB 7 LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION:** This Form is attached hereto as **Attachment I** to this IFB document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the bid submittal. The Bidder must submit under this tab a concise description of past performance, experience and client information in performing similar contract work substantially similar to that required by this solicitation. The Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder has performed similar or like services to those being proposed herein.
- 5.3.8 TAB 8 LIST OF SUB-CONTRACTORS/JOINT VENTURE INFORMATION:** The Bidder shall identify, on the Form attached hereto as **Attachment J** 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 K**) shall be provided for each sub-contractor and/or joint venture firm. **Attachment J** and any accompanying sub-contractor/joint venture Contractor Profile Forms shall be completed and submitted under this tab as part of the bid submittal.
- 5.3.9 TAB 9 COPY OF BUSINESS LICENSE:** The Bidder shall submit a copy of their current business license. At a minimum, this shall include the Articles of Incorporation provided by the State of Ohio. Any additional licenses can also be provided under this tab (i.e. local business license, etc.)
- 5.3.10 TAB 10 COPY OF INSURANCE CERTIFICATE:** The Bidder shall submit a copy of their insurance certificate. If a Bidder receives an award and unless otherwise waived in the IFB documents, Contractor will be required to provide an original Certificate of Insurance confirming the minimum requirements of SMHA within 10 days of contract signature. The Insurance Certificate shall name SMHA as an additional insured.
- 5.3.11 TAB 11 COPY OF WORKMAN'S COMPENSATION CERTIFICATE:** The Bidder shall submit a copy of their Workman's Compensation Certificate.
- 5.3.12 TAB 12 CONTRACTOR PROFILE FORM:** This Form is attached hereto as **Attachment K** to this IFB document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
- 5.3.13 TAB 13 VENDOR REGISTRATION FORMS & W-9:** The Vendor Registration Forms are attached hereto as **Attachment L** to this IFB document. This Form must be fully completed, executed where provided, and submitted under this tab as a part of the bid

6.0 BID OPENING:

- 6.1** It is understood by all Bidders/prospective Bidders that the bids are publically opened and the results will be a matter of public record.
- 6.2.1** All bid documents submitted by the Bidders are generally a matter of public record unless information is deemed to be proprietary.
- 6.2** **Mistake in the Bid Submitted:** Unless otherwise prohibited within the IFB documents, a mistake in the unit cost pricing that does not affect the total cost sum submitted, may, at SMHA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to SMHA, for his/her review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any Bidder an advantage over another.
- 6.3** **Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at SMHA's discretion, be a reason for rejection:
- 6.3.1** If the forms furnished by SMHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
- 6.3.2** If all requested completed attachments do not accompany the bid submittal.
- 6.3.3** If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder a competitive advantage over other Bidders.
- 6.3.4** If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into contract pursuant to an award.
- 6.3.5** If the individual cost bid items submitted by a specific Bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from SMHA's cost estimate for that item.
- 6.4** **Disqualification of Bidders:** Any one or more of the following shall be considered as sufficient for disqualification of a prospective Bidder and the rejection of his/her bid:
- 6.4.1** Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Bidders for any future work with SMHA until such participant shall have been reinstated as a qualified Bidder or Bidders. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- 6.4.2** More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).
- 6.4.3** Lack of competency, lack of experience and/or lack of adequate machinery, plan and/or other resources.
- 6.4.4** Unsatisfactory performance record as shown by the past work for SMHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- 6.4.5** Incomplete work, which in the judgement of SMHA, might hinder or prevent prompt completion of additional work, if awarded.

- 6.4.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
- 6.4.7** Failure to comply with any qualification requirements of SMHA.
- 6.4.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by SMHA) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.
- 6.4.9** As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or State of Ohio and/or to be insured by a commercial general liability policy and/or workman's compensation policy and/or business automobile liability policy, if applicable.
- 6.4.10** Any reason to be determined in good faith, to be in the best interest of SMHA.

6.5 Award of Bid(s): The successful Bidder(s) shall be determined by the top-rated responsive and responsible Bidder as determined by "Best Value", provided his/her bid is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of SMHA, in the best interest of SMHA to accept the bid. SMHA reserves the right to award to multiple contractors if it is determined to be in the best interest of SMHA. SMHA reserves the right to conduct business with other companies during any contract resulting from this IFB for materials/services detailed herein, if it is determined to be in the best interest of SMHA.

7.0 INSURANCE:

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

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

8.0 RIGHT TO PROTEST:

- 8.1 Rights:** Any prospective or actual Bidder, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures.
- 8.1.1 Definition:** An alleged aggrieved “protestant” is a prospective Bidder or Bidders who feels that he/she has been treated inequitably by SMHA and wishes SMHA to correct the alleged inequitable condition or situation.
- 8.1.2 Eligibility:** To be eligible to file a protest with SMHA pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective Bidder (i.e. recipient of the IFB documents) when the alleged situation occurred. SMHA has no obligation to consider a protest filed by a party that does not meet these criteria.
- 8.1.3 Procedure:** Any actual or prospective Bidder may protest the solicitation or award of a contract for material violation of SMHA’s Procurement Policy. Any protest against a SMHA solicitation must be received before the due date for receipt of bids and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

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

APPEAL OF IFB NO. OH018 04012016-C14
Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Manager
400 East Tuscarawas Street
Canton, Ohio 44702

9.0 DISPUTES UNDER THE CONTRACT:

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

10.0 ADDITIONAL CONSIDERATIONS:

- 10.1 Required Permits and Licenses:** Unless otherwise stated in the IFB documents, all Federal, State or Local permits and licenses which may be required to provide the services ensuing from any award of this IFB, whether or not they are known to either SMHA or the Bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful Bidder(s) and all offers submitted by the Bidder shall reflect all costs required by the successful Bidder(s) to procure and provide such necessary permits or licenses.
- 10.2 Taxes:** SMHA, a governmental entity, is exempt from Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 10.3 Governmental Standards:** It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all Local, State and Federal laws concerning safety (OSHA) and environmental control (EPA and Stark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder(s) for time or monies lost due to violations of any such ordinance, code, law or regulation that may occur.
- 10.4 Delivery:** All costs submitted by the successful Bidder(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as Free on Board (FOB) Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.
- 10.4.1** The successful Bidder(s) agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Bidder. Upon default, the successful Bidder(s) agrees that SMHA may, at its option, rescind the finalized contract under the termination clause herein and seek liquidated damages as provided by law.
- 10.5 Work on SMHA Property:** If the successful Bidder's work under the contract involves operations on SMHA premises, the successful Bidder(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SMHA.
- 10.6 Estimate Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SMHA does not guarantee any minimum purchase quantity.
- 10.7 Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty including labor and installation plus a minimum of a one (1) year warranty from the Contractor for labor, materials and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by SMHA. This does not overrule the product guarantees.
- 10.7.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

- 10.7.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 10.7.3 Assignment of Warranty:** Contractor(s) shall assign any warranties and guarantees to SMHA and provide the Contractor's Warranty for Labor and Installation to SMHA along with all Manufacturers' Warranty documents.
- 10.8 Official, Agent and Employees of SMHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of SMHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 10.9 Subcontractors:** Unless otherwise stated within the IFB documents, the successful Bidder(s) may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract **without the prior written permission of SMHA**. Also, any substitution of subcontractors must be approved in writing by SMHA prior to their engagement.
- 10.9.1** "Prime" Contractor(s) shall provide completed Contractor Profile Forms (**Attachment L**), for all subcontractors being proposed to work under this IFB or any resulting contract. SMHA must review and approve, in writing, the use of all subcontractors.
- 10.9.2** All requirements for the "Prime" Contractor(s) shall also apply to any and all subcontractors. Regardless of subcontracting, the Prime Contractor(s) remain liable to SMHA for the performance under this IFB or any resulting contract.
- 10.10 Salaries and Expenses Relating to the Successful Bidder's Employees:** Unless otherwise stated within the IFB documents, the successful Bidder(s) shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder(s) further agrees to comply with all Federal, State and Local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 10.11 Independent Contractor:** Unless otherwise stated within the IFB documents or in the contract, the successful Bidder(s) is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 10.12 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 10.13 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such terms or conditions for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 10.14 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a

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

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

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

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

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

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

10.18.1 By mutual consent if both parties, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.21 Inter-local Participation:

- 10.21.1** SMHA may from time to time enter into inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance SMHA's purchasing power. At SMHA's sole discretion and option, SMHA may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.
- 10.21.2** In no event shall SMHA be considered a dealer, remarketer, agent or other representative of Contractor(s) or Entity. Further, SMHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- 10.21.3** Purchase orders shall be submitted to Contractor(s) by the individual entity.
- 10.21.4** SMHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than SMHA.

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

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

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

agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

- 10.24.1** Executive Order 11246
- 10.24.2** Executive Order 11061
- 10.24.3** Copeland "Anti-Kickback" Act (18 USC 874)
- 10.24.4** Davis Bacon Act (40 USC 276a-276a-7)
- 10.24.5** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 10.24.6** Clean Air & Water Act (42 USC 1857(h); 33 USC 1368)
- 10.24.7** Energy Policy & Conservation Act (PL 94-163. 89 STAT 871)
- 10.24.8** Civil Rights Act of 1964, Title VI (PL 88-352)
- 10.24.9** Civil Rights Act of 1968, Title VII (PL 90-284 Fair Housing Act)
- 10.24.10** Age Discrimination Act of 1975
- 10.24.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 10.24.12** HUD Information Bulletin 909-23
- 10.24.13** Immigration Reform & Control Act of 1986
- 10.24.14** Fair Labor Standards Act (29 USC 201 et. Seq.)

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

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

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

- 10.27 Contract Form:** SMHA will not execute a contract on the successful Bidder's form. Contracts will only be executed on SMHA's form. By submitting a bid, the successful Bidder agrees to this condition. However, SMHA will consider any contract clauses that the Bidder wishes to include therein, but the failure of SMHA to include such clauses does not give the successful Bidder the right to refuse to execute SMHA's contract form. It is the responsibility of each prospective Bidder to notify SMHA, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final execute contract. SMHA will consider such clauses and determine whether or not to amend the contract.
- 10.28 Force Majeure:** Neither SMHA nor Contractor(s) shall be held responsible for delays nor default caused by fire, flood, riots, acts of God or war where such cause was beyond, respectively, SMHA or Contractor's reasonable control. Contractor(s) shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.
- 10.29 Most Favored Customer:** The Contractor(s) agrees that if during the term of any resulting contract, the Contractor(s) enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting contract at SMHA's option, will be amended to afford equivalent advantage to SMHA.
- 10.30 Lapse in Insurance Coverage:** In the event Contractor(s) fails to maintain insurance as required by a resulting contract, the Contractor(s) shall immediately cure such lapse in insurance coverage at the Contractor's expense, and pay SMHA in full for all costs and expenses incurred by SMHA under this contract as a result of the Contractor's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to SMHA's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor(s). Moreover, SMHA shall retain from monies or payments owe to Contractor(s) by SMHA five percent (5%) of the value of the contract and place this retainage into an account to cover SMHA's potential exposure to liability during the period of such lapse. This retainage shall be held by SMHA until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against SMHA for any matter that should have been covered by the required insurance

11.0 WAGE RATE DETERINATION

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

comply with this requirement will be the sole responsibility of the Contractor(s), including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

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

11.1.2 Wage Decision: Building

11.1.2.1 Applicability- Buildings more than 4 stories

11.1.2.2 General Decision Number: OH160127 03/11/2016 OH127

11.1.2.3 Counties Covered: Carrol and Stark Counties in Ohio.

11.1.2.5 Wage Rates: See **Attachment M** for applicable wage decision. This is a courtesy copy and is subject to change.

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

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

12.0 BONDING REQUIREMENTS

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

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

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

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

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

Attachment A

Scope of Work/Technical Specifications

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

A1.0 SMHA is seeking sealed bids from qualified, licensed, Contractors with demonstrated competence and experience to provide Kitchen Remodeling and Appliances at two multi-story buildings located at the following properties:

A1.1 Plaza Terrace Apartments: 716 30th St. NW Canton, Ohio 44714, Built in 1974, 5 stories, 100 units (all one bedroom), all electric utilities.

A1.1.1 Scope Summary: Remove and Replace Refrigerators (18 cu. ft.), Ranges (electric 30"), Range Hoods, Kitchen Cabinets, Countertops, Sinks and Faucets in 35 units*.



A1.2 Wm. L. Hart Apartments: 125 E. Simpson St. Alliance, Ohio 44601, Built in 1974, 6 stories, 105 units (all one bedroom), all electric utilities.

A1.1.2 Scope Summary: Remove and Replace Refrigerators (18 cu. ft.), Ranges (electric 30"), Range Hoods, Kitchen Cabinets, Countertops, Sinks and Faucets in 35 units*.



**SMHA anticipates doing 35 units at each building. However, depending on availability of funds, units may be added/deducted.*

- A1.3** Contractor shall comply with and perform all Kitchen Remodeling and Appliances accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions and shall obtain any licenses or permits required under this IFB to do the specified work.
- A1.4** Contractor shall make all effort to reduce to a minimum any inconvenience to the residents at SMHA properties.
- A1.5** Contractor(s) shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this IFB or any resulting contract. Contractor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.
- A1.6** Contractor shall conduct all work during normal working unless deemed by SMHA to be disruptive to the normal operations of the organization or an emergency. Normal business hours are from 8:00 am to 5:00 pm Monday through Friday. The Contractor shall also provide emergency service.
- A1.7** Contractor shall only utilize licensed, trained and experienced employees to perform the work required on SMHA properties.
- A1.8** Upon completion of the work, Contractor shall clean up the area where the work was performed and Contractor shall remove any debris generated by the repairs from SMHA premises. At no time, will Contractor discard debris into any SMHA Refuse container.
- A1.9** Contactor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
- A1.10** Contractor or authorized subcontractor shall guarantee all installations to meet and pass assigned City's Inspections. Should a plumbing or electrical installation or repair made by Contractor or authorized subcontractor not pass inspection, Contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to SMHA.
- A1.11** Contractor shall provide all permits for work under this IFB and any resulting contract.
- A1.12** Contractor shall provide a one (1) year warranty on all parts and labor provided as a result of this IFB and resulting Contract. All warranty documents shall be delivered to SMHA by the Contractor upon project completion.
- A1.13** It is the Contractors responsibility to verify all measurements prior to submitting a bid.
- A1.14** A site visit will be scheduled after the non-mandatory pre-bid meeting held on April 14, 2016 at 10:00 AM (EST) located at SMHA Administration Building, 400 E. Tuscarawas Street, Canton, Ohio 44702. This will be the only opportunity for Contractors to visit the sites prior to bidding on the project.

Continued onto next page.

A1.15 Detailed Specifications (per unit):

Item	Description	Unit of Measure	Quantity
A1.15.1	Remove & Replace Wall Cabinets- Standard Grade	LF	7.08
A1.15.2	Remove & Replace Countertop- Solid Surface	SF	10.92
A1.15.3	Remove & Replace Base Cabinets- Standard Grade	LF	4.58
A1.15.4	Remove Countertop- Solid Surface	SF	4.00
A1.15.5	Replace Countertop- Solid Surface (less original demo to accommodate full size refrigerator)	SF	2.80
A1.15.6	Remove Base Cabinets- Standard Grade	LF	1.83
A1.15.7	Replace Base Cabinets- Standard Grade (less original demo to accommodate full size refrigerator)	LF	1.25
A1.15.8	Remove & Replace Sink- Standard Grade Double Sink	Each	1.00
A1.15.9	Remove & Replace Kitchen Sink Faucet- Standard Grade	Each	1.00
A1.15.10	Remove & Replace Range Hood with 30" Black Range Hood	Each	1.00
A1.15.11	Remove & Replace 220 Volt Outlet	Each	1.00
A1.15.12	Remove & Replace 220 Volt Outlet Cover	Each	1.00
A1.15.13	Remove and Replace Refrigerator	Each	1.00
A1.15.14	Remove & Replace Electric Freestanding Range with 30" electric Freestanding Range	Each	1.00
A1.15.15	Remove & Replace Hot and Cold Water Shut Off Valves with New Ball Water Valves	Each	2.00

A1.16 Additional Notes

- A1.16.1** All new appliances are to be Black in color.
- A1.16.2** Range hoods are vented inside (recirculating)
- A1.16.3** Range hood: 30" Broan- Convertible- 43000 Series (Model# 433023)
- A1.16.4** Refrigerators must be Energy Star
- A1.16.5** Refrigerator: 18 cu. ft. Frigidaire Top Freezer, Textured Door Finish (Model# FFHT1814QB)
- A1.16.6** Electric Range: 30" 4.2 cu. ft. Electric Range, Frigidaire (Model #FFEF3009PB) (Element No. 4 Type Coil)
- A1.16.7** No hardware is required for the cabinets
- A1.16.8** Cabinetry Type: Truwood Cabinetry, Door- Shadowood, Stain- Natural, Species- Maple
- A1.16.9** Countertops: Wilsonart Neutral Glaze
- A1.16.10** Kitchen Sink: Aspen Double Bowl, #500591, Stainless
- A1.16.11** Kitchen Faucet: Moen Chateau, #67425

- A1.16.12** There will be a combination of right and left end caps and side splashes for the countertops.
- A1.16.13** All dimensions and size designations must be verified on site to fit job.
- A1.16.14** Contractor will be responsible for ordering a dumpster and placing it onsite.
- A1.16.15** Contractor is required to correct any items effected by performing scope.
- A1.16.16** All removed appliances are to be taken to SMHA's DMD Building located at 718 Cleveland Ave. SW Canton, Ohio 44705

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

Attachment B

Form of Bid

FORM OF BID

B1.0 Submittal Checklist:

B1.1. Instructions: THIS FORM IS MANDATORY AND SHALL BE FULLY COMPLETED AND SUBMITTED UNDER TAB 1 OF THE BID SUBMITTAL. Unless otherwise specifically required, the items listed below shall be completed and included in the bid submittal. Descriptions of each requirement can be found in Section 5.0 Form of Bid. **Do not omit any tabs, if the information requested does not apply please put “Not Applicable” under the accompanying tab in the submittal. FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID SUBMITAL FROM CONSIDERATION FOR AWARD.**

Complete this form by marking an “X”, where provided, to verify that the referenced completed form or information has been included within the “hard copy” bid submittal submitted by the Bidder. Submit one (1) unbound original (the “hard copy”) and one (1) electronic copy (CD) of the following documents:

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

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

Signature

Date

Attachment C

Bid Fee Sheet

BID FEE SHEET

C1.0 Materials and Labor (as detailed in the **Attachment A**). Costs shall be fully burdened.

C1.1 Plaza Terrace Apartments

C1.1.1 Labor for 35 units \$ _____

C1.1.2 Material for 35 units \$ _____

C1.1.3 Total for 35 units \$ _____

C1.2 Wm. L. Hart Apartments

C1.2.1 Labor for 35 units \$ _____

C1.2.2 Material for 35 units \$ _____

C1.2.3 Total for 35 units \$ _____

C1.3 Alternate #1: Single Unit at Plaza Terrace Apartments

C1.3.1 Labor for 1 unit \$ _____

C1.3.2 Material for 1 unit \$ _____

C1.3.3 Total for 1 unit \$ _____

C1.4 Alternate #2: Single Unit at Wm. L. Hart Apartments

C1.4.1 Labor for 1 unit \$ _____

C1.4.2 Material for 1 unit \$ _____

C1.4.3 Total for 1 unit \$ _____

C2.0 Discount

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

C3.0 HUD Form Acknowledgements: The HUD Forms referenced below shall be acknowledged with a signature and date. These Forms can be found online. It is the responsibility of the Bidder to find, read, and acknowledge these Forms as they will be incorporated here as part of this solicitation and any resulting contract.

C3.1 HUD 5369 _____ **Date** _____

C3.2 HUD 5370-A _____ **Date** _____

C3.3 HUD 5370 _____ **Date** _____

C4.0 Addenda Acknowledgements: Any addenda issued by SMHA shall be acknowledged with a signature and date. All addenda will be posted on the SMHA website. It is the responsibility of the Bidder to find,

read, and acknowledge these addenda as they will be incorporated here as a part of this solicitation and any resulting contract.

C4.1 Addendum #1 _____ **Date** _____

C4.2 Addendum #2 _____ **Date** _____

C4.3 Addendum #3 _____ **Date** _____

C4.4 Addendum #4 _____ **Date** _____

C5.0 Company Name/Contact Information

C5.1 Company Name: _____

C5.2 Address: _____

C5.3 Phone: _____

C5.4 Email: _____

C5.5 Authorize Agent Signature: _____

C5.6 Authorize Agent Name (Printed): _____

Attachment D

Bid Bond Template

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 _____, 2015, 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.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals the _____ day of _____, 2015, 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:

_____(SEAL)

_____(Business address)

_____(SEAL)

_____(Business address)

Attachment E

Bidder's Certification

BIDDER'S CERTIFICATION

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

- E1.0** He/she has full authority to bind Bidder and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any Federal, State, or Local agency,
- E2.0** Items for which Bidders were provided herein will be delivered as specified in the bid,
- E3.0** In performing this contract, the Contractor(s) shall comply will any and all applicable Federal, State, and Local laws including but not limited to: Occupation Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- E4.0** Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SMHA and subject to the terms and conditions of such acceptance, shall result in a contract between SMHA and the undersigned Bidder,
- E5.0** He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid,
- E6.0** Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
- E7.0** Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
- E8.0** **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SMHA or any person interested in the proposed contract and that all statements in said bid are true,
- E9.0** He/she has full authority to bind Bidder and that no member of Proposer's organization is disbarred, suspend or otherwise prohibited from contracting with any Federal, State, or Local agency, and the individual or business entity named in this bid is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate,
- E10.0** **Lobbying Prohibition:** The Contractor(s) agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of federally appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract the making of any federal grant the making of any federal loan the entering into any cooperative agreement or the modification of any federal contract, grant, loan, or cooperative agreement.

Signed: _____

Print Name: _____

Print Company Name: _____

Date: _____

Seal (if Corporation)

Attachment F

Section 3 Clause

SECTION 3 CLAUSE

This affidavit must display an original signature and notary seal.

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ County: _____

Business Phone: _____ Fax Number: _____

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. **The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135,** and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference

in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

Signature

Print Name

Title

Date

State of _____ County of _____ on this _____ day of _____ 20_____,
before me appeared _____ acknowledging that he/she has read and
understands the Section 3 requirements and numerical goals set forth.

Notary Signature

Commission Expiration

Notary Seal

Attachment G

Section 3 Business Self-Certification (Optional)

SECTION 3 BUSINESS SELF-CERTIFICATION

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

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ County: _____

Business Phone: _____ Fax Number: _____

Email Address: _____

Contractor's License: Class ____ A ____ B ____ C ____ N/A License Number: _____

Business License Number: _____ Federal ID Number: _____

Type of Business: _____

Types of Section 3 Business Enterprises

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

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

Yes No

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

Yes No

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

Yes No

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

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

Signature of Business Owner or Authorized Representative

Date

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

Attachment H

Small Business (SWMBE) Utilization Plan

SMALL BUSINESS (SWMBE) UTILIZATION PLAN

H1.0 Instructions: The Bidder shall include hereunder a plan to assist SMHA in its goal to establish participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in SMHA prime contracts and subcontracting opportunities. Contractors must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. **If compliance cannot be obtained, the Bidder is required to provide written documentation with the bid as to why he/she could not obtain such participation.** Attach additional sheets if more space is needed.

H2.0 Small Business (SWMBE) Utilization Plan:

H2.1

[illegible]

Attachment I

List of Past Performance/Experience/Client Information

LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

I1.0 Instructions: The Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder has performed similar or like services to those being proposed herein

I2.0 List of Past Performance/Experience/Client Information

I2.1 Client #1

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

I2.2 Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

I2.3 Client #3

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Brief Description of Similar Work Performed: _____

[illegible]

Attachment J

List of Sub-Contractors/Joint Venture

LIST OF SUB-CONTRACTORS/JOINT VENTURE

J1.0 Subcontractors

J1.1 Will this project have sub-contractors? (Check One) _____ Yes _____ No

J1.1.1 If "Yes", proceed to J1.2. If "No", proceed to J2.0.

J1.2 Instructions: Please list all sub-contractors (including contact information) that will be working on any projects resulting from this contract. Each subcontractor should provide: Contractor Profile Form. Attach additional pages if needed.

J1.2.1 List of Subcontractors

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

J2.0 Joint Venture

J2.1 Will this project be a joint venture? (Check One) ☐ **Yes** ☐ **No**

J2.1.1 If “Yes”, proceed to J2.2. If “No”, no additional information is needed for this tab.

J2.2 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.

J2.2.1 List of Joint Venture Companies

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached:

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

Attachment K

Contractor Profile Form

CONTRACTOR PROFILE FORM

K1.0 Instructions: Please complete the below for in its entirety. If additional space is needed, please attach a separate sheet.

Project Name: _____ Project No. _____

Contractor/Business Name: _____

Business Address: _____

Telephone: (____) ____ - ____ Fax: (____) ____ - ____

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

Our contract is with _____ in the amount of \$ _____

for _____
(identify specific work to be performed)

Will any work be subcontracted out? Yes _____ No _____

If yes, to whom? _____

Person(s) authorized to sign (certify) Payroll reports: 1) _____
2) _____

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

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

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

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

Complete chart below or attach schedule of fringe benefits.

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

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____-____ Acct. #: (____) ____-____

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

(C) _____ paid to an unfunded benefit plan (or plans) in the amounts indicated below:

*****If requested, copies of benefit plans to be submitted for review/approval.*****

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____-____ Acct. #: _____

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

Caucasian Owned – WBE _____ MBE _____

Owner/Principal Officer Name (Please Print)

Signature

Date

Attachment L

Vendor Registration Forms & W-9



GENERAL INFORMATION (All fields required except Fax#)

Vendor Name:	Type of Business:
Street Address:	Administrative/Professional Services
City:	Construction
State:	Goods/Services/Equipment
Zip Code:	
Phone:	Other Phone:
E-mail:	Fax#:
Contact Person:	Contact Person's Title:

Number of Years Company has been in Service:

Number of Employees:

Taxpayer Identification Number or Social Security Number:

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

Individual/Sole Proprietorship	Partnership
Joint Venture	Not-for-Profit
Corporation	Other
Resident Owned Business	

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

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

Not Applicable

Disabled Owned

Small Business Enterprise

Veteran Owned

Women Owned (at least 51%)

Section 3 Business Concern [\(What is this?\)](#)

Minority Owned (at least 51%)

VENDORS SERVICES AND/OR PRODUCTS (Select all that apply; at least 1 must be selected)

Accessories and Parts

Accounting

ADA Compliance

Administrative/Secretarial

Appraisal (Real Property)

Architecture/Engineering

Asphalt Repair

Automobile Supplies

Cabinet Installation

Carpet Cleaning

Catering

Chemicals

Collections

Community Support

Computer Software

Computers, Peripherals

Concrete Repair

Construction Management

Construction: Exterior Renovation

Construction: Interior Renovation

Construction: New

Construction: Repair

Consulting (Various)

Copiers

Data Entry

Demolition

Electrical Supplies

Elevators

VENDORS SERVICES AND/OR PRODUCTS (Select all that apply; at least 1 must be selected)

Please specify the type of service(s) or product(s) your business provides:

- | | |
|---|---|
| Employee Pre-employment screening | Employee Benefits |
| Energy Services - Building Facilities | Engineering Planning Design: Civil - General |
| Engineering Planning Design: Civil - Transportation | Engineering Planning Design: Environmental |
| Engineering Planning Design: Mechanical | Engineering Planning Design: Hazardous |
| Engineering Planning Design: Structural | Engineering Planning Design: Sanitary |
| Equipment Small Tools | Engineering Planning Design: Civil - Hydraulics |
| Fire Repair Restoration | Financial |
| Flooring | Fire Suppression and Inspection |
| Hazardous Materials Removal | Grounds Equipment |
| HVAC | Heating Parts |
| Janitorial Services | Insurance |
| Land Acquisition | Janitorial Supplies |
| Landscape Architecture | Land Surveying |
| Legal | Landscaping Services |
| Lumber | Locks and Supplies |
| Masonry | Make Ready: Vacancy Prep Unit Turnover |
| Moving and Packing | Meetings and Events |
| Office Furniture | Mowing Services |
| Paint and Painting Supplies | Office Supplies |
| Plumbing | Playgrounds |
| Printing and Graphic Services | Plumbing Supplies |
| Public Relations and Marketing Services | Promotional and Event Services |
| | Real Estate Appraisals |



VENDORS SERVICES AND/OR PRODUCTS (Select all that apply; at least 1 must be selected)

Please specify the type of service(s) or product(s) your business provides:

Refrigerator Parts

Roofing

Security Guards

Signs

Storage

Substance Abuse Counseling

Tools

Training

Vending Services

Water Repair Restoration

Residential Cleaning

Security Alarm Systems

Siding

Skills/Unskilled Labor

Structural Supplies

Temporary Employment Services

TPA

Uniforms

Waste Removal

Web Services

Other



REFERENCES (Must enter 3 references)

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

Company:

Contact Name:

Phone:

Physical Address:

E-mail:

Company:

Contact Name:

Phone:

Physical Address:

E-mail:

Company:

Contact Name:

Phone:

Physical Address:

E-mail:

DISCLAIMER

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

- 24 CFR 85.36
- HUD Procurement Handbook 7460.8 REV 2
- SMHA's Procurement Policy and Procedures

For registrations you must submit a W-9 Form.

Form W-9
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

Employer identification number

____ - ____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and Its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment M

Wage Decision

General Decision Number: OH160127 03/11/2016 OH127

Superseded General Decision Number: OH20150127

State: Ohio

Construction Type: Building

Counties: Carroll and Stark Counties in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	02/05/2016
2	02/19/2016
3	03/11/2016

ASBE0002-003 08/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 38.81	23.20

BROH0006-003 05/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 26.84	12.6

BROH0006-008 05/01/2013

	Rates	Fringes
TILE SETTER.....	\$ 24.07	9.94

BROH0008-007 06/01/2014

	Rates	Fringes
TILE FINISHER.....	\$ 21.55	9.98

CARP0285-007 05/01/2014

	Rates	Fringes
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CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 25.50	13.67
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ELEC0540-008 12/28/2015

	Rates	Fringes
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ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 30.04	21.78
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ELEC0540-009 01/08/2015

	Rates	Fringes
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ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.50	12.30
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ENGI0018-035 05/01/2015

	Rates	Fringes
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POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe..	\$ 33.04	14.25
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ENGI0066-045 06/01/2014

	Rates	Fringes
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POWER EQUIPMENT OPERATOR Forklift.....	\$ 27.91	17.51
Grader/Blade.....	\$ 31.02	17.51
Mechanic.....	\$ 31.52	17.51

IRON0550-010 05/01/2015

	Rates	Fringes
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IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 26.66	18.36
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LAB01015-006 05/01/2015

	Rates	Fringes
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LABORER Common or General.....	\$ 24.72	9.80
Mason Tender - Brick.....	\$ 25.47	9.80

PAIN0603-004 06/01/2012

	Rates	Fringes
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PAINTER (Brush and Roller).....	\$ 19.70	11.00
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* PAIN1162-003 01/01/2016

	Rates	Fringes
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GLAZIER.....	\$ 24.05	12.34
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PLUM0094-007 05/01/2015

	Rates	Fringes
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PLUMBER (Includes HVAC Unit Installation).....	\$ 33.83	16.84
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PLUM0168-005 06/01/2013

	Rates	Fringes
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PIPEFITTER (Excludes HVAC Unit Installation).....	\$ 33.83	18.47
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ROOF0088-003 06/01/2014

	Rates	Fringes
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ROOFER.....	\$ 24.30	13.76
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SHEE0033-027 07/01/2015

	Rates	Fringes
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SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.71	24.10
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* UAVG-OH-0021 01/01/2016

	Rates	Fringes
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OPERATOR: Oiler.....	\$ 25.72	15.31
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* UAVG-OH-0023 01/01/2016

	Rates	Fringes
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LABORER: Mason Tender - Cement/Concrete.....	\$ 27.70	9.90
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SUOH2012-108 08/29/2014

	Rates	Fringes
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CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 24.30	10.71
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CEMENT MASON/CONCRETE FINISHER...	\$ 26.07	12.34
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LABORER: Pipelayer.....	\$ 23.98	8.58
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OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 30.26	12.58
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OPERATOR: Bulldozer.....	\$ 22.55	8.03
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OPERATOR: Crane.....	\$ 29.51	11.77
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OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.83	12.72
PAINTER: Spray.....	\$ 22.78	12.40
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 34.16	0.00
TRUCK DRIVER: Dump (All Types)...	\$ 22.78	12.61

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Attachment N

Employee Rights Poster

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Stephanie Kensler
Procurement & Contracting Manager
330.454.8051 ext. 333

400 E. Tuscarawas St. Canton, Ohio 44702

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



For additional information:

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



WWW.WAGEHOUR.DOL.GOV

Attachment O

Certified Payroll Report

Wage and Hour Division

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.



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[illegible]

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) requires 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)(ii) 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 S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

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
_____ from the full
(Contractor or Subcontractor)

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 231 OF TITLE
31 OF THE UNITED STATES CODE.