

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

**Contents**

Introduction.....2

1. The Agency’s Reservation of Rights .....2

2. Scope of Work: .....3

3. Bid Format .....11

4. Bid Evaluation .....24

5. Contract Award .....24

## INVITATION FOR BIDS (IFB) No. B21001

### Cedarwest Apartments Improvements and Renovations

#### Introduction

The Spokane Housing Authority (“the Agency”) is a public entity that was formed in 1972 to provide federally subsidized housing and housing assistance to low-income families in Spokane County and five other eastern Washington counties. The Agency is headed by an Executive Director (ED) and is governed by a board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy.

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

<b>Agency Contact Person</b>	Brian Jennings, Housing Development Director Telephone: 509-252-7105 E-mail: <a href="mailto:bjennings@spokanehousing.org">bjennings@spokanehousing.org</a> TDD/TTY: (800)548-2546
<b>How to Fully Respond to This IFB by Submitting a BID Submittal</b>	As instructed within Section 3.0 - Bid Format of the IFB document, submit 2 copies of your “hard copy” bids to the Agency Administrative Office.
<b>Optional Pre-Bid Conference and Walkthrough</b>	<b>Wednesday, December 22, 2021, 1:00 PM PST</b>
<b>Deadline to Submit Questions</b>	<b>Wednesday, January 5, 2022, 3:00 PM PST</b>
<b>BID Submittal Deadline</b>	<b>Friday, January 21, 2022, 1:00 PM PST</b> 25 W. Nora Ave, Spokane, WA 99205  (The “hardcopy” documentation must be received in-hand and time-stamped by the Agency by no later than 1:00 PM on this date).

1. The Agency’s Reservation of Rights. The Agency reserves the right to:
  - 1.1. Right to Reject, Waive, or Terminate the IFB. Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
  - 1.2. Right to Not Award. Not award a contract pursuant to this IFB.
  - 1.3. Right to Terminate. Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the Contractor(s).
  - 1.4. Right to Determine Time and Location. Determine the days, hours, and locations that the successful bidder (hereinafter, “Contractor”) shall provide the services called for in this IFB.
  - 1.5. Right to Retain Bids. Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

Contracting Officer (CO).

- 1.6. Right to Negotiate. Negotiate the fees proposed by the bidder entity.
  - 1.7. Right to Reject Any Bid. Reject and not consider any bid or bidder that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bidders offering alternate or non-requested services.
  - 1.8. No Obligation to Compensate. Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
  - 1.9. Right to Prohibit. 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. By accessing the [spokanehousing.org](http://spokanehousing.org) website and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time-frame shall relieve the Agency, but not the prospective or actual bidder, of any responsibility pertaining to such issue.
  - 1.10. Right to Reject – Obtaining Competitive Solicitation Documents. Online via our website or in person at our office are the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information in this manner.
2. Scope of Work. The Agency is seeking bids from qualified, licensed, and insured entities to provide the following detailed services listed herein:
- 2.1. General Description of Services. The successful bidder (a/k/a herein as “the Contractor”) shall be the Prime Contractor and will provide all material and labor to complete the construction work detailed herein and within **Attachments “H”, and “H-1,”** each of which are attached, EXCEPT for the plumbing and electrical work. Plumbing and Electrical has already been procured under separate contracts.
    - 2.1.1. Time to Complete the Work (Contract Period). The period of time for the final completion of the work shall be **140 calendar days** from issuance of the Notice to Proceed (NTP).
    - 2.1.2. Contract Period. The Contract Period shall include, but not be limited to the following: Submittals (shop drawings), material lead times, demolition and new work, punch list/ final acceptance of work, issuance and acceptance (being complete and accurate) of closeout documents, issuance of request for final payment, etc.

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

2.2. Contractor Responsibilities (in alpha order).

- 2.2.1. Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.
- 2.2.2. As-built Record Documents. Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Agency's reference.
  - 2.2.2.1. If issued, maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark up these drawings to show the actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give attention to concealed elements that would be difficult to measure and record later.
- 2.2.3. Communication. The Agency shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency during or between visits; however, all requests for changes or decisions shall be submitted to the Agency and approved by the Executive Director after receipt and consideration of written request from the Agency. The Agency anticipates that it will typically make a decision in such matters within 3 work days of receipt, though such response time-frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only.
- 2.2.4. Contract End Items. Upon completion of the project the Contractor must submit the following:
  - 2.2.4.1. A separate payment request for the retainage;
  - 2.2.4.2. A one-year warranty letter from the Contractor;
  - 2.2.4.3. Consent of Surety to Final Payment;
  - 2.2.4.4. Contractor's Affidavit of Release of Liens;
  - 2.2.4.5. Contractor's Certificate and Release; and
  - 2.2.4.6. As-builts (Mark-ups delivered to Agency).

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

- 2.2.5. Contractor's Request for Payment. As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1.
- 2.2.5.1. The Agency is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.
- 2.2.5.2. Payment will be based on the percentage of work completed during a one-month period.
- 2.2.5.3. A 5% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.
- 2.2.5.4. **Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:
- 2.2.5.4.1. The Contractor must submit requests for payment using 1992-2017 Form AIA G702 Application for Payment, G703 Continuation Sheet – Schedule of Values, and G706 "Contractor's Affidavit of Payment of Debts and Claims."
- 2.2.5.4.9. **Retainage.** The Request for Payment form must list and clearly identify the retainage in the amount of 5% as a deduction to the subtotal of charges on the Request for Payment.
- 2.2.5.5. Review and Approval. The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner ("satisfactory," as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The Agency shall ensure:
- 2.2.5.5.1. The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;
- 2.2.5.5.2. As further detailed within the preceding Section 2.2.5.4.9, the total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

- 2.2.5.5.3. The work covered by the request for payment has been performed in accordance with the construction documents;
- 2.2.5.5.4. The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and
- 2.2.5.5.5. The Contractor has submitted all required reports such as payroll reports.

2.2.5.5.6. **Prevailing Wages**-The application shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of Intent to Pay Prevailing Wages on file with the Authority. The Contractor shall additionally supply any outstanding Intents to Pay Prevailing Wage for those entities who have performed work during the preceding month. The Authority will not make payment until it has received Department of Labor and Industries approved Intents to Pay Prevailing Wage for those entities.

Davis / Bacon Wages apply to this project. Contractor and Subcontractors are required to pay the highest of either wage determinations indicated for all on-site labor performed. The following determinations were current when this IFB was written. Verify you have the latest when preparing your Bid.

Department of labor (Davis/Bacon and Related Acts) applicable wage rate is Davis Bacon, Building Wage determination (Inside Work) #Building WA20210095 01/01/2021; (Concrete-Exterior Work) #Building WA20210001 02/26/2021.

Link to the project's wage decision Washington State Prevailing Wage rates for Spokane County

<https://secure.lni.wa.gov/wagelookup/>

- 2.2.5.5.7. **Notices of Affidavits**-Upon completion submit an "affidavit of Wages Paid" for the Contractor and each subcontractor

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

of any tier certified by the Industrial Statistician of the Department of Labor and Industries, including the fees paid by the Contractor or subcontractor. In addition, a subsequent certificate of release from the Department of Labor and Industries, a certificate of release from the Department of Revenue, and a certificate of release from the Department of Employment Security.

2.2.5.5.8. **Notice of Completion**-For contracts greater than \$35,000, the Authority must file a Notice of Completion of Public Works Contract, which must be approved by WA State Department of Revenue, WA State Department of Labor and Industries, and WA State Employment Security Department prior to releasing the final retainage.

2.2.5.5.9. **Distribution of Documents.** The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency shall retain the 2 original Periodic Estimate for Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.

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

2.2.6.1. All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

2.2.6.2. The Contractor must examine the work area and determine any unsuitable work condition.

2.2.6.3. Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.

2.2.6.4. The Contractor shall provide a construction dumpster as needed to dispose and removal all debris. The use of the Agency dumpsters is prohibited.

2.2.7. Delivery of Materials. The Contractor and each Subcontractor shall inspect the site and determine the availability of storage space and trucking facilities to bring material or

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

equipment into the building, or any other factors affecting the work under this Contract.

2.2.7.1. Long lead items should be ordered as soon as possible, after contracts are signed, to expedite shop drawings and delivery of materials to site. Advance planning will be important to assure timely delivery of materials.

2.2.8. Final Inspection and Punch List. The Agency shall provide one (1) final inspection site visit to develop the final Punch List when the following are completed:

2.2.8.1. All new construction and installations are 100% complete and operational.

2.2.8.2. A test and balance report has been completed and delivered to the Agency for review.

2.2.8.3. All final inspections and permits have been closed and delivered to the Agency and Agency.

2.2.8.4. When the Contractor has completed all work, and feels substantial completion has been achieved, the Contractor must document and request a final inspection and punch list be performed by the Agency. This will document the one (1) final inspection and punch list by the Agency.

2.2.8.5. When the Contractor has completed all the punch list items, the Contractor shall document and request a final re-inspection by the Agency.

2.2.8.6. The Agency will provide a one (1) final site visit for re-inspection of the punch list items.

2.2.8.7. If the Agency feels the punch list items have not been completed satisfactorily, notice will be given to the Contractor.

2.2.8.8. All punch list items must be completed at the time of substantial and final acceptance.

2.2.8.9. If the final punch list items are not complete at the time of the final the retainage will be withheld until final acceptance by the Agency.

2.2.9. Lay-out and Dimensions. The Contractor and each Subcontractor shall verify and field check all plan dimensions, elevations, and quantities on both the existing building and the new work under their respective responsibilities before proceeding with work. Discrepancies must be brought to the attention of the Agency in writing for clarification or correction. Any Contractor failing to exercise such precautions shall be held responsible for the cost of correcting any resulting errors.

2.2.10. Maintenance Manuals. Organize maintenance data into sets of manageable size. Bind in

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

individual heavy duty 2 inch, 3 ring vinyl covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:

- 2.2.10.1. Maintain Emergency instructions;
- 2.2.10.2. Spare parts list;
- 2.2.10.3. Copies of warranties;
- 2.2.10.4. Wiring diagrams;
- 2.2.10.5. Recommended "turn around" cycles;
- 2.2.10.6. Inspection procedures; and
- 2.2.10.7. Shop Drawings and Product Data.

2.2.11. Operating and Maintenance Instructions. Arrange for the installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Include a detailed review of the following:

- 2.2.11.1. Maintenance manuals;
- 2.2.11.2. Spare parts and materials;
- 2.2.11.3. Tools;
- 2.2.11.4. Lubricants;
- 2.2.11.5. Control sequences;
- 2.2.11.6. Hazards;
- 2.2.11.7. Warranties and bonds;
- 2.2.11.8. Maintenance agreements and similar continuing commitments;
- 2.2.11.9. Start up and shutdown;
- 2.2.11.10. Emergency operations;
- 2.2.11.11. Noise and vibration adjustments; and
- 2.2.11.12. Safety procedures.

2.2.12. "Or Equal" Specifications. Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful bidder may propose to

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

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

- 2.2.14. Permits. SHA has procured the permits, contractor will have permits issued to them..
- 2.2.15. Required Licensing. The Contractor(s) shall be in possession of any current appropriate licensing that may be required by Spokane County (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Washington.
- 2.2.16. Retainage for this work shall be in the amount of 5 percent, which shall be applied to each payment until final payment, at which time all retainage held will be paid by the Agency to the Contractor.
- 2.2.17. Safety. It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.
- 2.2.18. Security during Work. The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.
- 2.2.19. Site Assessment. The Contractor and contracted subcontractors are strongly encouraged to examine the project site before submitting a bid.
- 2.2.19.1. A Pre-bid Conference and walk-through is scheduled as noted within the preceding Table No. 2 herein. Due to the complexity of the project attendance is strongly encouraged, although not mandatory.
- 2.2.19.2. Additional site visits after the Pre-bid Conference may be scheduled. The Contractor must contact the Agency Contact Person listed within the preceding Table No. 2 herein to schedule a site visit. Allow a minimum three (3) business days to schedule an appointment. Unscheduled visits are prohibited.
- 2.2.20. Temporary Facilities. It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary

## INVITATION FOR BIDS (IFB) No. B21001

### Cedarwest Apartments Improvements and Renovations

toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc.

Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

2.2.21. Time of Completion. The Contractor shall commence work under the ensuing contract on a date to be specified within the Notice to Proceed form issued by the Agency and shall fully complete all work thereunder within **140 consecutive calendar days** from said date. NOTE: Any bidder that may have any concerns pertaining to the noted “**140 day**” may bring this up at the Pre-bid Conference. Normal working hours shall be Monday through Friday, 8:00 AM to 5:00 PM (EST). All other working hours require pre-approval. Provide a minimum five (5) working days for approval and planning.

2.2.22. Tools/Equipment/Materials. The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.

2.2.23. Weekends. Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).

2.2.24. Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Spokane County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Washington, or any applicable Federal Agency. Smoking is prohibited within the building and on the within the building property boundaries.

### 3. Bid Format

3.1. **Two-step Bidding Process.** All bidders will initially submit the documentation/ information detailed within the following listed Step #1 of Table 1, below. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed in Step #2 of Table 1, below.

3.1.1. Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers

**INVITATION FOR BIDS (IFB) No. B21001**

**Cedarwest Apartments Improvements and Renovations**

received, all bids submitted in response to this IFB must be formatted in the sequence noted in Table 1-Tabbed Bid Submittal. Each category must be separated by numbered index dividers and labeled with the tab reference noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

**Table 1-Tabbed Bid Submittal**

Tab No.	Description
<b>Step #1:</b> Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.	
1	<b>Form of Bid.</b> This Form is attached as Attachment A to this IFB document. This 4-page Form must be fully completed, executed where provided and submitted under this tab as a part of the initial bid submittal.
2	<b>Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs.</b> This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3	<b>Bid Bond.</b> The required Bid Bond as detailed within the following Section 3.4.1, below.
4	<b>Section 3 Business Preference Documentation (Optional Item).</b> For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached as Attachment D and any documentation required by that form.
5	<b>Bid Amount Form.</b> The proposed Bid Amount plus any alternate pricing that is required as detailed in Table 2-Pricing Items.
<b>Step #2:</b> Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the Agency.	
1	<b>Licensing.</b> Submit under this Tab the license(s) detailed within the following Section 5.4
2	<b>Proposed Services.</b> As more fully detailed within Section 2-Scope of Work, of this document, and the <i>Technical Specifications (Project Manual)</i> , Attachment H, and the <i>Additional Drawings and Specifications</i> , Attachment H-1, each attached, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
	<ul style="list-style-type: none"> <li>• A brief description of the proposed safety and quality control program.</li> <li>•</li> </ul>

**INVITATION FOR BIDS (IFB) No. B21001**

**Cedarwest Apartments Improvements and Renovations**

	<ul style="list-style-type: none"> <li>A full listing of all subcontractors that will perform work at the site, including, but not limited to the following for each subcontractor: firm name; owner's name; full address; telephone; number; email address.</li> </ul>
3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
4	<b>Managerial Capacity/Financial Viability.</b> The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bid's qualifications to provide the services, including a description of the background and current organization of the firm.
5	<b>Client Information.</b> The bidder shall submit a listing of former or current clients, including multi-family housing (e.g. Apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed. The listing shall, at a minimum, include:
	<ul style="list-style-type: none"> <li>The client's name;</li> </ul>
	<ul style="list-style-type: none"> <li>The client's contact name;</li> </ul>
	<ul style="list-style-type: none"> <li>The client's telephone number and e-mail address;</li> </ul>
	<ul style="list-style-type: none"> <li>A brief narrative description and scope of the service(s) and the dates the services were/are provided.</li> </ul>
6	<b>Equal Employment Opportunity/Supplier Diversity.</b> The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.7 pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
7	<b>Subcontractor/Joint Venture Information (Optional Item).</b> The bidder shall identify whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of Washington contractor license number.
8	<b>Other Information (Optional Item).</b> The bidder may include any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.

**INVITATION FOR BIDS (IFB) No. B21001**

**Cedarwest Apartments Improvements and Renovations**

<b>9</b>	<b>Insurance Certificates.</b> The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Section 5.4. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
<b>10</b>	<b>Optional Tabs.</b> If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.
<b>11</b>	<b>Bid Submittal Binding Method.</b> It is preferable and recommended that the bidder bind the bid submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the bid submittal to its original condition.

3.2. **Proposed Fees** - The proposed fees shall be submitted by the bidder and received by the Agency where provided within Tab 5 as detailed in Table 1-Tabbed Bid Submittal.

3.2.1. Pricing Items. The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency where provided within Tab 5-Pricing Items of Table 1-Tabbed Bid Submittal detailed within Section 3.1.1—any bidder that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

Table 2-Pricing Items

Item No.	Qty	U/M	Description
1		Lump Sum	<b>Base Bid:</b> Firm-fixed Fee to complete all the work detailed within the attached Architectural and Engineering Technical Specifications. Excluding: all Electrical and Plumbing which are already under contract.
2			<b>Deduct Alternate – Concrete Ramp and Asphalt</b> <b>Deduct Alternate-Office Improvements and Pool Lift</b>

## INVITATION FOR BIDS (IFB) No. B21001

### Cedarwest Apartments Improvements and Renovations

- 3.3. Additional information pertaining to the Pricing Items.
- 3.3.1. **IMPORTANT NOTICE!!!** Proposed Fees. Except as provided for otherwise (e.g. a “No Charge” option), bidders must submit, a realistic cost for each and every Pricing Item detailed within Table 2.
- 3.3.1.1. No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item identified within Table 2.
- 3.3.1.2. Review of Proposed Fees. The Agency strongly recommends that each bidder review the entry to ensure that the bidder has provided the proposed fees correctly. The Authority will utilize the submitted fees, correct or incorrect, to determine the apparent low bidder.
- 3.3.1.3. Firm-fixed Fee for the Base Bid. The proposed fee for this Pricing Item shall be for all the work detailed within the specifications. The Authority reserves the right to not complete an award with any firm that submits, in the opinion of the Authority, a cost that is either too low or a cost that is too high.
- 3.3.1.4. **IMPORTANT!!! How to enter the Deductive Alternates.** As these Pricing Items are each a Deductive Alternate, meaning, the cost entered is how much the bidder will deduct from the base bid (Pricing Item No. 1) if the Agency chooses to exercise its right to not have the Contractor provide the work at the site noted therein, each bidder shall place a minus sign ("-") immediately in front of the amount entered.
- 3.3.2. Price Escalation. Pertaining to the ensuing contract, there shall be no escalation of the proposed costs allowed at any time during the awarded contract except for any legitimate change orders that may be approved by the Authority.
- 3.3.3. Prior Agency Approval Required. Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Authority representative. Failure to abide by this directive shall release the Authority of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 3.3.4. No Deposit/No Retainer. The Authority will NOT pay any deposit or retainer fees as a result of award of the ensuing contract. This means that the Authority will pay the Contractor(s) for actual work provided only after the work has been provided.
- 3.4. **Bonds.** As this solicitation pertains to public works or construction, the bonds that are required

## INVITATION FOR BIDS (IFB) No. B21001

### Cedarwest Apartments Improvements and Renovations

include (each required for construction bids and/or contracts in excess of \$40,000):

- 3.4.1. Bid Bond. The bid bond or guarantee shall be included in the bid package submitted by each bidder for any proposed fee that is greater than \$40,000. This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or other negotiable instrument may be accepted as a bid guarantee. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited, and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.
- 3.4.2. Performance Bond. The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.
- 3.4.3. Payment Bond. The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Authority contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. Bonding Companies. An acceptable surety (bonding) company is one that is authorized to do business in the State of Washington and is acceptable to HUD and the Authority. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W.,

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

Washington, D.C. 20227. The T-List may also be accessed on the Internet at:

<https://fiscal.treasury.gov/surety-bonds/circular-570.html>.

3.4.5. Bonding Requirements. In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate bid and contract guaranties. These apply to all construction projects greater than \$100,000 (though, at the Authority's discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the Authority with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price and, from the successful bidder, one of the following:

3.4.5.1. A performance and payment bond for 100% of the contract price; or

3.4.5.2. Separate payment and performance bonds each for 50% or more of the contract price; or

3.4.5.3. A 20% cash escrow; or

3.4.5.4. A 25% irrevocable letter of credit.

3.4.6. Inadequate Surety. If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Authority may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

3.5. **Bid Submission.** All "hard-copy" bids must be submitted and time-stamped received in the designated Authority office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the Step #1 "hard copy" bid submittal identified within **Table 1-Tabbed Bid Submittal**, shall be placed unfolded in a sealed package and addressed to:

Spokane Housing Authority  
Attention: Brian Jennings, Housing Development Director  
25 W. Nora Ave, Spokane, WA 99205

3.5.1. Sealed Hard-copy Submittal. The package exterior must clearly denote the above noted

## INVITATION FOR BIDS (IFB) No. B21001

### Cedarwest Apartments Improvements and Renovations

IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be accepted.

3.5.2. **Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Authority by the bidder, such may invalidate that bid. If, after accepting such a bid, the Authority decides that any such entry has not changed the intent of the bid that the Authority intended to receive, the Authority may accept the bid and the bid shall be considered by the Authority as if those additional marks, notations, or requirements were not entered on such.

3.5.3. **Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Authority, including the IFB document, the documents listed within Table 3-Recap of Attachments, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Authority requirements contained within the documents may cause that bidder to not be considered for award.

3.6. **Bidder's Responsibilities.** Contact with the Authority. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other Authority staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Authority to not consider a bid submittal received from any bidder who has not abided by this directive.

3.6.1. **Addenda.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any ex parte (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Authority and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

writing by addendum.

3.7. **Bidder's Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Authority have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.7.1. Within 2 CFR §200.321 it states:

- 3.7.1.1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- 3.7.1.2. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 3.7.1.3. (2) Affirmative steps must include:
  - 3.7.1.3.1. (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 3.7.1.3.2. (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3.7.1.3.3. (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - 3.7.1.3.4. (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - 3.7.1.3.5. (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - 3.7.1.3.6. (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.7.2. Within HUD Procurement Handbook 7460.8 REV 2 it states:

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

- 3.7.2.1. Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in the Authority's contracting.
- 3.7.2.2. Section 15.5.B, Goals. The Authority is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.7.3. Our Agency will:

- 3.7.3.1. Assistance to Small and Other Business, Required Efforts:
  - 3.7.3.1.1. Including such firms, when qualified, on solicitation mailing lists;
  - 3.7.3.1.2. Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;
  - 3.7.3.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
  - 3.7.3.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
  - 3.7.3.1.5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
  - 3.7.3.1.6. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

described in 24 CFR Part 135 (so-called Section 3 businesses); and

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

3.7.4. Requirements. Accordingly, please see Section 3.7.1 which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

3.8. **Pre-bid Conference.** The scheduled pre-bid conference is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the Agency will not distribute at this conference any copies of the IFB documents.

3.9. **Recap of Attachments.** It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

Table 3-Recap of Attachments

Document No.	Attachment	Attachment Description
1.0		This IFB Document
2.0	A	Form of Bid
3.0	B	Form HUD-5369-A (11/92), Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
4.0	C	Profile of Firm Form
5.0	D	Section 3 Form Submittal Form
5.1	D-1	Section 3 Explanation
6.0	E	Bid Amount Form
6.0	E-1	

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

<b>7.0</b>	<b>F</b>	<i>Supplemental Instructions to Bidders &amp; Contractors (SIBC)</i>
		Sample Contract Appendix No. 7: form HUD-51000 (1/2014), Schedule of Amounts for Contract Payments
		Sample Contract Appendix No. 8: form HUD-51001 (1/2014), Periodic Estimate for Partial Payment
		Sample Contract Appendix No. 9: form HUD-51002 (1/2014), Schedule of Change Orders
		Sample Contract Appendix No. 10: form HUD 51003 (1/2014), Schedule of Materials Stored
		Sample Contract Appendix No. 11: form HUD-51004 (1/2014), Summary of Materials Stored
		Sample Contract Appendix No. 12: form HUD-5372 (1/2014), Construction Progress Schedule
		Sample Contract Appendix No. 13: form HUD-WH-347 (Dec./2008), Payroll
<b>9.0</b>	<b>H</b>	Technical Specifications (Project Manual): NOTE: In the case of any conflict between the information within this Project Manual and the following Drawings, and within this IFB Document, the information within this IFB



## INVITATION FOR BIDS (IFB) No. B21001

### Cedarwest Apartments Improvements and Renovations

#### 4. Bid Evaluation

- 4.1. Public Opening. At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.
- 4.1.1. Ties. In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- 4.2. Responsive Evaluation. After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).
- 4.3. Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 4.3.1. Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- 4.4. Restrictions. All persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

#### 5. Contract Award

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

- 5.1. Contract Award Procedure. If a contract is awarded as a result of this RFQ, the following detailed procedures will be followed:
- 5.1.1. By completing, executing and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or electronically”. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- 5.2. Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:
- 5.2.1. Contract Period. The Agency anticipates that it will initially award a contract lasting only until the deliverables are completed and received in a satisfactory state.
- 5.2.2. Licensing and Insurance Requirements. Prior to award (but not as a part of the bid submission) the Contractor will be required to provide:
- 5.2.3. Workers Compensation Insurance. An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.2.4. General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with maximum deductible amount of \$5,000;
- 5.2.5. Automobile Insurance. An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.2.6. City/County/State Business License. If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Spokane, Spokane County, and/or the State of Washington.
- 5.2.7. Certificates/Profile of Firm Form. Pertaining to the aforementioned (within Section 5.4) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments Improvements and Renovations

- 5.3. **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated bidder may, at the Agency's options, be the basis for the beginning of negotiations.
- 5.4. **Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.5. **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 work days of notification by the Agency.

SHA IS AN EQUAL OPPORTUNITY EMPLOYER AND REQUESTS RESPONSES FROM  
SECTION 3, MINORITY AND WOMEN BUSINESS ENTERPRISES

**INVITATION FOR BIDS (IFB) No. B21001**

**Cedarwest Apartments ADA Improvements and Renovations**

**Form of BID  
(IFB Attachment A)**

1. **Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please 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. Also, complete the following Statement's herein:

**Table 1**

"X" = Item Included	Tab No.	Bid Submittal Item (one original signature copy of each document)
	1	Form of Bid (Attachment A)
	2	form HUD-5369-C (Attachment B)
	3	Bid Bond (if bid exceeds \$40,000)
	4	Section 3 Business Preference Documentation -(Attachment D, Optional)
	5	Bid Amount Form (Attachment E)

2. **SECTION 3 STATEMENT.** Are you claiming a Section 3 business preference? Yes  No  If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming? \_\_\_\_\_.
3. **Debarred Statement.** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Washington, or any local government agency within or without the State of Washington? Yes  No  If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.
4. **Disclosure Statement.** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes  No . If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.
5. **Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes  No . If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.
6. **Non-Collusive Affidavit.** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity 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



INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments ADA Improvements and Renovations

Form of BID  
(IFB Attachment A)

8. List of Materials and Equipment.

- a. No material or equipment will be considered which is not in every respect equal to that specified or indicated in the Contract Documents.
- b. Materials listed "as specified" will be interpreted as meaning exact item, by brand or make, as specified.

9. **Bidder's Affirmation.** In submitting this bid, it is understood that the right is reserved by the Agency to reject all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

10. **Equal Opportunity Clause.** The bidder represents that **he/she has ( ) , has not ( )**, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 301, of Executive Orders 10925, 11114, 11246, or the Secretary of Labor; **that he/she has ( ) , has not ( )**, filed all required compliance reports; and that representatives indicating submission of the required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

11. **Certification of Non-Segregation Facilities.** By signing this Bid Form, the bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause of this contract. As used in the certification, the term "segregated facilities" means any waiting room, work areas, restrooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit direction of in fact, segregated on the basis of color, race, religion, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the Instructions to Bidders.

INVITATION FOR BIDS (IFB) No. B21001

Cedarwest Apartments ADA Improvements and Renovations

Form of BID  
(IFB Attachment A)

12. **Bidder's Statement.** The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency in hard copy including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas of this attachment pertaining to this IFB.

---

Signature

Date

Printed Name

Company

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

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

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

**PROFILE OF FIRM FORM**  
**(IFB Attachment C)**  
**INVITATION FOR BIDS (IFB) No. B21001**  
**Cedarwest Apartments Improvements and Renovations**

1. Prime  Sub-contractor  (This form must be completed by and for each).
2. Name of Firm:  
 Telephone:  
 Fax:  
 Email:
3. Street Address, City, State, Zip:
4. Please attached a brief biography/resume of the company, including the following information:  
 (a) Year Firm Established; (b) Year Firm Established in Washington State; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
5. Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

Name	Title	% of Ownership

6. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

Name	Title

7. Proposer Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

Resident Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

**PROFILE OF FIRM FORM  
(IFB Attachment C)**  
**INVITATION FOR BIDS (IFB) No. B21001**  
**Cedarwest Apartments Improvements and Renovations**

Woman-Owned  
(MBE)  
\_\_\_\_\_

Woman-Owned  
(Caucasian)  
\_\_\_\_\_

Disabled  
Veteran  
\_\_\_\_\_

Other (Specify):  
\_\_\_\_\_ %

WMBE Certification Number:

Certified by (Agency):

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

8. Federal Tax ID No.:

9. Local Business License No. (if applicable):

10. State of Washington License Type and No.:

11. Federal License Type and No.:

12. Worker's Compensation Insurance Carrier:

Policy No.:

Expiration Date:

13. General Liability Insurance Carrier:

Policy No.

Expiration Date:

14. Professional Liability Insurance Carrier:

Policy No.

Expiration Date:

**Invitation For Bid (IFB)**  
**No. B21001, CedarWest Apartments ADA Improvements and Renovations**  
**Section 3 Business Preference Submittal Form**  
**(RFP Attachment D)**

**1. Introduction.** This form must be fully completed, accompanied by all required attachments, for any proposer claiming a Section 3 Business Preference (hereinafter, "Preference").

- 1.1.** This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 1.2.** Each proposer shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 1.3.** The proposer shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "preference claim" will be accomplished. Failure on the part of the proposer to include any such required attachment fully explaining the claim of the proposer shall result in the Agency not considering the claim for a Preference (though the Agency may, if awarded, later require the proposer to submit the information to satisfy the Section 3 requirements of the ensuing contract).

**2. Current Section 3 Status.** The undersigned proposer hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the proposer has attached justifying documentation for each item following marked with an "X"):

**2.1.** \_\_\_\_ It is 51% or more owned by a Section 3 resident(s):

**Table 1**

(1) Section n	(2) Mark "X"* if Included	(3) Description
2.1.1		Agency resident lease
2.1.2		Evidence of participation in a public assistance program
2.1.3		Articles of Incorporation
2.1.4		Fictitious or Assumed Business Name Certificate
2.1.5		List of owners/stockholders and % of each
2.1.6		Latest Board minutes appointing officers
2.1.7		Organization chart with names and titles and brief functional statement
2.1.8		Partnership Agreement
2.1.9		Corporation Annual Report

**2.2.** \_\_\_\_ At least 30% of its full-time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

**REQUEST FOR PROPOSALS (RFP)**  
**RFP No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Submittal Form**  
**(RFP Attachment D)**

**2.2.1.** To justify this claim, please see the immediate following:

**Table 2**

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

**2.2.2.** Attach a listing of all employees listed within column (3) above, including name and total annual income. Also attach proof of the income, such as a copy of the last tax return (please be sure to "black-out" all but the last 4 digits of the person(s) social security number), or any documentation showing proof of the receipt of public assistance.

**2.3.** \_\_\_He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

**2.3.1.** To justify this claim, please see the immediate following:

**Table 3**

(1)  Name of Section 3 Firm Receiving the Subcontract	(2)  Total Amount of Subcontract(s)	(3)  Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

**2.3.2.** Attach for each firm listed immediately above:

**2.3.2.1.** A detailed description of the subcontracted activity; and

**2.3.2.2.** A fully completed Profile of Firm form.

**2.3.2.3.** Proof of the income of the ownership of the Section 3 firm receiving the subcontract, such as a copy of the last tax return

**REQUEST FOR PROPOSALS (RFP)**  
**RFP No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Submittal Form**  
**(RFP Attachment D)**

for the owner(s) (please be sure to "black-out" all but the last 4 digits of the person(s) social security number) or any other documentation showing proof of receipt of public assistance.

As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

**Table 4**

<b>Priority Claimed (Mark "X")</b>	<b>Max Point Value</b>	<b>Factor Type</b>	<b>Factor Description</b>
		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 20 points awarded).
	20 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
	17 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
	13 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
	11 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
	9 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
	7 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3)

**REQUEST FOR PROPOSALS (RFP)**  
**RFP No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Submittal Form**  
**(RFP Attachment D)**

			years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
	5 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

**3.** The undersigned proposer hereby declares:

- 3.1.** The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.
- 3.2.** He/she is aware that if the Agency discovers that any such information is not true and accurate, such shall allow the Agency to:
  - 3.2.1.** NOT award the proposer a Preference; and
  - 3.2.2.** If the Agency deems such is warranted (e.g. in the case of submitting information the proposer knows to be untrue), declare such proposer to be nonresponsive and not allow the proposer to receive an award.
- 3.3.** He/she is aware that if he/she receives and award as the result of this competitive solicitation, even though he/she may not receive a Preference from the Agency as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the Agency) whenever the successful proposer has need to hire additional employees during the term of the ensuing contract.

The undersigned contractor hereby affirms that the foregoing is true and accurate and that he/she hereby agrees to comply as denoted herein.

---

Signature
Date
Printed Name
Title

**Invitation For Bid (IFB)**  
**No. B21001, CedarWest Apartments ADA Improvements and Renovations**  
**Section 3 Business Preference Explanation (IFB Attachment D-1)**

1. **Introduction.** The purpose of this document is to, in simplified terms, explain to proposers major issues pertaining to the Section 3 Business Preference program required by the Agency's funding source, the U.S. Department of Housing and Urban Development (HUD). Also, hereinafter, a Section 3 Business Preference will be referred to as "Preference."

2. What is Section 3?

- 2.1. Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities, including those communities served by the Agency. Section 3 is intended to ensure that when a contractor has need to hire additional people as the result of receiving a contract from the Spokane Housing Authority (hereinafter, "the Agency"), preference must be given to low- and very low-income persons residing in Spokane County, WA (Section 3 resident), or Section 3 business concerns.
- 2.2. The requirements pertaining to Section 3 apply only to purchases and contracts the Agency completes for work—the requirements of Section 3 DOES NOT apply to purchases or contracts the Agency completes solely for commodities or equipment; meaning, "no work provided, no Section 3 required."
- 2.3. Section 3 is race and gender neutral in that preferences are based on income-level and location.

3. What does the term "Section 3 resident" mean?

- 3.1. A "Section 3 resident" is:
  - 3.1.1. A public housing resident of the Agency; or
  - 3.1.2. A low- or very low-income resident of Spokane County, WA
    - 3.1.2.1. Low- and very low-income within Spokane County, WA is defined as residents within the following income levels for FY 2019 (Median Income = \$71,700):

Table 1

<sup>1</sup> Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	25,100	28,700	32,300	<b>35,850</b>	38,750	41,600	44,500	47,350
Extremely Low (30%)	15,050	17,200	21,330	<b>25,750</b>	30,170	34,590	39,010	43,430
Low (80%)	40,150	45,900	51,650	<b>57,350</b>	61,950	66,550	71,150	75,750

4. What does the term "Section 3 business concern" mean?

- 4.1. A "Section 3 business concern" is a business that can provide evidence that it meets one of the following:
  - 4.1.1. It is 51% or more owned by a Section 3 resident; or

<sup>1</sup> Income Limit figures are based on FY2017 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2017 FMR documentation.

**REQUEST FOR PROPOSALS (RFP)**  
**No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Explanation (RFP Attachment D-1)**

- 4.1.2. At least 30% of its full-time employees include person that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents; or
- 4.1.3. Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications within the preceding 3.1.1 or 3.1.2.

5. Is participation in Section 3 optional?

- 5.1. Except for purchases or contracts solely for commodities and equipment, as a part of the solicitation the Agency will offer all proposers and proposers the option of a Preference.
- 5.2. In response to a competitive solicitation (this Invitation to Bid or IFB), proposers are not required to respond to the Agency with a claim of a Preference (meaning, such claim is optional and failure to respond with a claim of a Preference will not cause the proposer to be deemed non-responsive); however, if a proposer does claim a Preference, then the Agency will consider, investigate, and determine the validity of each such claim for a Preference.
- 5.3. Regardless of whether a proposer claims a Preference in response to a solicitation, the recipient of the award will be required to, "to the greatest extent feasible," implement the requirements of Section 3 during the ensuing awarded contract term.

6. Must a contractor receiving an award from the Agency take part in the Section 3 program?

- 6.1. The short answer is "Yes," as detailed following, each contractor must, "to the greatest extend feasible," take part in the program.

**REQUEST FOR PROPOSALS (RFP)**  
**No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Explanation (RFP Attachment D-1)**

6.1.1. If the Contractor wishes, he/she may claim a Preference during the competitive solicitation process (please see Attachment D, most specifically Section 2.0 thereon). Pertaining to this Request for Proposals competitive solicitation process, the Agency will give a Preference based upon the following:

Table 2

Max Point Value	Factor Type	Factor Description
	Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. (NOTE: A maximum of 15 points awarded).
15 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
13 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
15 points		Maximum Available Preference Points (Additional)

6.1.2. It is possible that a contractor may demonstrate, to the Agency's satisfaction that he/she has made a good faith and reasonable effort to comply with the requirements of Section 3, but it

**REQUEST FOR PROPOSALS (RFP)**  
**No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Explanation (RFP Attachment D-1)**

is not feasible to implement any portion of the Section 3 program. Such failure must be fully documented by the contractor and approved by the Agency or that contractor may be deemed not responsible by the Agency and the contract may be, at the Agency's discretion, not awarded or terminated.

7. Be aware that, as detailed within §135.38, the following Section 3 Clause will be a part of every applicable contract the Agency executes, and when a contractor executes the contract he/she is thereby agreeing to comply with the following:

**SECTION 3 CLAUSE**

- 7.1. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- 7.2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- 7.3. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 7.4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- 7.5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the

**REQUEST FOR PROPOSALS (RFP)**  
**No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Explanation (RFP Attachment D-1)**

grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.

- 7.6. 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.
  - 7.7. 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).
8. As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful proposer or Contractor will be able to denote the "efforts" his/her firm will formally commit to implement if he/she is awarded a contract:
- 8.1. Entering into "first source" hiring agreements with organizations representing Section 3 residents.
  - 8.2. Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
  - 8.3. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
  - 8.4. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
  - 8.5. Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For the Agency, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
  - 8.6. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
  - 8.7. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to

**REQUEST FOR PROPOSALS (RFP)**  
**No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Explanation (RFP Attachment D-1)**

be conducted by an Agency or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

- 8.8. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 8.9. Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 8.10. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 8.11. Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the Agency's or contractor's training and employment positions.
- 8.12. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the Agency's or contractor's training and employment positions.
- 8.13. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 8.14. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the Agency, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the Agency or contractor intends to fill.
- 8.15. For the Agency, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 8.16. Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 8.17. Undertaking job counseling, education, and related programs in association with local educational institutions.
- 8.18. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 8.19. After selection of proposers but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

**REQUEST FOR PROPOSALS (RFP)**  
**No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Explanation (RFP Attachment D-1)**

- 8.20. Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
9. As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, as a part of the contract award process, to satisfy the requirements of Section 3 the successful proposer or Contractor will be able to denote the "efforts" his/her firm will formally commit to implement if he/she is awarded a contract:
- 9.1. Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
  - 9.2. In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
  - 9.3. Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.
  - 9.4. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Agency.
  - 9.5. For the Agency, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
  - 9.6. Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the proposal invitations or request for proposals.
  - 9.7. Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
  - 9.8. Coordinating pre-proposal meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
  - 9.9. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
  - 9.10. Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
  - 9.11. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

**REQUEST FOR PROPOSALS (RFP)**  
**No. P19003, RAD Brokerage Services**  
**Section 3 Business Preference Explanation (RFP Attachment D-1)**

- 9.12. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 9.13. Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 9.14. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 9.15. Developing a list of eligible section 3 business concerns.
- 9.16. For the Agency, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963.
- 9.17. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 9.18. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 9.19. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 9.20. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 9.21. Actively supporting joint ventures with section 3 business concerns.
- 9.22. Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

INVITATION FOR BIDS (IFB) No. B21001

(IFB Attachment E)

Cedarwest Apartments Improvements and Renovations

Base Bid

1. PROJECT: Nora Building Tenant Improvements and Renovation

1.1. **BIDDER'S DECLARATION.** The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

1.2. **PRICING ITEMS.** The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Item No.	Qty	U/M	Description	Amount
1		Lump Sum	<b>Base Bid:</b> Firm-fixed Fee to complete all the work detailed within the attached Architectural and Engineering Technical Specifications. Excluding: all Electrical and Plumbing which are already under contract.	
			<b>Deduct Alternate 1-</b> Concrete Ramp and Asphalt <b>Deduct Alternate 2-</b> Office Improvements and Pool Lift	

1.3. Name of Bidder: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Bidder's Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone*

INVITATION FOR BIDS (IFB) No. B21001

(IFB Attachment E)

Cedarwest Apartments Improvements and Renovations

Base Bid

INVITATION FOR BIDS (IFB) No. B21001

(IFB Attachment E)

Cedarwest Apartments Improvements and Renovations

Base Bid

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

**IF PARTNERSHIP**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

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

### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

#### **10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

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

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

#### **11. Preconstruction Conference (applicable to construction contracts)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
Cedarwest Apartments Improvements and Renovations  
Supplemental Instructions to Bidders & Contractors (SIBC)

Contents

1.	GENERAL CONDITIONS. ....	2
1.1.	Applicability. ....	2
1.2.	Definitions ....	2
2.	CONDITIONS TO BID. ....	4
2.1.	Pre-Qualification of Bidders. ....	4
2.2.	IFB Forms, Documents, Specifications, and Drawings.....	4
2.3.	Bid Preparation, Submission, and Receipt by the Agency. ....	4
2.4.	Exceptions to Specifications. ....	6
2.5.	Lump Sum Cost Breakdown (LSCB). ....	6
3.	BID EVALUATION. ....	7
3.1.	Bid Opening Results. ....	7
3.2.	Award of Bid(s). ....	7
3.3.	Rejection of Bids. ....	7
3.4.	Cancellation of Award. ....	8
3.5.	Mistake in Bid Submitted. ....	8
3.6.	Irregular Bid Submittal. ....	8
3.7.	Disqualification of Bidders.....	9
3.8.	Burden of Proof.....	10
4.	RIGHT TO PROTEST ....	10
4.1.	Rights.....	10
4.2.	Administrative Powers. ....	10
4.3.	Procedure to Protest.....	10
5.	DISPUTED BILLINGS (CHARGES) ....	12
5.1.	Procedures.....	12
6.	ADDITIONAL CONSIDERATIONS. ....	13
6.1.	Right of Joinder. ....	13
6.2.	Non-Escalation.....	13
6.3.	Funding Restrictions and Order Quantities.....	13
6.4.	Required Permits. ....	13
6.5.	Taxes.....	14
6.6.	Government Standards. ....	14
6.7.	Freight on Bill and Delivery. ....	14
6.8.	Communication.....	14
6.9.	Work on Agency Property. ....	14
6.10.	Estimated Quantities.....	14
6.11.	Warranty.....	15
6.12.	Official, Agent and Employees of the Agency Not Personally Liable.....	15
6.13.	Subcontractors.....	15
6.14.	Salaries and Expenses Relating to the Successful Bidders Employees. ....	15
6.15.	Attorney’s Fees. ....	15

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

6.16.	Independent Contractor.....	15
6.17.	Severability.....	16
6.18.	Waiver of Breach.....	16
6.19.	Time of the Essence.....	16
6.20.	Limitation of Liability.....	16
6.21.	Indemnity.....	17
6.22.	Lobbying Certification.....	18
6.23.	2 CFR §200.326, Appendix II, Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.....	19
6.24.	Additional Federally Required Orders/Directives.....	22

1. GENERAL CONDITIONS.

1.1. Applicability.

If referred to within the text of such, this SIBC shall be applicable to all construction-related Invitation for Bids (IFB) solicitations that the Housing Authority of Spokane (hereinafter, "the Agency") conducts and shall be applicable to any contract that the Agency awards to or signs with any firm, agency or individual pursuant to that IFB. A copy of this SIBC shall be made available to any actual or prospective bidder, or Contractor who does business with or intends to do business with the Agency.

1.1.1. **HUD Forms.** Unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the IFB or contract document shall govern. Further, in the case of any attached HUD forms, most specifically: HUD-5369-A (11/92); HUD-5369 (10/2002); HUD-5370 (1/2014), the information within such HUD form(s) shall govern over any other information issued, especially any information issued within any Agency-created forms that are issued as a part of this solicitation.

1.2. Definitions

(pertaining to all IFB documents issued by the Agency pertaining to this IFB, including the attachments and the ensuing contract):

1.2.1. **"Agency" is the Housing Authority of Spokane.** Unless otherwise defined herein or within the ensuing contract, whenever the term "the Agency" is used without clearly designating a responsible Agency staff person, the bidder(s) shall assume that responsibility for that item rests with the CO.

1.2.2. **"Contract"** refers to the fully executed written agreement that ensues from the IFB. Whereas all IFB documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the IFB documents such is referring to both the IFB documents and the ensuing contract document.

1.2.3. **"Contracting Officer (CO)"** - When named within an IFB document shall refer to either the

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

ED or the person he/she has delegated such responsibilities to.

- 1.2.4. **"Contractor" and the term "successful bidder"** may be used interchangeably.
- 1.2.5. **"Days"** unless otherwise directed, shall refer to calendar days.
- 1.2.6. **"ED"** is the Agency Executive Director.
- 1.2.7. **"Herein"** shall refer to all documents issued pursuant to the noted IFB, including the IFB documents and the attachments.
- 1.2.8. **"HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Agency receives some funding from; however, pertaining to this IFB, correspondences, including bid submittals, received from each bidder must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).
- 1.2.9. **"Offer"** is the bid submittal referred to within the following Section 1.2.12 that the bidder delivers to the Agency in response to the IFB.
- 1.2.10. **"Offeror" or "Offerors"** are the bidders.
- 1.2.11. **"Parties"** - When "the parties," "both parties" and/or "either party" is stated within the IFB documents or the contract, such refers to the Agency and the successful bidder(s).
- 1.2.12. **"Bid" and/or "Bid Submittal"** is the "hard copy" document that the bidder is required to, as detailed within the IFB document, deliver to the Agency.
- 1.2.13. **"Protestant"** is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an IFB or contract, the protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents).
- 1.2.14. **"Prospective Bidder" or "Bidder"** - A prospective bidder is a firm or individual who has been notified of the IFB solicitation and/or who has requested and/or received the IFB documents and is considering responding with a bid; a bidder is a firm or individual who has submitted a bid in response to the IFB. All terms and conditions shall apply equally to all prospective and/or actual bidders, though prospective bidders may not, after the deadline set for receiving bids, receive further notices pertaining to that IFB—meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to actual bidders and not to all prospective bidders.
- 1.2.15. **"Invitation for Bids" (IFB)** is the competitive bid process allowed by HUD, especially as defined within Chapter 6 of HUD Procurement Handbook 7460.8 REV 2.
- 1.2.16. **"IFB Document(s)"** - Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted online or at area Plan

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

Centers that the Agency makes available to all prospective bidders wherein is detailed the Agency's requirements.

1.2.17. **“Solicitation” or “Competitive Solicitation”** is the IFB process detailed herein.

2. **CONDITIONS TO BID.**

2.1. **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 that the bidder is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective bidder to provide the requested information may, at the Agency’s discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information as a part of the IFB process (in the case of a successful bidder(s), these requirements shall also apply in the context of the successful bidder or bidders).

2.2. **IFB Forms, Documents, Specifications, and Drawings.**

2.2.1. It shall be each prospective bidder’s responsibility to, prior to submitting a bid in response to the IFB, examine carefully and, as may be required, properly complete and submit all documents issued pursuant to this IFB.

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

2.2.3. The Agency shall reserve the right to, prior to award, 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; such notice shall be delivered in writing to each prospective and/or actual bidder. Such changes that are issued before the deadline for receipt of bids shall be binding upon all prospective bidders. Such changes that are issued after the receipt of bids, but prior to award shall be binding upon all parties that have submitted bids; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her bid. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3. **Bid Preparation, Submission, and Receipt by the Agency.**

2.3.1. **Required Forms.** All required forms furnished by the Agency as a part of the IFB document issued 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

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

form (for example, signature lines must appear on the page the line was originally intended to be on).

- 2.3.2. Manner of Submission.** The bid submittal shall be submitted in the manner detailed within the IFB document. 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 the CO, eliminate that bidder from consideration for award.
- 2.3.3. Time for Receiving Bids.** Bids received prior to the time set as the deadline for the receipt by the Agency of the bid submittal shall be securely kept, unopened, by the Agency. The CO, 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, except as detailed Section 5 of form HUD-5369 (10/2002), Late Submissions, Modifications and Withdrawal of Bids), each form attached hereto.
- 2.3.3.1. Bidders are cautioned that any bid submittal that may be time-stamped as being received by the Agency after the exact time set as the deadline for the receiving of bids shall be returned unopened to the bidder. Any such bids inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the Agency or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.
- 2.3.4. Public Opening of Bids.** Pursuant to the IFB process, bids shall be publicly opened at the day and time published in the IFB documents. At the bid opening, only the name of the company and the pertinent cost information will be read aloud (for instance, in the case of bids with multiple line items in a number that it is not realistic to read all item, only the actual or calculated total may be read. The full determination of responsiveness (i.e. minimum compliance with the requirements of the IFB) and responsibility will be conducted by an Agency official in private after the public bid opening. Persons other than Agency staff involved in this process are not allowed to be present during the responsive and responsibility evaluations, nor may they at inspect the bids until after award has been completed.
- 2.3.5. Withdrawal of Bids.** Bids may be withdrawn as detailed within Section 5 of form HUD-5369 (11/2002), Late Submissions, Modifications and Withdrawal of Bids), each form attached hereto. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.
- 2.3.6. Conflicting Conditions.** Any provisions detailed within any of the IFB documents which may be in conflict or inconsistent with any of the paragraphs in any of the other IFB documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this SIBC, unless otherwise

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the IFB or contract document shall govern.

**2.3.7. Interpretations.** No official oral interpretation can be made to any bidder as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this IFB. Every request for an official interpretation shall be made by the prospective bidder, in writing, pursuant to the schedule set within the IFB document issued and as directed by the Agency. Official interpretations will be issued in the form of addenda, which will be delivered to each bidder; but it shall be the prospective bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the IFB documents and the proposed contract with the successful bidder and all bidders shall be bound by such addenda, whether or not received by the prospective or successful bidder(s).

**2.4. Exceptions to Specifications.**

**2.4.1.** A bidder may take exception to any of the bid documents or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the bid deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the Agency will be issued in writing within 5 days of receipt of such exception request. The Agency reserves the right to agree with the prospective bidder and issue a revision to the applicable IFB requirements or may reject the prospective bidder's request.

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

**2.5. Lump Sum Cost Breakdown (LSCB).**

**2.5.1.** The Agency reserves the right to, at any time, request and receive from any or all bidders a LSCB of any or all the costs bided. The bid documents constitute an outline of the work to be completed by the bidder. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the bid documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

**2.5.1.1.** The purpose of this LSCB will serve the Agency in two distinct areas:

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

- 2.5.1.1.1. Prior to award of Bids. The Agency may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of determining an unbalanced cost bid. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.
- 2.5.1.1.2. After Award. The Agency may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of making partial payments to the successful bidder.
- 2.5.1.1.3. Increase/Decrease. Under no circumstances, may any cost item reflected as “lump sum” be increased and/or decreased as a result of the LSCB analysis.

3. BID EVALUATION.

3.1. Bid Opening Results.

It is understood by all bidders/prospective bidders that the bids received will be publicly opened and read aloud and the results will immediately be a matter of public record; meaning, the Agency will record all bids on a bid tabulation form and make such tabulation available to any person upon request.

- 3.1.1. Bid documents submitted by the bidders shall not be a matter of public record until after award has been completed. The Agency shall, however, upon request, verify that the bid documents submitted are/were acceptable.

3.2. Award of Bid(s).

The successful bidder shall be determined as the responsive and responsible bidder who submits the lowest actual or calculated cost as detailed with the IFB, as long as he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the Agency, to the best interests of the Agency to accept the bid. All bidders will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3. Rejection of Bids.

- 3.3.1. The Agency reserves the right to, at any time during the bid process, reject any or all bids received. In the case of rejection of all bids, the Agency reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.
- 3.3.2. Prospective bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid that the submission of a bid to the Agency is not a right by which to be awarded that bid, but merely an offer by the prospective bidder to perform

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

the requirements of the IFB documents in the event the Agency decides to consider an award to that bidder.

**3.4. Cancellation of Award.**

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

**3.5. Mistake in Bid Submitted.**

**3.5.1.** A request for withdrawal of a bid due to a purported error need not be considered by the Agency unless the same is filed in writing by the bidder within 48 hours after the bid deadline (bidders may of their own volition withdraw a bid prior to the bid deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Agency, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and prepared by the bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the Agency retains the right to accept or reject any bid withdrawal for a mistake.

**3.5.2.** Unless otherwise prohibited within the IFB documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Agency's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.

**3.6. Irregular Bid Submittal.**

A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at the Agency 's discretion, be cause for rejection:

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

- 3.6.1. If the forms furnished by the Agency are not used or are altered or if the bid costs are not submitted as required and where provided.
  - 3.6.2. If all requested completed attachments do not accompany the bid submitted.
  - 3.6.3. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the bidder submitting the same a competitive advantage over other bidders.
  - 3.6.4. If the bidder adds any provisions reserving the right to accept or reject any award or to enter a contract pursuant to an award.
  - 3.6.5. If the individual Pricing Items submitted by a specific bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the Agency's cost estimate for that item.
- 3.7. **Disqualification of Bidders.**  
Any one or more of the following shall be considered as enough for the disqualification of a bidder and the rejection of his/her bid:
- 3.7.1. Evidence of collusion among prospective or actual bidders. Participants in such collusion will receive no recognition as bidders or bidders for any future work of the Agency until such participant shall have been reinstated as a qualified bidder or bidder. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
  - 3.7.2. More than one bid for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Agency within the bid documents issued, including by addendum.
  - 3.7.3. Lack of competency, lack of experience and/or lack of adequate machinery, plant, and/or other resources.
  - 3.7.4. Documented unsatisfactory performance record as shown by past work for the Agency or with any other local, State, or Federal agency, judged from the standpoint of workmanship and progress.
  - 3.7.5. Incomplete work, which in the judgment of the Agency, might hinder or prevent prompt completion of additional work, if awarded.
  - 3.7.6. Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
  - 3.7.7. Failure to comply with any qualification requirement of the Agency.
  - 3.7.8. Failure to list, if required, all subcontractors (if subcontractors are allowed by the Agency)

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

who will be employed by the successful bidder(s) to complete the work of the bid contract.

**3.7.9.** As required by the IFB documents, failure of the successful bidder to be properly licensed by the State of Washington, local jurisdictions, and/or to be insured by a general liability and/or worker's compensation policy.

**3.7.10.** Any legal reason to be determined, in good faith, to be in the best interests of the Agency.

**3.8. Burden of Proof.**

If requested by the Agency, it shall be the responsibility of the bidder(s) to furnish the Agency with sufficient data or physical samples, within a specified time, so that the Agency may determine if the goods or services offered conform to the Specifications.

**4. RIGHT TO PROTEST**

**4.1. 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. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

**4.1.1.** An alleged aggrieved "protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The Agency has no obligation to consider a protest filed by any party that does not meet these criteria.

**4.2. Administrative Powers.**

It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

**4.3. Procedure to Protest.**

An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

**4.3.1.** The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

- 4.3.2.** The written instrument containing the reason for the protest must be received by the CO within 10 days after the occurrence of any of the following:
- 4.3.2.1. The deadline for receiving bids;
  - 4.3.2.2. Receipt of notification of the results of the evaluation or the award; or
  - 4.3.2.3. The alleged aggrieved protestant knows or should have known the facts.
- 4.3.3.** In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the bid deadline). Protests received after these dates shall not be considered.
- 4.3.4.** The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.
- 4.3.5. Administrative Appeal.** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted. The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Agency from accepting or acting on that request for administrative hearing:
- 4.3.5.1. The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relieve the Agency of any responsibility to consider such request.
  - 4.3.5.2. The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
  - 4.3.5.3. It shall be within the administrative powers of the ED to, after review of the request submitted, grant, or deny any request for administrative

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

appeal.

- 4.3.5.4. If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.
- 4.3.5.5. If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all bids submitted and a copy of the original written protest, to the Agency Legal Counsel for consideration. The Agency Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.
- 4.3.5.6. Such written decision delivered to the alleged aggrieved protestant shall exhaust the Agency internal protest and administrative appeal process available to the alleged aggrieved protestant.

5. DISPUTED BILLINGS (CHARGES)

5.1. Procedures.

In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370 (1/2014), General Conditions for Construction Contracts – Public Housing Programs, each form attached hereto, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

- 5.1.1. The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.
- 5.1.2. If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.
- 5.1.3. If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either:
  - 5.1.3.1. Pay the disputed charges and reserve the right to submit the matter to the

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

appropriate District Court in the State of Washington;

5.1.3.2. Not pay the disputed charge and submit the matter to the appropriate district court in the State of Washington;

5.1.3.3. Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of Washington.

6. ADDITIONAL CONSIDERATIONS.

**6.1. Right of Joinder.**

6.1.1. Any political subdivision within the State of Washington may be granted the privilege of joining the awarded contract, only at the option of the successful bidder. If the successful bidder so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful bidder.

6.1.2. The successful bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful bidder allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the successful bidder in any manner whatsoever.

**6.2. Non-Escalation.**

Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

**6.3. Funding Restrictions and Order Quantities.**

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

6.3.1. Funding is not available;

6.3.2. Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

6.3.3. The Agency's requirements in good faith change after award of the contract.

**6.4. Required Permits.**

Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the Agency or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful bidder and any costs submitted by the bidder shall reflect all costs required by the successful bidder to procure and provide such necessary

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

permits.

**6.5. Taxes.**

All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Washington State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

**6.6. Government Standards.**

It is the responsibility of the prospective bidder to ensure that all items and services bid conform to all local, State, and Federal laws concerning safety (OSHA and NOSHA) and environmental control (EPA and Washington Department of Ecology) and any other enacted ordinance, code, law, or regulation. The successful bidder 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 for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

**6.7. Freight on Bill and Delivery.**

All costs submitted by the successful bidder shall reflect the cost of delivering the bidded items and/or services to the location(s) specified within the IFB documents or within the contract.

- 6.7.1.** The successful bidder 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 agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

**6.8. Communication.**

If during the period of the contract, it is necessary that the Agency place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls and/or telegrams.

**6.9. Work on Agency Property.**

If the successful bidder's work under the contract involves operations by the successful bidder on Agency premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors.

**6.10. Estimated Quantities.**

Unless otherwise indicated within the IFB documents, the quantities reflected within the IFB documents, to the best of the Agency's knowledge, reflect projected consumption data. These

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Agency under the finalized contract; but, pursuant to all IFB documents, these quantities will be used as calculation figures to determine the successful bidder.

**6.11. Warranty.**

- 6.11.1.** 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.
- 6.11.2.** The liability of the successful bidder to the Agency (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.

**6.12. Official, Agent and Employees of the Agency Not Personally Liable.**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

**6.13. Subcontractors.**

Unless otherwise stated within the IFB documents, the successful bidder 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 the CO.

**6.14. Salaries and Expenses Relating to the Successful Bidders Employees.**

Unless otherwise stated within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful bidder further agrees to comply with all Federal, State, and local, wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

**6.15. Attorney's Fees.**

In the event that one party commences litigation hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

**6.16. Independent Contractor.**

Unless otherwise stated within the IFB documents or the contract, the successful bidder is an

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
Cedarwest Apartments Improvements and Renovations  
Supplemental Instructions to Bidders & Contractors (SIBC)

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.

**6.17. Severability.**

If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, 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.

**6.18. Waiver of Breach.**

A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition 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.

**6.19. Time of the Essence.**

Time is of the essence under this agreement as to each provision in which time of performance is a factor.

**6.20. Limitation of Liability.**

In no event shall the Agency be liable to the successful bidder for any indirect, incidental, consequential, or exemplary damages.

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

**6.21. Indemnity.**

- 6.21.1.** The successful bidder shall protect, indemnify and hold the Agency, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the Agency, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the Agency, its officers, employees, agents, consulting engineers or other retained consultants such as:
- 6.21.1.1. as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
  - 6.21.1.2. as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
  - 6.21.1.3. using unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed so as to give rise to a claim; or
  - 6.21.1.4. because of any claim or amount recovered under any law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the successful bidder in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful bidder under and by virtue of this contract which is considered necessary by the Agency for such purpose, may be retained by the Agency for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the Agency provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

- 6.21.2. In this connection, it is expressly agreed that the successful bidder shall, at its own expense, defend the Agency, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful bidder has indemnified the Agency, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful bidder shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the Agency shall reimburse the successful bidder for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.
- 6.21.3. Reimbursement to the successful bidder by the Agency, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the IFB documents.
- 6.21.4. The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

**6.22. Lobbying Certification.**

By proposing to do business with the Agency or by doing business with the Agency, each bidder certifies the following:

- 6.22.1. No Federal 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of an 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.
- 6.22.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 6.22.3. The successful bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants,

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

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

6.22.4. This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6.23. **2 CFR §200.326, Appendix II, Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.**

Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether actually inserted or by reference:

6.23.1. **Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

6.23.1.1. If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 32 of Contract Appendix No. 1, form HUD-5370 (01/2014), General Conditions for Construction Contracts – Public Housing Programs, which form is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

6.23.1.2. Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

6.23.1.3. After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

6.23.1.4. The response to any protest received shall be conducted in accordance with Section 4 of this document.

**6.23.2. Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 34 of Contract Appendix No. 1, form HUD-5370 (01/2014), General Conditions for Construction Contracts-Public Housing Programs, attached hereto.

**6.23.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6.23.4. Davis-Bacon Act, as amended (40 U.S.C.3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 6.23.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6.23.6. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 6.23.7. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 6.23.8.** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 6.23.9. Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.23.10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 6.23.11. §200.322 Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**6.24. Additional Federally Required Orders/Directives.**

Both parties agree that they will comply with the following laws and directives that the Agency has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this IFB:

**Invitation for Bids (IFB) No. B21001 (IFB Attachment F)**  
**Cedarwest Apartments Improvements and Renovations**  
**Supplemental Instructions to Bidders & Contractors (SIBC)**

- 6.24.1. **Executive Order 11061, as amended**, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 6.24.2. **Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 6.24.3. **Public Law 90-284, Title VIII of the Civil Rights Act of 1968**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 6.24.4. **The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 6.24.5. **Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.)**.
- 6.24.6. **HUD Information Bulletin 909-23 which is the following:**
- 6.24.6.1. Notice of Assistance Regarding Patent and Copyright Infringement;
- 6.24.6.2. Clean Air and Water Certification; and
- 6.24.6.3. Energy Policy and Conversation Act.
- 6.24.7. The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement 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.