



**525 South Lawrence Street
Montgomery, Alabama 36104**

**Plaza at Centennial Hill – Phase Three Construction
Invitation for Bids (IFB) Number 2018-09**

TYPE OF PROJECT: Invitation for Bids (IFB) for Plaza at Centennial Hill- Phase Three Construction.

DATE OF ISSUANCE: Friday, December 21, 2019

DESCRIPTION OF SERVICES: The Montgomery Housing Authority (MHA) is issuing an Invitation for Bids (IFB) to interested qualified companies to perform construction services located at the Plaza at Centennial Hill-Phase Three Construction

CONTACT PERSON: Martha Groomster, Procurement/Contract Administrator
mgroomster@mhatoday.org

PRE-BID CONFERENCE: Thursday, January 10, 2019 @ 2:00 P.M. CST
The Plaza
515 Percy Drive
Montgomery, Alabama 36104

LAST DAY FOR QUESTIONS: Tuesday, January 22, 2019 @ 2:00pm CST

SUBMISSION DEADLINE: Tuesday, February 5, 2019 at 2:00pm CST

SUBMISSION ADDRESS: Montgomery Housing Authority
Attention: Procurement/Contract Office
525 South Lawrence Street
Montgomery, Alabama 36104

BID OPENING ADDRESS: Montgomery Housing Authority
525 South Lawrence Street
Montgomery, Alabama 36104

A Pre-Bid meeting will be held on Thursday, January 10, 2019 @ 2:00 P.M. CST. at The Plaza 515 Percy Drive Montgomery, Alabama 36104. General Contractors are encouraged to attend. Contractors will have an opportunity to visit the site after the Pre-Bid meeting.

Sealed bids will be accepted at the Montgomery Housing Authority, 525 South Lawrence Street, Montgomery, Alabama, 36104, by mail in a bid package prior to the date and time noted above to the attention of Martha Groomster, Procurement/Contract Administrator. **Late submissions will not be accepted.**

Contractors must be licensed by the General Contractors Licensure Board of Alabama and meet the statutory requirements, including liability and workers compensation insurance and maintaining a license in good standing. **All bidders must include a current license number with the submission of the bid.**

The responsibility for submitting a response to this IFB to the Montgomery Housing Authority, on or before the stated time and date, will be solely and strictly the responsibility of the respondent. The Housing Authority is not liable for any costs incurred by the Bidder prior to issuance of a contract. The Bidder shall wholly absorb all costs incurred in the preparation and presentation of the bid.

1.0 SCOPE OF SERVICE:

1.1 Purpose: The general scope of work includes: New Construction of forty (40) units of Affordable Rental Housing across a total of twelve (12) buildings, consisting of eight (8) building types ranging from one-bedroom apartment flats in multistory buildings, two- and three-bedroom townhomes, and two- and three-bedroom single family homes. Site infrastructure includes earthwork, site grading, asphalt and concrete paving, landscaping, storm water management, and sanitary sewer.

The bid for work to be performed under this contract shall consist of supplying all required materials, labor, and equipment to perform the work necessary for general construction described in the drawing set and project manual prepared by Williams Blackstock Architects, P.C. dated November 19, 2018

1.2 Specifications: See specifications attached dated November 19, 2018 by WBA.

1.3 Time Line for Service: Construction services must begin within ten (10) days of MHA's "Notice to Proceed" and should be completed within four-hundred (400) calendar days thereafter. A penalty of \$1000 per day (liquidated damages) will be assessed for each day over the 400th calendar day.

2.0 GENERAL CONDITIONS:

2.1 Conformity with IFB

All bids must conform to the requirements presented in this IFB. Bids not in conformity may be rejected. Exceptions to any requirement must be clearly noted in the bidders' response.

2.2 Contract Terms/Consultant Agreement

Contract terms will be for four-hundred (400) calendar days. All items included in this IFB must

be included in the final contract. All contracts between the parties will be governed by and enforced in accordance with Federal HUD regulations and the laws of the State of Alabama.

2.3 License

The contractor will have and maintain all required licenses necessary to conduct business in the City of Montgomery and any specialty licenses required to perform required work listed in this IFB. Copies of all licenses must be on file in the Procurement/Contract Office of the Montgomery Housing Authority, prior to contractor starting work.

2.4 Right to Reject Bids

The MHA reserves the right to reject any or all bids, to waive technicalities and to accept any offer deemed to be in the best interest of MHA. Montgomery Housing Authority reserves the right to seek additional or new bids and to waive informalities and minor inequities in bids received.

2.5 Rights to Submitted Material

All bids, responses, inquiries or correspondence relating to or in reference to this IFB, and all reports, charts, displays, schedules, exhibits, and other documents provided by companies will become the property of the MHA when received.

2.6 Required Forms

The necessary HUD forms are available for download on our website at: www.mhatoday.org/procurement

Submit a copy of the following HUD Attachments:

- HUD 5369 Instructions for Bidders (**Submit with bid**)
- HUD 5369-A Representations/Certifications of Bidders (**Submit with bid**)
- HUD 5370 General Conditions for the Contract for Construction
- HUD 50070 Drug-Free Workplace Certification (**Submit with bid**)
- HUD 50071 Certification of Payments to Influence Federal Transactions (**Submit with bid**)
- HUD SF-LLL Disclosure of Lobbying Activities (**Submit with bid**)
- Bid Bond Form (**Submit with bid**)
- Certificate as to Corporate Principal Form (**Submit with bid**)
- Non-Collusive Form (**Submit with bid**)
- Bid Form (**Submit with bid**)
- MHA Insurance Coverage Checklist
- MHA Hourly Wage Form
- DOL Payroll Form WH-347
- Vendor Registration Form
- Davis Bacon Wage Rates
- Performance Bond Form
- Labor and Material Payment Bond Form

2.7 Additional Information

All inquiries, requests for site visits and/or additional information relative to this IFB should be directed (at least ten (10) days prior to bid deadline date and time) to Martha Groomster, Procurement/Contract Administrator at mgroomster@mhatoday.org.

2.8 Insurance & Bid Bond

The company must certify/show proof of workers compensation (if applicable), general liability (minimum coverage of \$1,000,000 per occurrence) and auto liability (\$1,000,000 per occurrence). Insurance coverage must be maintained throughout the term of the contract. Copies of all proof of insurance must be on file in the Procurement Office prior to contractor beginning work. A cashier check or bid bond payable to the MHA in the amount of not less than five (5) percent of the amount of the bid, but not more than \$10,000.00, will be required prior to the release of the “Notice to Proceed” to the successful bidder. Successful bidder will be required to furnish and pay satisfactory Performance and Payment Bonds equal to the amount of the contract.

3.0 COMPANY/FIRM INFORMATION:

A major consideration in awarding a contract is the experience and services of the contractor. The following information is requested from each company:

General Company Information

Each company must furnish a brief history of itself including how long it has been in business and any major offices located in Montgomery and/or any major offices located in the Southeast United States. List three references (name, address and telephone number) that may be contacted where similar work has been performed.

4.0 SELECTION PROCESS:

4.1 Invitation for Bids (IFB)

This IFB is intended to provide interested contractors with uniform information concerning the MHA’s requirements for providing the requested services.

4.2 Bid Requirements:

- Provide proof of business licenses, insurances, and references
- Provide list of qualified persons to perform specified jobs
- Provide a time line for job completion (Maximum 400 calendar days)
- Providing all other things being equal, the contract will be awarded to the lowest/responsible bidder. If the lowest bidder declines the offer or references do not prove to be true, the contract will be offered to the next lowest bidder, and so on
- Bid Packages must include all required HUD Forms
- Contractor warranty must be in place for one year on all workmanship
- All equipment warranties must be given to MHA

5.0 BID FORMAT:

5.1 Bids should be written in a concise, straightforward and forthright manner. Superficial marketing statements and materials should be avoided. Bids should be organized in the following manner, using required forms where appropriate:

1. Company Information Form (**Attachment A**)
2. Bid Form (**Attachment B**)
3. HUD required forms listed in Section 2.7

HUD 5369 Instructions for Bidders (Submit with bid)

HUD 5369-A Representations/Certifications of Bidders (Submit with bid)

HUD 50070 Drug-Free Workplace Certification (Submit with bid)

HUD 50071 Certification of Payments to Influence Federal Transactions (Submit with bid)

HUD SF-LLL Disclosure of Lobbying Activities (Submit with bid)

Certificate as to Corporate Principal Form (Submit with bid)

Non-Collusive Form (Submit with bid)

Bid Form (Submit with bid)

4. Copy of all required Licenses

5.2 Bid Submittal

Bids must be submitted in a *sealed envelope* that shows the company's name and address and **clearly** written on the outside of the sealed envelope must be the words "**Plaza at Centennial Hill Phase Three IFB #2018-09, DEADLINE: Tuesday, February 5, 2019 at 2:00pm CST**"- along with **Contractor's (AL) License Number**. All bids must be submitted in accordance with the conditions and instructions provided herein. Bids must contain all information listed in Section 5.0 Bid Format of this IFB. All bids must remain open for acceptance for ninety (90) days.

6.0 DAVIS BACON WAGE DETERMINATION:

Bidder must agree to pay their employees not less than the minimum wage rates for residential work prescribed by General Decision Number: AL180111, dated January 5, 2018. A copy of that decision is attached to the bid package. In addition, certified weekly payroll forms will be required.

7.0 MATERIALS:

Contractor shall provide, install and complete work utilizing proprietary materials and products, as necessary to comply with MHA's intent and interest in standardizing its materials and products.

8.0 CHANGE ORDERS:

In the event change orders are required, the contractor will immediately notify the Project Manager. Change Orders must comply with the following:

- a) Contractor must fill out and submit a Contractor Change Order (CCO) Form offering a detailed explanation for the change order itemizing changes to be made to the Procurement Administrator
- b) Contractor must include, with the CCO, a written itemized estimate for additional money to be added to the original contracted price signed and dated by the contractor
- c) CCO must be approved and signed by MHA's Executive Director, Evette Hester, who is the Contracting Officer

The contractor may not proceed with the additional repairs until receiving permission from the

MHA, along with a signed Change Order.

Beyond the above referenced written communications, Bidders and their representatives may not make any other form of contact with MHA Staff, Board members or residents. Any improper contact by or on behalf of a Bidder may be grounds for disqualification.

9.0 ACCEPTANCE OF WORK & PAYMENTS:

1. Prior to acceptance and approval of payment, the Project Manager **must** sign-off on all work completed.
2. Payment to the Contractor shall be made upon acceptance of the work. By virtue of submitting an invoice, the Contractor certifies that all work for which payment is requested was completed in accordance with the scope of work.
3. Acceptance of the work and approval of payment must be in writing and signed by MHA's Contracting Officer or their authorized representative, prior to submission to the Finance Department for payment.

10.0 SECTION 3 COMPLIANCE:

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- B. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulation in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- D. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- E. 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.
- F. 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).

The Housing Authority of the City of Montgomery, Alabama

PROCUREMENT/CONTRACT OFFICE
525 SOUTH LAWRENCE STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE 334-206-7130 | FAX 334-206-7196

COMPANY INFORMATION FORM

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE #: _____

FAX #: _____

E-MAIL: _____

CONTACT (name) _____

YEARS OF OPERATION: _____

DESCRIPTION OF WORK: _____

ESTIMATED # DAYS TO COMPLETE: _____

REFERENCES: _____

The Housing Authority of the City of Montgomery, Alabama

**PROCUREMENT/CONTRACT OFFICE
525 SOUTH LAWRENCE STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE 334-206-7130 | FAX 334-206-7196**

Bid Proposal Form

To: Montgomery Housing Authority Date: _____
(Awarding Authority)

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned,

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of

WORK: _____

The Bidder, which is organized and existing under the laws of the State of _____,
having its principal offices in the City of _____, is

a Corporation a Partnership an individual (other) _____.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BASE BID: For construction complete as shown and specified, the sum of _____ Dollars
(\$ _____).

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are made to the Base Bid.

- For Alternate No. 1 (_____) (add)(deduct) \$ _____
- For Alternate No. 2 (_____) (add)(deduct) \$ _____
- For Alternate No. 3 (_____) (add)(deduct) \$ _____
- For Alternate No. 4 (_____) (add)(deduct) \$ _____
- For Alternate No. 5 (_____) (add)(deduct) \$ _____
- For Alternate No. 6 (_____) (add)(deduct) \$ _____
- For Alternate No. 7 (_____) (add)(deduct) \$ _____
- For Alternate No. 8 (_____) (add)(deduct) \$ _____
- For Alternate No. 9 (_____) (add)(deduct) \$ _____
- For Alternate No. 10 (_____) (add)(deduct) \$ _____
- For Alternate No. 11 (_____) (add)(deduct) \$ _____

UNIT PRICES: If the required quantities of the items listed below are increased or decreased by Contract Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities.

- a. For Excavation and haul off of unsuitable materials. \$ _____ / CU. YD.
- b. For Replacement with crushed stone. \$ _____ / CU. YD.
- c. For Replacement with suitable off-site material. \$ _____ / CU. YD.
- d. For #1 Stone Surge material \$ _____ / CU. YD
- e. For Installation of stabilization fabric. \$ _____ / CU. YD.
- f. For Rock Removal \$ _____ / CU. YD

COMPLETION DATE: Project shall be substantially complete within four-hundred (400) calendar days.

WitnessSignature

Signature

Print Name/Title

Print Name/Title

Date

Date