

**INVITATION FOR BIDS
IFB NO. B24002**

ROOFING RENOVATIONS



Your Key To Housing Opportunities

BIDS DUE

May 7, 2024 at 1:00 P.M.

**Issued
April 2, 2023**

INVITATION FOR BIDS (IFB) No. B24002 ROOFING RENOVATIONS

IFB Document

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INTRODUCTION

Auburn Housing Authority (hereinafter, “AHA” or “the Agency”) is a public entity that was formed in 1949 to provide federally subsidized housing and housing assistance to low-income families, within the City of Auburn, AL. The Agency is headed by a Chief Executive Officer (CEO) and is governed by a five-person board of commissioners and is subject to the requirements of 2 CFR §200.317 through §200.326, *Procurement Standards* (hereinafter, “2 CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Auburn, it is a separate entity from the City.

Currently, the Agency manages the following detailed housing units: (a) 406 Project-based Voucher (PBV) units; (b) 50 Low-income Public Housing Units; and approximately 298 Housing Choice Vouchers (HCV). The Agency currently has approximately 20 employees.

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 above-mentioned services to the Agency. 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.

IFB INFORMATION AT A GLANCE

AUBURN HOUSING AUTHORITY CONTACT PERSON	Richetta Stephens, Accountant Telephone: (334) 821-2262, ext. 228 / TDD/TTY: (800) 548-2546 Email: rstephens@auburnhousingauth.org
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. To Access and Download Documents https://ha.internationaleprocurement.com/requests.html?company_id=49059 2. Follow instructions to access ha.economimengine.com 3. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-9266
PRE-SUBMISSION MEETING	April 23, 2024 at 10:00 a.m., 931 Booker Street, Auburn, AL 36832
SHOWING OF PROPERTIES	Auburn Sites - 8:00 am - TBA Roanoke Sites - 10:00 am -TBA
QUESTION SUBMITTAL DEADLINE	<i>All questions pertaining to this Request for Bids must be submitted on the Housing Agency Marketplace no later than 7 calendar days prior to submission deadline. Oral communications are discouraged, and AHA <u>will not be bound by any oral answers or interpretations of the RFP.</u></i>
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the eProcurement Marketplace. 2. As instructed within Section 3.0 of the IFB document, submit 1 copy of your “hard copy” bid to the Agency Administrative Office.
BID SUBMITTAL RETURN & DEADLINE May 7, 2024, at 3:00 PM CT	The sealed “hard copy” bid documentation must be received in-hand and time-stamped by Auburn Housing Authority by no later than 1:00 pm, May 7, 2024. Auburn Housing Authority 931 Booker Street, Auburn, AL 36832

- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not 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 proposer (hereinafter, "Contractor") shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and do not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 1.7 Right to Reject Any bidder.** 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 proposers 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 proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, also the "Marketplace") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, 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 proposer, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is 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 on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

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- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** Contractor will be responsible for providing all labor, tools, equipment, security, services, water, light, heat, power, transportation, and supervision necessary for the satisfactory performance of the work subject to this IFB.
- 2.1** The attached scope of work gives a description and technical specifications to install 35-year architectural style shingles, metal roofing and provide roofing services for its managed properties Roanoke Housing Authority and Auburn Development LLC.. Although AHA has attempted to identify all of the needs. the scope or work may or may not be all-inclusive.
- 2.2 GENERAL CONDITIONS.** The following general conditions may or may not be all-inclusive.
- 2.2.1 Bid Bond.** The bid bond or guarantee equivalent to 5% of the bid price shall be included in the bid package submitted by each bidder for any proposed fee that is greater than \$50,000. 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 AHA will reject the bid as non-responsive. The AHA 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 AHA may also choose to return the bid bonds if the AHA has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.
- 2.2.2 Performance and Payment Bond.** The bidder agrees to provide AHA with a satisfactory and will be submitted by the successful bidder prior to execution of payment and performance bond executed by the bidder and a corporate surety qualified to do business in Alabama, in an amount equal to, but not less than one hundred percent (100%) of the bid amount. The bond will be the original, certified copy of the contract. **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 AHA may use these funds to complete the contract work. **Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the AHA 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 AHA contract requires the payment bond to

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prevent this problem and ensure that no liens will be filed against any AHA building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (attached hereto) clearly forbid the placement of liens and is binding on any contractor, subcontractor, and material supplier.

- 2.2.3 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of Alabama and is acceptable to HUD and the Agency. 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., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.
- 2.2.4 Bonding Requirements.** In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided alternate bid and contract guaranties. These apply to all construction projects greater than \$50,000 (though, at the Agencies 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 Agency 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:
- 2.2.4.1** A performance and payment bond for 100% of the contract price; or
 - 2.2.4.2** Separate payment and performance bonds each for 50% or more of the contract price; or
 - 2.2.4.3** A 20% cash escrow; or
 - 2.2.4.4** A 25% irrevocable letter of credit.
- 2.2.5 Inadequate Surety.** If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency 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.
- 2.2.6 Licensing.** Contractor will be licensed by the State Licensing Board of General Contractors of Alabama as required by Title 34-8-1 of the 1975 Code of Alabama. **Contractor must submit their General Contractors license number with bid.** Bidders not submitting license number with bid may be deemed nonresponsive.

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- 2.2.7 Permits.** Contractor shall secure, maintain, and pay for all permits, fees, and licenses necessary for the proper execution and completion of work.
- 2.2.8 Cleaning.** The Contractor shall, on a daily basis, keep the premises clean and clear of debris resulting from his/her contract work and the work of any and all subcontractors.
- 2.2.9 Subcontracting.** AHA encourages the participation of minority and women owned businesses. The Contractor will make every effort to utilize minority and women owned subcontractors in work performed under this contract. The Contractor will be asked to submit a list of subcontractors to be used in the performance of this contract. AHA has established goals in minority and women owned business participation in its contracts. Information provided by the contractor assists AHA in monitoring its progress toward the realization of its goal. All subcontractors must be approved by AHA in advance.
- 2.2.10 Resident Participation.** AHA encourages the hiring of residents by the Contractor for any employment opportunities as a result of its contracts. The Contractor may be asked to report the hiring of any residents to assist AHA in monitoring resident in the performance of work under its contracts, progress toward achieving established goals and in the development of future resident participation programs.
- 2.2.11 E-Verify Affidavit.** U.S. Law requires companies to employ only individuals who may legally work in the United States - either U.S. citizens, or foreign citizens who have the necessary authorization. The Contractor must certify compliance with Verify, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This form is attached to this IFB. The 1-page form must be fully completed, executed where provided thereon and will be a part of the contract.
- 2.2.12 Davis Bacon Federal Wage Rates Determination Rates.** As detailed within pertinent HUD and Federal regulation, Contractor is required to Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work detailed herein are attached hereto. This work will be subject to all the requirements pertaining to Davis-Bacon work, including the applicable Federal form and procedures (e.g., on-site interviews; certified payrolls; etc).
- 2.2.13 Section 3 Compliance.** Be aware that the Agency previously conducted competitive solicitations that required responders to comply with the requirements of 24 CFR §135, *Economic Opportunities for Low- and Very Low-Income Persons* (a.k.a., Section 3). However, September 2020 the U.S. Department of Housing and Urban Development (HUD) discontinued these former requirements and implemented the requirements of 24 CFR §5, 14, 75, 91, 92, 93, 135, 266, 570, 574, 576, 578, 905, 964, 983, and 1000, entitled *Enhancing and Streamlining the implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses*.

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Accordingly, these new Section 3 regulations do not provide for a firm proposing to provide services to a housing agency to immediately submit any information pertaining to Section 3, including the new regulations do not provide for the granting of any preferences to Section 3 firms submitting bids. The Agency will advise all firms if these requirements change.

2.3 GENERAL SPECIFICATIONS

- 2.3.1 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 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.
- 2.3.2 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 60 consecutive calendar days** from said date. **NOTE:** Any bidder that may have any concerns pertaining to the noted “60” may bring this up at the Pre-bid Conference. Normal working hours shall be **Monday through Friday, 8:00 AM to 5:00 PM CT**. All other working hours require pre-approval. Provide a minimum of five (5) working days for approval and planning.
- 2.3.3 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, AHA 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 surrounding buildings the Contractor will be working around is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.
- 2.3.4 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor **MAY NOT** perform work on Agency property during a holiday or weekend days (Saturday or Sunday).
- 2.3.5 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, the County of Lee (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Alabama, or any applicable Federal Agency. Smoking is prohibited within the building and within the building property boundaries.
- 2.3.6** Contractor must submit shop drawings and/or manufacturing information per construction documents in Project Manual.

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- 2.3.7 Contractor must supply warranty information on all products and/or services.
- 2.3.8 Contractor shall be responsible for all damage done by his equipment and personnel. Any damage shall be reported immediately to AHA’s Architect and Engineer’s firm and/or Construction Manager, so, if necessary, a work order may be issued, and cost is billed back to the contractor for payment.
- 2.3.9 Contractor must list a contact for all customer service inquiries.

3.0 BID FORMAT.

3.1 Two-step Bidding Process. All bidders will initially submit the documentation/information detailed within the following listed **Step #1 of the Table below**. Then, the AHA 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 Step#2 within the same Table.

3.1.1 Tabbed Bid Submittal. As may be further described herein, AHA intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that AHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the Table below. None of the proposed services may conflict with any requirement the AHA has published herein or has issued by addendum.

SUBMIT	
STEP #1	Description
STEP #1	Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
1	Form of Bid: This Form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
2	Form HUD-5369-A Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs: This Form is attached hereto 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	Bid Bond or Cashier’s Check. If required, the Bid Bond as detailed within the Section 2.2.1 above
4	Bidders Statement: This Form is attached hereto as Attachment K to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.

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STEP #2	Documentation/information to be submitted, within 5 days, ONLY by the apparent low bidder which directed to do so by AHA.
1	Licensing. A copy of the bidder’s business license allowing the contractor to provide such services within the City of Auburn, and/or the State of Alabama.
2	Proposed Services. As more fully detailed within the Scope of Work/Technical Specifications of this document, and the Specifications, drawings (if applicable) each attached hereto, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: <ul style="list-style-type: none"> ➤ A brief description of the proposed safety and quality assurance program ➤ A fully completed form HUD-2530 Previous Participation Certification (attached)
3	Profile of Firm Form: The Profile of Firm Form is attached hereto to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the step#2 bid submittal.
4	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services. Identify additional staff within areas (5) and (6) of the <i>Profile of Firm Form</i> . Such information shall include the bidders qualifications to provide the services.
5	Client Information: The bidder shall submit a listing of at least (3) former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: <ul style="list-style-type: none"> ➤ The client’s name; ➤ The client’s contact name; ➤ The client’s telephone number; ➤ A brief description and scope of the service(s) and the dates the services were provided.
6	Form HUD-92010 (08/06) Equal Employment Opportunity: The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.
7	Form HUD-50070 Certification for a Drug-Free Workplace-Form Attached
8	Form HUD-50071 Certification of Payments to Influence Federal Trade
9	E-Verify Form- The 1-page form must be fully completed, executed where provided thereon and will be a part of the contract.
10	Subcontractor/Joint Venture Information (Optional Item): The bidder shall identify hereunder 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. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
11	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the AHA in its evaluation.
	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to AHA (by email is preferred) the insurance certificates detailed with 5.31 through 5.3.5 herein. Note: The apparent successful bidder WILL NOT deliver these certificates - the insurance broker or carrier will do so.
	Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Option” tabs), please place there under a statement such as “NO

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INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK. “DO NOT eliminate any of the tabs.

3.2 Entry of Proposed Fees.

Entry of Proposed Fees:

3.2.1 *The proposed fees shall be submitted by the bidder and received by the Agency, where provided for on the eProcurement Marketplace only. Do not submit, enter, or refer to any fees or costs within the initial “hard copy” bid submittal detailed within Section 3.0—any bidder that does so may, at the Agency’s discretion, be rejected without further consideration.*

3.2.2 Pricing Items. The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency where provided within the eProcurement Marketplace only. Do not submit, enter or refer to any fees or costs within the initial 3-tab “hard copy” bid submittal detailed within Section 3.0—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.

IFB Section	Pricing Item No.	Qty	U/M	Description
3.2.2.1	1	1	Each	Firm-Fixed Fee to complete the roof renovation construction work for Roanoke Housing Authority Ave A and Seymour Complex (50 apartment roofs, 2 shop roofs, 1 storage building roof, 1 administrative office roof) Roanoke, Alabama.
3.2.2.2	1	1	Each	Firm-Fixed Fee to complete the roof renovation construction work for Drake Housing Complex (60 apartment roofs) Auburn, Alabama.
3.2.2.3	1	1	Each	Firm-Fixed Fee to complete the roof renovation construction work for Sparkman (31 apartment roofs and 1 community center roof) Auburn, Alabama.
3.2.2.4	1	1	Each	Firm-Fixed Fee to complete the roof renovation construction work for East Park (12 two story apartment roofs, 36 apartment roofs, and 1 community center) Auburn, Alabama

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3.2.2.5	1	1	Each	Firm-Fixed Fee to complete the roof renovation construction work for Porter (15 apartment roofs and 1 community center) Auburn, Alabama.
3.2.2.6	1	1	Each	Firm-Fixed Fee to complete the roof renovation construction work for Ridgecrest (1 administrative building, 1 shop metal roof with skylights and 1 daycare center roof). <u>Contingent Upon Remodel Approval</u> (106 apartment roofs Auburn, Alabama.

3.3 Additional Information Pertaining to the preceding noted Pricing Items.

3.3.1 Entry of the Fees. Bidders are required to enter where provided within the e-procurement marketplace a reasonable and realistic cost for the required work listed within the Pricing Item Description with the immediate-table above.

3.3.2 Review the Entry of Proposed Fees. After a bidder has entered where provided within the Bid Cost form his/her proposed unit costs for the Pricing Items, the AHA will automatically multiply the proposed unit costs (if applicable) by the listed quantities. The AHA strongly recommends that each bidder, after entry of these proposed fees, review the entry to ensure that the bidder has entered the proposed fees correctly. The bidder will **NOT** be able to correct this entry after the posted deadline has expired, which means that the AHA will utilize such entry, correct or incorrect, to determine the apparent low bidder.

3.3.3 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 AHA.

3.3.4 Prior Agency Approval Required. Please note that the successful bidder shall **NOT** conduct any additional work without the prior written authorization of the AHA representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

3.3.5 No Deposit/No Retainer. The AHA will **NOT** pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the AHA may consider, under certain circumstances, a reasonable and justified payment for mobilization).

3.4 Bid Submission. A total of one (1) original signature hard copy bid submittal, shall be placed in a sealed package. Bid submittals shall be placed unfolded in a sealed package. All bids must be submitted and time-stamped received in the designated AHA’s office by no later than the submittal deadline stated herein (or within any ensuing addendum) in a sealed package and addressed to:

Auburn Housing Authority
931 Booker Street, Auburn, AL 36832

AUBURN HOUSING AUTHORITY

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The package exterior **must clearly denote the IFB number** and must have the bidder's name and return address. Bids received after the published deadline will not be accepted.

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

3.4.2 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 AHA, including the IFB document, and the documents listed within the IFB, 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 the 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 AHA requirements contained within the documents may cause that bidder to not be considered for award.

3.5 Bidder's Responsibilities – Contact with the AHA. 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 AHA 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 AHA not consider a bid submittal received from any bidder who may has not abided by this directive.

3.5.1 Addendums. 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 AHA 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 writing by addendum.

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3.6 Bidderr’s Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the AHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR § 200.317-200.326 it states:

3.6.1.1 (a) Contracting with small and minority firms, women’s business enterprise and labor surplus area firms.

3.6.1.2 (b) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (c) Affirmative steps shall include:

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

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

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

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

3.6.1.3.5 (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (vi) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

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

3.6.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these

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goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our **AHA Procurement Policy** it states that our AHA will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

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

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

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

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

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

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

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

3.6.4 Requirements. Accordingly, please see document regarding Equal Employment Opportunity, which details the information pertaining to this issue that the proposer must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

3.7 Pre-Bid Conference. If a scheduled pre-bid meeting is identified on **Page 3** of this document is held, it 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 AHA will conduct an overview of the IFB

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documents, including the attachments. Prospective bidders may also ask questions, though the PO may require that some such questions be delivered in writing prior to a response. Whereas the purpose of this meeting is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, AHA **will not distribute** at this meeting any copies of the IFB documents.

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3.8 Recap of Attachments. It is the responsibility of each bidder to review and include in the bid submittal, if applicable, any of the following attachments pertaining to this IFB, which are hereby referenced below and included as attachments in this IFB.

Attachment	Attachment Description
	This IFB Document
	Bidder's Statement - Addendum A
A-1	Form of Bid
B	Profile of Firm Form
B-1	Client Reference Form
C	Form HUD-5369-A Representations, Certifications, and Statements of Bidders
D	E-Verify Form - <i>Contractor's Affidavit</i>
E	Davis Bacon Wage Determination - State of Alabama
F	AHA <i>Supplemental Instructions To Bidders & Contractors (ITBC)</i>
G	AHA Sample Contract Form <i>(please note that this contract and any noted appendices are being given as a sample only—the AHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the AHA feels it is in its best interests to do so)</i>
H	Form HUD 92010 <i>Equal Employment Opportunity Certification</i>
H-1	Form HUD 50070 <i>Certification of a Drug-Free Workplace</i>
H-2	Form HUD-5370 <i>General Conditions for Construction Contracts</i>
H-3	Form HUD-4010 <i>Federal Labor Standards</i>
H-4	Form HUD 51000 <i>Schedule of Amounts for Contract Payments</i>
H-5	Form HUD 51001 <i>Periodic Estimate for Partial Payments</i>
H-6	Form HUD 51002 <i>Schedule of Change Orders</i>
H-7	Form HUD 51003 <i>Schedule of Materials Stored (to support partial Payment Form)</i>
H-8	Form HUD 51004 <i>Summary of Materials Stored (to summarize value of materials)</i>
H-9	Form HUD 5372 <i>Construction Progress Schedule</i>
H-10	Form HUD 5369 <i>Instructions to Bidders for Contracts</i>
H-11	Form HUD 92554M <i>Supplementary Conditions of the Contract for Construction</i>
H-12	Form HUD 2554 <i>Supplementary Conditions of the Contract for Construction</i>
H-13	Form HUD-WH-347 <i>U.S. Department of Labor Payroll</i>
H-15	Form HUD 11 <i>Record of Employee Interview</i>
H-16	Form HUD 2530 <i>Previous Participation Certification</i>
H-17	Form HUD 50071 <i>Certification of Payments to Influence Federal Transactions</i>
I	Standard Form LLL Disclosure of Lobbying Activities <i>(NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)</i>
J	Section 3 Explanation
J-1	Section 3 Plan
K	Agency Profile of Properties

4.0 BID EVALUATION.

4.1 Public Opening: At the set date and time, all bids received will be opened and publicly read aloud by the Procurement Consultant, including the company name of the bidder and the total calculated costs proposed. At the bid opening the AHA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. 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 AHA will, at a later time, review all bids in detail and will 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 7(b) (3) of form HUD-5369-B. AHA reserves the right to, as determined by the AHA, “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 minima 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 AHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

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

5.0 CONTRACT AWARD.

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

5.1.1 By completing, executing and submitting the Form of Bid, Attachment A, the bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by the AHA, including an agreement to execute the attached Sample Contract form.” The contract clauses already attached as form HUD 5370 Attachment also apply. Accordingly, the AHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the AHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

5.1.2 Contract Period. The AHA anticipates that it will award a contract for the period **one hundred-twenty days (120) for Auburn Sites and sixty days (60) for the Roanoke Site**, and Performance shall commence with issuance of a Notice to Proceed.

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

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

5.2.1.1 Mandatory HUD Forms. Please note that the AHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

5.2.1.2 E-Verify Affidavit. The Contractor must certify compliance with Alabama E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached hereto as an Attachment this IFB document. This 1-page Form will be fully completed and executed where provided thereon by the successful proposer and will be a part of the ensuing contract.

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- 5.2.2 Assignment of Personnel.** The AHA shall retain the right to demand and receive a change in personnel assigned to the work if the AHA believes that such change is in the best interest of the AHA and the completion of the contracted work.
- 5.2.3 Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the AHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- 5.3 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide:
- 5.3.1 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);
- 5.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the AHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the AHA 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 a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$5,000;
- 5.3.3 Professional Liability Insurance.** *(If applicable)* An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$5,000;
- 5.3.4 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.
- 5.3.5 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 Auburn, Lee County, and the State of Alabama.

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- 5.3.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned 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 bidder prior to contract execution)*.
- 5.4 Right to Negotiate Final Fees.** The AHA 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 AHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the AHA has chosen a top-rated bidder. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the AHA shall retain the right to end such negotiations and begin negotiations with the next-rated bidder. The AHA shall also retain the right to negotiate with and make an award to more than one bidder, as long as such negotiation(s) and/or award(s) are addressed in the same above manner (i.e. top-rated firsts, then next rated following until a successful negotiation is reached).
- 5.5 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.
- 5.6 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 AHA within 10 workdays of notification by the AHA.