



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

**Abatement and Demolition of Smiley Court  
IFB Number 2019-05**

**TYPE OF PROJECT:** Invitation for Bids (IFB) for abatement and demolition of Smiley Court

**DATE OF ISSUANCE:** **THURSDAY, MAY 23, 2019**

**DESCRIPTION OF SERVICES:** Hazardous Material Abatement and Demolition of Smiley Court

**CONTACT PERSON:** **JOERETTA SMITH**  
**PROCUREMENT & CONTRACT ADMINISTRATOR**  
[jsmith@mhatoday.org](mailto:jsmith@mhatoday.org)

**PRE-BID CONFERENCE:** **Thursday, May 30, 2019, 10:00 AM**  
Community Building  
4107 Marilyn Street  
Montgomery, Alabama 36108

**LAST DAY FOR QUESTIONS:** **MONDAY, JUNE 3, 2019 AT 2:00 CST**

**SUBMISSION DEADLINE:** **Thursday, June 6, 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

**BID OPENING DATE:** **Thursday, June 6, 2019 at 2:00PM CST**

**A Pre-Bid conference will be held at 10:00AM. (CST) on Thursday, May 30, 2019, Community Building 4107 Marilyn Street Montgomery, Alabama 36108. 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 Joeretta Smith, Procurement Department. **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:**

Abatement of hazardous material, building demolition of Smiley Court.

## **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 three hundred sixty-five (365) 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](http://www.mhatoday.org/procurement)

Each bid must contain 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 (**Submit with bid**)
- Labor and Material Payment Bond Form
- Form of Proposal (**Submit with bid**)
- Profile of Form (**Submit with bid**)
- Section 3 Certification and Submittal Form (**Submit with bid**)

## 2.7 Additional Information

All inquiries, requests for site visits and/or additional information relative to this IFB should be directed (ten days prior to bid deadline date and time) to Joeretta Smith, Procurement and Contracts Administrator at [jsmith@mhatoday.org](mailto:jsmith@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. The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will, as detailed within the following Section 5.2, consider factors other than cost in making the award decision).

**BONDING: All non-cash Bonds shall be issued by companies licensed to do business in the State of Alabama, approved by the U.S. Treasury and "A" rated or better. Payment & Performance Bonds shall be provided within ten (10) days after Contract execution by both parties.**

**4.1.1 Bid Bond:** AHA requires a Bid Bond for this proposal in the amount of 5% of the Base Bid. The Bid Bond shall be submitted with the Cost Proposal under Tab 1 with the original copy of the bid only.

**4.1.2 Performance Bond:** The Contractor must provide MHA a 100% Performance Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA within ten (10) days of contract execution, then the Contractor shall be in breach of contract.

**4.1.3 Payment Bond:** The Contractor must provide AHA a 100% Payment Bond for the total contract value; however, if the Contractor fails to present to AHA a performance bond that is acceptable to MHA within ten (10) days of contract execution, then the Contractor shall be in breach of contract.

**4.2 TIME FOR COMPLETION:** The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within the specified time in the Notice to Proceed. The time for completion includes allocation for severe weather days.

**4.3 SAFETY:** Subject to prior approval by MHA as to size, design, type and location, and to local regulations, the Contractor and his/her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The

Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

**4.4 BIDDERS CALCULATIONS:** Each Bidder is responsible to field verify the items requested on any project. This shall include demolition, disposal, preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All prices submitted by the Contractor must include these variables. MHA shall not pay additional sums for a bidder's failure to factor these conditions into the bids. Failure to consider any of the factors listed below shall not negate the Bidder's responsibility to perform if awarded a contract and assigned a project.

**4.4.1 Verify Approximations:** The bidder must Field Verify All Grades, and Conditions. Please visit the property to determine on how these variables may impact the bid costs.

**4.4.2 Demolition Approximations:** The bidder's Unit Pricing must include for the possibility of removal of all layers of existing material supporting or attached to the material to be replaced or repaired on any project assigned by MHA.

**4.4.3 Material Storage:** The bidder must consider that on-site storage may not be permitted at the site. Bidders must understand that any on-site storage of material must be approved in advance by MHA. MHA shall not be responsible for any off-site storage or delivery fees.

**4.5 WARRANTIES:** All items installed under any contract resulting from this IFB must include both a Manufacturer's Warranty, if applicable, plus a minimum of a one (1) year Warranty from the Contractor for labor and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by 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:

### **5.2 Tabbed Proposal Submittal**

The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Agency will consider factors other than cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the proposal and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

<b>RFP Section</b>	<b>Tab No.</b>	<b>Description</b>
5.2.1	1	<b>Form of Proposal.</b> This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
5.2.2	2	<b>Form HUD-5369-C Certifications and Representations of Offers Non-Construction, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, and Form HUD 2530 Previous Participation Certification.</b> These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
5.2.3	3	<b>Profile of Firm Form.</b> This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
5.2.4	4	<b>Proposed Services.</b> The proposer shall place under this tab documentation further explaining the proposer's services and showing how the proposer intends to fulfill the requirements of the Scope of Work listed in the preceding Section Part IV herein, including, but not limited to:
5.2.4.1		The proposer's <b>DEMONSTRATED UNDERSTANDING</b> of the <b>AGENCY'S REQUIREMENTS</b> .
5.2.4.2		The <b>APPROPRIATENESS</b> of the <b>TECHNICAL APPROACH</b> and the <b>QUALITY</b> of the <b>SERVICES PROPOSED</b> .
5.2.4.3		The proposer's <b>TECHNICAL CAPABILITIES</b> (in terms of personnel) and the <b>MANAGEMENT PLAN</b> (including the ability to provide the services detailed herein).
5.2.4.4		The proposer's <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the proposer's <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
5.2.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
5.2.4.6		The proposed quality control program.
5.2.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
5.2.4.8		A complete description of the products and services the firm provides.
5.2.4.9		<b>Proposed Engagement Letter.</b> A copy of the proposer's proposed engagement letter. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider

		including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency's opinion, conflict with the terms listed within the contract.
5.2.5	5	<b>Managerial Capacity/Financial Viability/Staffing Plan.</b> The proposer's 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 the, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
5.2.6	6	<b>Client Information.</b> The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
5.2.6.1		The client's name;
5.2.6.2		The client's contact name;
5.2.6.3		The client's telephone number and email address;
5.2.6.4		A brief description and scope of the service(s) and the dates the services were provided.
5.2.7	7	<b>Equal Employment Opportunity/Supplier Diversity.</b> The proposer 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 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
5.2.8	8	<b>Subcontractor/Joint Venture Information (Optional Item).</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
5.2.9	9	<b>Section 3 Business Preference Documentation (Optional Item).</b> For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed <b>Section 3 Submittal Form, Section 3 Business Preference Certification Form</b> and any documentation required by that form.
5.2.10	10	<b>Other Information (Optional Item).</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
5.2.11		<b>No Information Placed under a Tab.</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>5.2.12</b>	<b>Proposal Submittal Binding Method.</b> It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “comb-type;” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.

### **5.3 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 **“Abatement and Demolition of Smiley Court,” IFB #2019-05, DEADLINE: Thursday, June 6, 2019 at 2:00 pm 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 sixty (60) 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: AL190054, dated January 4, 2019. A copy of that decision is attached to the bid package. In addition, certified weekly payroll forms will be required.

### **7.0 MATERIALS:**

The selected 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 a Construction Change Order Form offering a detailed explanation for the change order itemizing changes to be made
- b) Contractor must offer a written itemized estimate, for the amount of money to be added to the original contracted price signed and dated by the contractor
- c) Construction Change Order 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: \_\_\_\_\_

(Maximum 365 calendar days)

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**  
Abatement & Demolition of Smiley Court  
IFB No. 2019-05

To: \_\_\_\_\_ Date: \_\_\_\_\_  
(Awarding Authority)

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

From: \_\_\_\_\_  
(Legal Name of Bidder)

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

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

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

(\$ \_\_\_\_\_)

**COMPLETION DATE:** Project shall be substantially complete within \_\_\_\_\_calendar days.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date