



Executive Director
Naomi H. Truman, Esq.

HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

Commissioners

Debra A. Ford, Chairperson
Raymond Brooks, Vice Chairman
Samella Cabil-Martin, Commissioner
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Dr. Morrell Todd, Commissioner

INVITATION FOR BIDS I.F.B. No. 12-05

The Housing Authority of the Birmingham District will receive bids for the Benjamin Greene Mechanical Systems Improvements. Bids will be received until **10:00 am**, local standard time, on **December 20, 2011** at the Housing Authority of the Birmingham District Central Office Building, **Tenant's Meeting Room** located at 1826 3rd Avenue South, Birmingham, Alabama 35233. At that time, all bids received will be publicly opened and read aloud.

Scope of work will include (but is not limited to): Project consists of the installation of Heating and Air Conditioning Units at the Benjamin Greene Housing Community.

Contract Documents, including drawings and technical specifications, are on file at the following locations:

Engineer:

Mr. Fred Hawkins
Engineering Design Technology
215 19th Street North, Suite 201
Birmingham, Alabama 35203
(205) 942-8630 ph. / (205) 942-8631 fax
Fred.Hawkins@edtinc.net

Plan Rooms:

AGC Network (Internet plan room)
(Formerly Ala. Assoc. of General Contractors)
5000 Grantswood Road
Birmingham, Alabama 35210
(205) 451- 1400 ph. / (205) 451- 1499 fax

F.W. Dodge / McGraw-Hill Information Services Co.
MHC Plan Room/Alabama Graphics
1011 Edenton Street
Birmingham, AL 35242
(205) 437-1798 ph. / (205)437-1799 (fax)

Birmingham Construction Industry Authority
3600 4th Avenue South
Birmingham, AL 35222
(205) 324-6202 ph. / 324-6210 fax

MHC/Colonial Graphics Group
3303 Governor's Drive
Huntsville, Alabama 35805
(256) 534 2465 ph. (256) 536 6188 fax

MHC/Alabama Graphics
350 E. Jefferson Davis Avenue
Montgomery, AL 36104
(334) 269-3865 ph. / (334) 279-8301 fax

Copies of the Contract Documents may be obtained by contacting Marlon Ford at <http://dpr.algraphics.com> or placing an order by phone at Alabama Graphics (205) 252-8505. Drawings thus ordered can be picked up locally

from Alabama Graphics, 2801 5TH Avenue South, Birmingham, AL 35233 or shipped, for the cost of reproduction and shipping for each set of documents so obtained.

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

The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for an amount not less than five percent of the contractor's bid, but in no event more than ten thousand dollars (\$10,000.00). The bid guaranties as provided in this section shall constitute all of the qualifications or guaranty to be required of the contractors as prerequisites to bidding for public works, except as required by the State Licensing Board for General Contractors and the pre-qualification as required by the Department of Transportation, the Building Commission, or any other awarding authority.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin or handicapped status.

Each bid must include the Representations, Certifications and other Statements of Bidders (HUD-5369-A), and the Non-Collusive Affidavit, by the bidder and on the correct HUD forms.

Persons requiring special accommodations shall contact the HABD Procurement Administrator at (205) 521-0611.

No members, officers, or employees of the HABD, no member of the governing body of the locality in which the project is situated, no member of the governing body of locality in which the project is activated, and not other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his/her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

HABD in accordance with the Executive Orders 11625 and 12138 encourages participation by businesses owned and operated by minorities and women and Section 3 Business Concerns. It is the policy of HABD to use best good faith efforts, consistent with applicable federal regulations and executive orders, to fully promote participation and utilization of disadvantaged and historically underutilized businesses in all areas of Authority contracting. Bidders and offerors are expected to demonstrate diligence to achieve participation and utilization. HABD has established an administrative goal of 20% utilization of disadvantaged and historically underutilized businesses for performance of the work under this procurement. The bidder is to complete the subcontractor data sheet and identify the disadvantaged and historically underutilized business proposed to be utilized in this work.

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 Owner recommends all interested contractors to attend a **Pre-Bid Conference being held on Monday, December 5, 2011 at 10:00 am. HABD Central Office, Tenant's Meeting Room 1826 Third Avenue South Birmingham, Alabama 35233**, to familiarize them with the project. During the Pre-Bid Conference, the Authority will conduct a match-making session to promote its efforts for participation by historically disadvantaged businesses.

The Owner reserves the right to reject any or all bids and to waive any irregularities or informalities in the bidding.

Bids may be held by the Owner for a period not to exceed **(90) ninety days** from the date of bids for the purpose of reviewing them and investigating the qualifications of the bidders, prior to awarding the contract. No

bids may be withdrawn for a period of ninety days (90) subsequent to the opening of bids, without the consent of the Authority.

Bidding contractors are expected to hold bid prices with no changes for a period of **(90) ninety days**.

Naomi H. Truman
Executive Director
The Housing Authority of the Birmingham District