



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

Request for Proposal

SHDC New Houses

Stillwater Housing Development Corporation

September 17th 2025 10AM CST

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Invitation for Proposal

Project Name	SHDC New Houses
PHA Project NO	OK146- 2025- New Houses
Proposal Submission Time	September 17th, 2025, 10 AM CST Owners Office 807 S. Lowry OFC Stillwater, OK 74074
Project Owner	Stillwater Housing Development Corporation (SHDC) 807 S. Lowry Office, Stillwater, OK 74074

Project: The Stillwater Housing Development Corporation will receive sealed Proposals for the SHDC new Houses 2025 as described herein:

Pre- Proposal Conference: Scheduled for September 3rd at 10AM at 807 S Lowry Stillwater, OK 74074. Proposers may make arrangements to view work at 807 S. Lowry Office Stillwater, OK 74074. Please direct all questions to Matthew Dickey 405-372-4906 Ex 1700.

PROPOSAL: Sealed Proposals for this work, including the furnishing of all necessary materials, labor and equipment, will be received at the Owners office until the above time and date in the care of Stillwater Housing Development Corporation. Please mark sealed Proposal: SHDC New Houses

Documents: All Documents are on file with the SHDC office. The Proposal shall be awarded to the lowest and most responsible proposal, provided that the Proposal does not exceed the funds available for this project. The SHDC has the right to reject any and all Proposals. All Proposals shall be at the judgment of the Stillwater Housing Development Corporation and what is in the best interest of SHDC.

Toni Broyles

Executive Director

PROPOSAL SPECIFICATIONS

Stillwater Housing Development Corporation is accepting proposals from qualified insured businesses for the following work:

Please see attachment 1 House Documents

SIZE 1-bedroom, 1 bath

EXTERIOR

Entrances

- Front entrance facing street with storm door that include screens
- Raised panel, primed steel or fiberglass doors with insulated cores
- Peephole at front door
- Weather stripping and thresholds at exterior doors
- Keylock & deadbolt on exterior doors

Windows -Submittal

- Meet building code for operable windows
- Single Hung
- Low E
- U-Factor of .3 US or 1.7 metric or better
- Solar heat Gain coefficient of .21 or better
- Air Leakage of $\leq .3$ or better
- Window screens -half

Exterior wall materials – Submittal

- Brick
- 2x4 studs 24" o.c. smart framed.
- ½" OSB (not Zip board) on the exterior with Enviroseal or equivalent liquid applied water resistive barrier and ½" insulation board over the seal.
- Any siding will be applied over 1/8" furring strips.
- The exterior walls will be insulated with net and blow insulation

Roofing

- Option 1- 30-year architectural class 3 shingles

Option 2- METAL ROOFING

A. Exposed fastener system with screw fasteners that are visible on the exterior of

the roof surface after installation. 30# felt underlayment.

With ice and water shield

- or

B. Concealed Fastener system (standing seam panels) with RLOCK fasteners completely concealed and protected by the roof surface. 30# felt underlayment

With ice and water shield

- Metal drip edge at fascia

Engineered construction

- Foundations and trusses engineered

Insulation to meet building and energy codes

- Attic will be foamed at the roof. Closed cell.
- R value of least R30-R49 in attic and walls

Landscaping -

- Hose bibs at front and rear of home

Landscaping Allowance low maintenance-submittal

Outdoor lighting

- Porch lights (LED) at front and rear doors each switched at interior.

INTERIOR

DOORS

- All doors must be handicap accessible.
- Solid core doors

HVAC-Submittal

- Mitsubishi - 42k BTU Cooling + Heating - P-Series Multi-Position Air Handler Air Conditioning System - 18.7 SEER2 or equivalent

Bathroom

- 30" painted plywood vanity with integral lavatory that's meets the ADA requirement

Cultured marble top-submittal

- Fixtures, Moen Chateau Package or equal.
- Bathroom exhaust fan vented to outside
- 60" white solid surface walk in shower.
- Framed mirror at least 32" high over sink -submittal
- Light fixture over mirror at sink

Lowes Shiloh 24-in 3-Light Brushed Nickel or equivalent

- GFCI outlet at Lav. Per code
- Ceiling light with fan

Panasonic 0.8-Sone 110-CFM White Lighted Bathroom Ventilator Fan ENERGY STAR or equivalent

- One surface mount toilet paper holder and at least one towel bar brushed nickel

Delta 4-Piece Sandover SpotShield Brushed Nickel Decorative Bathroom Hardware Set or equivalent

- Privacy lock on bathroom door

Kitchen – Provide and install appliances

- Refrigerator, 28 cu ft top freezer ADA accessible
- 30" electric range, Whirlpool WFC150MOEW or equal.
- Dishwasher - Undercounter, Whirlpool WDT7505AHW or equal.
- 1/3 hp disposal
- Vent hood with cooktop light vented to exterior
- Double bowl stainless steel sink with Moen Chateau Package or equal.
- Prefinished wood faced cabinets with laminate countertops. Submittal
- GFCI counter top outlets
- All counters to be handicap accessible

Maximum height 34"

Laundry

- Laundry closet with Washer/Dryer connections
- Dryer vent as per building code requirements.

Bedroom

- At least one exterior operable window; each window to meet building code
- Closet with minimum of 5 feet of hanging space no doors
- Closet maid system. See elevation

Flooring-Submittal

- Kitchen, bathroom, hallway – vinyl plank flooring
- Main living area vinyl plank flooring
- Bedrooms - vinyl plank flooring

American Plank Plus II/ Natural Walnut. 6 x 36, 6 mil wear layer or equivalent

Must match throughout houses

Lighting -submittal

- Bedroom - 48"ceiling fan with light kit switched separately.

Harbor Breeze Armitage LED Indoor Flush Mount Ceiling Fan with Light (5-Blade) or equivalent

- Living room- 48" ceiling fan with light kit switched separately

Harbor Breeze Armitage LED Indoor Flush Mount Ceiling Fan with Light (5-Blade) or equivalent

- Kitchen – LED cans or surface
- Dining – LED cans or surface
- Hallway – LED cans or surface

Window Coverings

- Cordless vinyl miniblinds on all windows

Lowes Project source or better

Interior Finishes

- Walls & ceilings Gyp board ½ in sheetrock, taped & floated, textured and painted with 2 coats satin finish
- Double 2X4 wall between duplex wall with one hour fire rated sheetrock to the roof. Saw joint in between 2x4s
- Vinyl baseboard
- Paneled solid core doors for interior and closets

OTHER

- The mechanical closet will be in the conditioned space
- 40 gallon/6 year electric hot water heater
- RG6 cable TV outlet - 1 in living room, 1 in master bedroom
- Fiber internet hookup
- Category 5 telephone outlets - 1 in kitchen, 1 in master bedroom
- Electrical to meet building and electrical code.
- Plumbing to meet building and Mechanical code.
- HVAC to meet building and Mechanical code.

All Proposals will be received via mail or dropped off attention to Matthew Dickey at 807 S Lowry Stillwater, OK 74074

Any Proposals received after September 17th 2025, 10AM CST will be considered late and will not be considered.

Any Proposals not received via mail or brought into office will not be considered.

Proposals will be tabulated and evaluated by the Executive Officer (ED) of the Stillwater Housing Development Corporation (SHDC) and/or member(s) of the staff and/or other individual(s) designated by her. An award recommendation will be made to or by the ED.

All work shall be completed in accordance with this Request for Proposal. No proposer may withdraw their Proposal for a period of forty-five (45) consecutive calendar days after the date set for opening thereof.

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of the Stillwater Housing Development Corporation protest against a solicitation must be received before the due date for receipt of Proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract award or the protest will not be considered. All Proposal protests must be in writing, submitted to the ED or designee, who shall issue a written decision on the matter. The ED or designee may, at their discretion, suspend the procurement.

Questions regarding Proposal solicitation must be submitted in writing to Stillwater Housing Development Corporation, 807 S Lowry – Main Office; Stillwater, OK 74074 or via electronic mail to Matthew Dickey at matt@stillwaterhousing.org.

Any addenda to the RFP document will be uploaded to Stillwater Housing Authority Website.

SHDC reserves the right to reject any or all responses wherever it is in the best interest of SHDC. SHDC is an Equal Opportunity Employer. Minority and Women-owned business are encouraged to submit a Proposal.

Section 1 – Information and Instructions

Submission Requirements

1.1 All Proposals shall be marked: SHDC New Houses

Proposals shall include all supporting documents they want considered with their Proposals. Proposals shall be responsible for the delivery of Proposals.

1.2 Proposal Format: Proposals shall be submitted in the following format and include the following information.

1.2.1 Contact names of references with phone numbers.

1.2.2 Any additional information that may be pertinent to the Proposal.

1.3 Proposals will be notified in writing by Stillwater Housing Development Corporation (SHDC) of any change in the specifications contained in this RFP. Amendments and any addenda will be posted utilizing the SHA website. Stillwaterhousing.org

1.4 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding by SHDC. No employee of SHDC is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.5 Right of Rejection and Clarification: The SHDC reserves the right to reject any and all Proposals and to request clarification of information from any proposer. The SHDC is not obligated to enter into a contract on the basis of any Proposal submitted in response to this document.

1.6 Request for additional information: Prior to the final selection, proposers may be required to submit additional information which SHDC may deem necessary to further evaluate the proposer's qualifications.

1.7 Denial of Reimbursement: SHDC will not reimburse proposers for any costs associated with the preparation and submittal of any Proposal, or for any travel and/or per diem costs that are incurred.

1.8 Right of Withdrawal: Proposals may be withdrawn prior to the closing date and time. No proposer may withdraw their Proposals for a period of forty-five (45) consecutive calendar days after the date set for opening thereof.

1.9 Right of Negotiation: SHDC reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.10 Right of Rejection of Lowest Proposal: SHDC is under no obligation to award this contract to the proposer offering the lowest Proposal. Evaluation criteria included in this document shall be used in evaluating Proposals.

1.11 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the

exceptions, the ramifications of the exceptions for SHDC, a description of the advantage to be gained or disadvantages to be incurred by the SHDC as a result of these exceptions.

1.12 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses – including attorney fees – and otherwise hold harmless the SHDC, its employees, and agents from any liability of any nature or kind in regard to the delivery of services.

1.13 Rights to Submitted Material: All Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports charts, and other documentation submitted by proposers shall become the property of SHDC when received.

1.14 Basis of Award: Proposals will be evaluated according to the following criteria and weight at a minimum:

1.14.1 Cost of Services – 30 points

1.14.2 Qualifications – 30 points

1.14.3 Contractors ability to complete the work within the time required by SHDC – 10 points

1.14.4 Section 3 Business Preference – 10 points

1.14.5 References – 10 points

1.14.6 Local – 10 points

1.15 Selection Process: The Proposals will be reviewed by a selection panel appointed by the ED. The selection panel and ED shall be sole judge as to evaluation and ranking of Proposals.

1.16 Submittal: Proposals must be submitted utilizing mail or dropped off at the office to 807 S. Lowry Office Stillwater, OK 74074

1.17 Questions: Questions regarding this Request for Proposal should be directed to:
Matthew Dickey
Public Housing Director
matt@stillwaterhousing.org
(405) 372-4906 x 1700

1.18 Termination of Contract: SHDC may cancel at any time by providing the company with a written thirty (30) day notice of such cancellation. Should SHDC exercise its right to cancel the contract, the cancellation shall become effective on the date as specified in the written notice of cancellation sent to the company.

1.19 Insurance Coverage and Limits: The proposer shall furnish to SHDC evidence of the following minimum amounts of insurance coverage.

1.19.1 Worker's Compensation to apply to all employees for statutory limits in compliance with applicable state and federal laws.

1.19.2 Business auto policy or similar form shall have minimal limits of \$1MM per occurrence combined single limit for bodily injury and property damage liability. This shall include owned, hired and non-owned vehicles.

1.19.3 Commercial General Liability or similar form shall have minimum limits of

\$1MM per occurrence combined single limit for personal injury, bodily injury, and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, contractual liability and broad form property damage endorsements. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed.

1.20 Submit monthly draws by the 25th. Owner will pay by the 10th. Invoices to be made to the Stillwater Housing Development Corporation 807 S. Lowry Stillwater, OK 74074. SHDC is sales tax exempt.

1.21 All workers must be paid according to the Davis Bacon Wage rates listed for this project at minimum. Payrolls must be submitted for the project. If new hires are required, the contractor will do its due diligence to hire a section 3 individual.

1.22 Should project bid be below \$150,000.00 no bonds are required.

1.23 The project should be completed withing 365 days of start date.

Description of Materials

U.S. Department of Housing
and Urban Development
Department of Veterans Affairs
Farmers Home Administration

OMB Control No. 2502-0313
(exp. 7/31/2027)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000 or email: PaperworkReductionActOffice@hud.gov. When providing comments, please refer to OMB Approval 2502-0313. Do not send completed form to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The National Housing Act (12 USC 1703) authorizes insuring financial institutions against default losses on single family mortgages. HUD must evaluate the acceptability and value of properties to be insured. The information collected here will be used to determine if proposed construction meets regulatory requirements and if the property is suitable for mortgage insurance. Response to this information collection is mandatory. No assurance of confidentiality is provided.

☒ Proposed Construction ☐ Under Construction No. _____ (To be inserted by HUD, VA or FmHA)

Property address (Include City and State)

716 W 11th, Stillwater, OK 74074

Name and address of Mortgagor or Sponsor

Stillwater Development Corp

Name and address of Contractor or Builder

Instructions

- For additional information on how this form is to be submitted, number of copies, etc., see the instructions applicable to the HUD Application for Mortgage Insurance, VA Request for Determination of Reasonable Value, or FmHA Property Information and Appraisal Report, as the case may be.
- Describe all materials and equipment to be used, whether or not shown on the drawings, by marking an X in each appropriate check-box and entering the information called for each space. If space is inadequate, enter "See misc." and describe under item 27 or on an attached sheet. **The use of paint containing more than the percentage of lead by weight permitted by law is prohibited.**
- Work not specifically described or shown will not be considered unless required, then the minimum acceptable will be assumed. Work exceeding minimum requirements cannot be considered unless specifically described.
- Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)
- Include signatures required at the end of this form.
- The construction shall be completed in compliance with the related drawings and specifications, as amended during processing. The specifications include this Description of Materials and the applicable Minimum Property Standards.

1. Excavation

Bearing soil, type Clay 1500 psi. (Default)

2. Foundations

Footings concrete mix Concrete mix, strength psi 3,000 Reinforcing 60 Ksi

Foundation wall material Poured concrete with appropriate reinforce Reinforcing _____

Interior foundation wall material _____ Party foundation wall _____

Columns material and sizes _____ Piers material and reinforcing _____

Girders material and sizes _____ Sills material _____

Basement entrance areaway _____ Window areaways _____

Waterproofing _____ Footing drains _____

Termite protection Yes

Basementless space ground cover _____ insulation _____ foundation vents _____

Special foundations _____

Additional information 4-#5 cont in footing

3. Chimneys

Material _____ Prefabricated (make and size) _____

Flue lining material _____ Heater flue size _____ Fireplace flue size _____

Vents (material and size) gas or oil heater _____ water heater _____

Additional information

4. Fireplaces

Type ☐ solid fuel ☐ gas-burning ☐ circulator (make and size) _____ Ash dump and clean-out _____

Fireplace facing _____ lining _____ hearth _____ mantel _____

Additional information

5. Exterior WallsWood frame wood grade, and species e with Smarside lap siding over OSE☐ Corner bracing Building paper or felt _____Sheathing 7/16 thickness 4 width 8 ☐ solid ☐ spaced _____ o.c. ☐ diagonal _____Siding 1/2 smartside grade _____ type _____ size _____ exposure _____ fastening _____Shingles Comp grade _____ type 3 size _____ exposure _____ fastening _____

Stucco _____ thickness _____ Lath _____ weight _____ lb.

Masonry veneer _____ Sills _____ Lintels _____ Base flashing _____

Masonry ☐ solid ☒ faced ☐ stuccoed total wall thickness _____ facing thickness _____ facing material _____

Backup material _____ thickness _____ bonding _____

Door sills _____ Window sills _____ Lintels _____ Base flashing _____

Interior surfaces dampproofing, _____ coats of _____ furring _____

Additional information _____

Exterior painting material Sherwin-Williams Duration Exterior Acrylic Latex or equivalent number of coats 2Gable wall construction ☐ same as main walls ☐ other construction _____**6. Floor Framing**

Joists wood, grade, and species _____ other _____ bridging _____ anchors _____

Concrete slab ☐ basement floor ☐ first floor ☐ ground supported ☐ self-supporting mix _____ thickness _____reinforcing #3 18" OC B.W. insulation premier membrane 6MILFill under slab material 4" gravel thickness _____

Additional information _____

7. Subflooring (Describe underflooring for special floors under item 21)

Material grade and species _____ size _____ type _____

Laid ☐ first floor ☐ second floor ☐ attic _____ sq. ft. ☐ diagonal ☐ right angles

Additional information _____

8. Finish Flooring (Wood only. Describe other finish flooring under item 21)

Location	Rooms	Grade	Species	Thickness	Width	Bldg. Paper	Finish
First floor							
Second floor							
Attic floor	sq. ft.						

Additional information _____

9. Partition FramingStuds wood, grade, and species 2x4 SPF #2 size and spacing 2x4 24" OC Other _____

Additional information _____

10. Ceiling FramingJoists wood, grade, and species 2x6 ceiling joists @ 24" O.C. Other SPF or equivalent lumber Bridging _____

Additional information Joists tied to rafters or roof trusses where applicable

11. Roof FramingRafters wood, grade, and species lumber trusses Roof trusses (see detail) grade and species Engineered per truss r

Additional information Roof pitch: 6:12 (as shown on elevations)

12. RoofingSheathing wood, grade, and species 7/16" OSB roof sheathing, APA-rated ☒ solid ☐ spaced _____ o.c.Roofing 30-year architectural asphalt shingle grade _____ size _____ type _____Underlay synthetic underlayment weight or thickness _____ size _____ fastening _____

Built-up roofing _____ number of plies _____ surfacing material _____

Flashing material _____ gage or weight _____ ☐ gravel stops ☐ snow guards

Additional information _____

13. Gutters and Downspouts

Gutters material Aluminum Gutter gage or weight .032 size _____ shape _____
Downspouts material Alumimum gage or weight .032 size _____ shape _____ number _____
Downspouts connected to ☐ Storm sewer ☐ sanitary sewer ☐ dry-well ☒ Splash blocks material and size Concrete
Additional information _____

14. Lath and Plaster

Lath ☐ walls ☐ ceilings material _____ weight or thickness _____ Plaster coats _____ finish _____
Dry-wall ☐ walls ☐ ceilings material _____ thickness _____ finish _____
Joint treatment _____

15. Decorating (Paint, wallpaper, etc.)

Rooms	Wall Finish Material and Application	Ceiling Finish Material and Application
Kitchen	Semi- Gloss	Flat
Bath	Semi- Gloss	Flat
Other	Semi- Gloss	Flat

Additional information _____

16. Interior Doors and Trim

Doors type Hollow core flush or panel doors material Molded composite or hardboard thickness _____
Door trim type _____ material _____ Base type _____ material _____ size _____
Finish doors Passage or privacy knob/lever sets in satin nickel trim _____
Other trim (item, type and location) Primed MDF
Additional information _____

17. Windows

Windows type Double-pane vinyl windo make _____ material _____ sash thickness _____
Glass grade Low-E ☐ sash weights ☐ balances, type _____ head flashing _____
Trim type _____ material _____ Paint _____ number coats _____
Weatherstripping type _____ material _____ Storm sash, number _____
Screens ☐ full ☐ half type _____ number _____ screen cloth material _____
Basement windows type _____ material _____ screens, number _____ Storm sash, number _____
Special windows _____
Additional information _____

18. Entrances and Exterior Detail

Main entrance door material insulated fiberglass ext width _____ thickness _____ Frame material _____ thickness _____
Other entrance doors material insulated fiberglass ex width _____ thickness _____ Frame material _____ thickness _____
Head flashing _____ Weatherstripping type _____ saddles _____
Screen doors thickness _____ number _____ screen cloth material _____ Storm doors thickness _____ number _____
Combination storm and screen doors thickness _____ number _____ screen cloth material _____
Shutters ☐ hinged ☐ fixed Railings _____ Attic louvers _____
Exterior millwork grade and species _____ Paint _____ number coats _____
Additional information _____

19. Cabinets and Interior Detail

Kitchen cabinets, wall units material MDF lineal feet of shelves _____ shelf width _____
Base units material MDF counter top Laminate edging Demi-Bullnose
Back and end splash Laminate Finish of cabinets Paint number coats 2
Medicine cabinets make _____ model _____
Other cabinets and built-in furniture _____
Additional information _____

20. Stairs

Stair	Treads		Risers		Strings		Handrail		Balusters	
	Material	Thickness	Material	Thickness	Material	Size	Material	Size	Material	Size
Basement										
Main										
Attic										

Disappearing make and model number _____

Additional information _____

21. Special Floors and Wainscot (Describe Carpet as listed in Certified Products Directory)

Floors	Location	Material, Color, Border, Sizes, Gage, Etc.	Threshold Material	Wall Base Material	Underfloor Material
	Kitchen	LVP	12mil		
	Bath	LVP	12Mil		
Wainscot	Location	Material, Color, Border, Cap. Sizes, Gage, Etc.	Height	Height Over Tub	Height in Showers (From Floor)
	Bath				

Additional information _____

22. Plumbing

Fixture	Number	Location	Make	MFR's Fixture Identification No.	Size	Color
Sink	1	Kitchen				
Lavatory	1					
Water closet	1					
Bath tub	0					
Shower over tub	0					
Stall shower	1	Bath				
Laundry trays						

Bathroom accessories ☐ Recessed material _____ number _____ ☐ Attached material _____ number _____

Additional information _____

☐ Curtain rod ☒ Door ☐ Shower pan material _____ * (Show and describe individual system in complete detail in separate drawings and specifications according to requirements.)
 Water supply ☒ public ☐ community system ☐ individual (private) system*
 Sewage disposal ☒ public ☐ community system ☐ individual (private) system*
 House drain (inside) ☐ cast iron ☐ tile ☐ other _____ House sewer (outside) ☐ cast iron ☐ tile ☐ other _____
 Water piping ☐ galvanized steel ☐ copper tubing ☐ other _____ Sill cocks, number _____
 Domestic water heater type _____ make and model _____ heating capacity _____ gph. 100° rise.
 Storage tank material _____ capacity _____ gallons
 Gas service ☐ utility company ☐ liq. pet. gas ☐ other _____ ☐ Gas piping ☐ cooking ☐ house heating
 Footing drains connected to ☐ storm sewer ☐ sanitary sewer ☐ dry well ☐ pump pump make and model _____
 capacity _____ discharges into _____

Additional information _____

23. Heating

☐ Hot water ☐ Steam ☐ Vapor ☐ One-pipe system ☐ Two-pipe system
☐ Radiators ☐ Convectors ☐ Baseboard radiation Make and model _____
☐ Radiant panel ☐ floor ☐ wall ☐ ceiling Panel coil material _____
☐ Circulator ☐ Return pump Make and model _____ capacity _____ gpm.
Boiler make and model _____ Output _____ Btuh. net rating _____ Btuh.

Additional information _____

Warm air ☐ Gravity ☐ Forced Type of system _____
Duct material supply _____ return _____ Insulation _____ thickness _____ ☐ Outside air intake
Furnace: make and model _____ Input _____ Btuh. output _____ Btuh.

Additional information _____

☐ Space heater ☐ floor furnace ☐ wall heater Input _____ Btuh. output _____ Btuh. number units _____
Make, model _____

Additional information _____

Controls make and types _____

Additional information _____

Fuel: ☐ Coal ☐ oil ☐ gas ☐ liq. pet. gas ☒ electric ☐ other _____ storage capacity _____

Additional information _____

Firing equipment furnished separately ☐ Gas burner, conversion type ☐ Stoker hopper feed ☐ bin feed
Oil burner ☐ pressure atomizing ☐ vaporizing _____

Make and model _____

Control _____

Additional information _____

Electric heating system type Electric central HVAC system (heat pump) Input _____ watts @ _____ volts output _____ Btuh.

Additional information 14 SEER or better

Ventilating equipment ☐ attic fan, make and model _____ capacity _____ cfm.
☐ kitchen exhaust fan, make and model _____

Other heating, ventilating, or cooling equipment _____

Additional information _____

24. Electric Wiring

Service ☐ overhead ☐ underground Panel ☐ fuse box ☒ circuit-breaker make _____ AMP's 200 No. circuits _____
Wiring ☒ conduit ☐ armored cable ☐ nonmetallic cable ☐ knob and tube ☐ other _____

Special outlets ☒ range ☒ water heater ☐ other _____☒ Doorbell ☐ Chimes ☐ Push-button locations _____

Additional information _____

25. Lighting Fixtures

Total number of fixtures 11 Total allowance for fixtures, typical installation, \$ _____

Nontypical installation _____

Additional information _____

26. Insulation

Location	Thickness	Material, Type, and Method of Installation	Vapor Barrier
Roof		R-30 blown-in attic insulation	
Ceiling			
Wall		R-13 batt in walls	
Floor			

27. **Miscellaneous:** (Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)
 PEX piping with standard residential fixtures

Hardware (make, material, and finish.)

Brush Nickle

Special Equipment (State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattles prohibited by law from becoming realty.)

Porches

Terraces

Garages

Walks and Driveways

Driveway width _____ base material _____ thickness _____ surfacing material _____ thickness _____
 Front walk width _____ material _____ thickness _____ Service walk width _____ material _____ thickness _____
 Steps material _____ treads _____ risers _____ Cheek walls _____

Other Onsite Improvements

(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings, and accessory structures.)

Landscaping, Planting, and Finish Grading

Topsoil _____ thick ☐ front yard ☐ side yards ☐ rear yard to _____ feet behind main building
 Lawns (seeded, sodded, or sprigged) ☐ front yard ☐ side yards ☐ rear yard _____
 Planting ☐ as specified and shown on drawings ☐ as follows:
 _____ Shade trees deciduous _____ caliper _____ Evergreen trees _____ to _____ B & B
 _____ Low flowering trees deciduous _____ to _____ Evergreen shrubs _____ to _____ B & B
 _____ High-growing shrubs deciduous _____ to _____ Vines, 2-year _____
 _____ Medium-growing shrubs deciduous _____ to _____ Other _____
 _____ Low-growing shrubs deciduous _____ to _____

Identification—This exhibit shall be identified by the signature of the builder, or sponsor, and/or the proposed mortgagor if the latter is known at the time of application.

Date (mm/dd/yyyy) _____

Signature _____

Signature _____



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

Construction Contract

CONSTRUCTION CONTRACT

SHDC New Houses

Project SHDC-2025 SHDC New Houses

This Agreement made this _____ day of _____ in the year _____ by and between the Stillwater Housing Development Corporation, a corporation organized and existing under the laws of the State of Oklahoma and

_____ or individual trading as _____ hereinafter called the Contractor and the Stillwater Housing Development Corporation hereinafter called "SHDC " Witnesseth, that the Contractor and SHDC, for the consideration stated herein, mutually agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all insurance, permits, fees, materials, labor and equipment to perform and complete all work required for the SHDC New Houses 2025 project described in the Project Manual. Applicable work to be performed in workmanlike manner by workman skilled and experienced in their trade.

Construction shall be completed in accordance with specification and in accordance with all state and local laws codes, ordinances, and regulations applicable to Payne County, to the municipal jurisdiction in which the dwelling are located and State of Oklahoma and conforming to applicable HUD-FHA Minimum Property Standards and Low Rent design criteria in effect on the date of this Agreement.

Article 2. The Contract Price

The Contract Price submitted by the Contractor and accepted by SHDC is in the sum of _____ dollars (\$_____).

Contract Price includes the work of the Base bid and Alternates# _____ (if any).

Article 3. Contractor Certifications:

- A. Contractor agrees to furnish, upon signing of this document, a certificate of Worker's Compensation and Liability Insurance with SHDC named as (additional insured) and to furnish both State and Federal Withholding Tax identification numbers.
- B. Any price change in the contract must be agreed upon in writing before work is started.

Article 4. Time for Completion: All work shall be completed within _____ consecutive calendar days after receipt of Notice to Proceed

Article 5: Contract addendum: The contract shall include the following attached Contract Addendum, certifications and requirements.

Article 6. Contract Documents: The Contract consists of the following parts of the Project Manual.

- A. This Instrument
- B. Part II Contract Forms
- C. Part III Conditions of the Contract
- D. Part IV Specifications
- E. Part V Construction Drawings (if any)
- F. Addendum _____ (if any)

Article 7: Hold Harmless Clause:

The Contractor does hereby agree and expressly bind themselves to indemnify and save the Owner harmless from and against all claims demands, damages, suits and actions of every kind and description made or brought against the Owner on account of or in any manner related to any injury or damage received, sustained or claimed by any party or parties, or to property, resulting from the acts or omissions of the Contractor, their servants, agents, and employees in the performance of the Agreement. This requirement includes all attorneys' fees and costs related to this project.

The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership, affiliation or association which would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint liability.

This instrument, together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the contract. In the event that any provision in any component part first enumerated in this Article 6 shall govern, except as otherwise specifically stated. The various provisions in addenda shall be construed; in the order of preference of the component parts of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused on this instrument to be executed in original counterparts the day and year above written.

STILLWATER HOUSING DEVELOPMENT CORPORATION CONTRACTOR

BY: _____

EXECUTIVE DIRECTOR

TITLE: _____

Business Address:

Business Address:

807 S. Lowry, OFC

Stillwater, Oklahoma 74074

405-372-4906



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

Reference Form



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

REFERENCE FORM

Proposer: _____

RFP Title: _____

Proposer must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract.

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Description and Date(s) of supplies or services provides: _____

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Description and Date(s) of supplies or services provides: _____

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Description and Date(s) of supplies or services provides: _____



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

Hold Harmless

INDEMNIFICATION

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the Stillwater Housing Development Corporation their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss or use resulting therefrom, and is caused in whole , or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation shall not be limited in anyway by any limitation of the amount or type of damage compensation, or benefits payable by or for the Contractor, or any subcontractor under any employee benefit acts or claims.

I understand the above agreement with the Stillwater Housing Development Corporation

Sign

Date



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

HUD 5369

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

HUD 5369-A

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

HUD 5669-B

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

Section 3

Section 3 Clause Certificate

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.

B. 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.

C. 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 the contractor's commitments under this 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.

D. 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 regulations 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.

E. 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.

F. 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.

G. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the GDPM, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further GDPM contracts for a period of one to three years.

Contractor's Signature _____ Date _____



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Non-Collusive Affidavit

Non-Collusion Affidavit of Prime Bidder/Subcontractor

State of Oklahoma
Country of Payne)
City of Stillwater)

1. He/she is _____ of _____
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Stillwater Housing Development Corporation
5. No member of the City Council, or other Officers of the City of Stillwater, or the Stillwater Housing Authority, Stillwater Housing Development Corporation or any person in the employ of the SHDC is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,
6. The price quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;
7. I have read and understand the attached bid document , and affirms that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as the date hereof;
8. I am/The Bidder is not indebted to the Stillwater Development Corporation in any form or manner.

Signature: _____

Date: _____

Title: _____

Witness: _____



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Drug Free



Stillwater Housing Development Corporation

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FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Contractor _____

Contract _____

Contractor _____

Date _____

The contractor acknowledges that the site(s) expected to be used for the performance of Work under this contract are covered under the statement of a Drug-Free Workplace.

Place of Performance:

Total estimated number of employees expected to be engaged in the performance of the contract at the site(s) noted above _____.

(Contractor's Signature)

(Date)



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SHDC Insurance Coverage Checklist



Stillwater Housing Development Corporation

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INSURANCE COVERAGE CHECKLIST TO THE PROPOSER:

Please list the amount of insurance coverage that your firm currently carries.

INSURANCE COVERAGES	LIMIT	NAME OF COMPANY
1.0 Workers Compensation	_____	_____
2.0 Employers Liability	_____	_____
3.0 General Liabilities	_____	_____
4.0 Automobile Liability	_____	_____
5.0 Ind. Contractor Liability	_____	_____
6.0 Personal Injury	_____	_____
7.0 Professional Liability	_____	_____

Please provide a contact person and phone number for each type of insurance carried by your firm.

PROPOSER'S STATEMENT

I understand the insurance requirements and will comply in full if awarded the contract.

(Signature)

(Date)

Name (Printed or Typed)



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Davis Bacon Act Wage Decision



Stillwater Housing Development Corporation

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

"General Decision Number: OK20250004 01/03/2025

Superseded General Decision Number: OK20240004

State: Oklahoma

Construction Type: Residential

Counties: Payne and Pottawatomie Counties in Oklahoma.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), Excluding incidental utility work in Pottawatomie County only

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or	. Executive Order 13658 generally applies to the contract. The contractor must pay all

extended on or after January 30, 2022:	covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.
--	---

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

SUOK1997-006 09/01/1997

	Rates	Fringes
BRICKLAYER.....	\$ 8.00 **	
CARPENTER.....	\$ 7.25 **	
CEMENT MASON/CONCRETE FINISHER...	\$ 8.73 **	
Drywall Installer.....	\$ 10.00 **	
ELECTRICIAN.....	\$ 8.61 **	
FLOOR LAYER: Carpet.....	\$ 7.25 **	
Insulation Installer.....	\$ 7.25 **	
Ironworker.....	\$ 7.50 **	
LABORER		
General Laborer.....	\$ 7.25 **	
Mason Tender.....	\$ 7.25 **	
PAINTER: Brush Only.....	\$ 7.25 **	

PLUMBER/PIPEFITTER.....\$ 7.90 **

Power equipment operators:

Backhoe.....\$ 7.25 **

Blade Operator.....\$ 7.25 **

Bulldozer.....\$ 7.25 **

Scraper.....\$ 7.25 **

Trenching Machine.....\$ 7.25 **

ROOFER.....\$ 7.25 **

Sheet metal worker.....\$ 7.25 **

TILE SETTER.....\$ 7.25 **

TRUCK DRIVER.....\$ 7.25 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination

- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"