

Approved Contractor Provisions

SIMPCO Housing Department, 1122 Pierce Street, P.O. Box 1077, Monday-Friday from 8:30 a.m. until 4:30 p.m. For further information contact Judi Meyer at the above address or telephone 712-279-6286.

In order to be approved for a contract, contractor must have a complete set of documents on file at the SIMPCO offices (once you have submitted these items, you only need to resubmit them upon renewal date) to include:

1. Completed Request for Contractor Eligibility Form
2. Completed, signed and dated W-9
3. Copies of licenses, registrations and certifications.
4. Lead Safe Work Practices Certification
5. References from two (2) similar projects your firm has undertaken to demonstrate a history of satisfactory and timely performance. Prior experience with other grant funded housing repair programs should be noted.
6. Proof of Insurance Coverage.

A. **Liability Insurance:** The Contractor shall purchase and maintain in force and require subcontractors to provide such liability insurance as will protect and save harmless himself and his subcontractors and the Owner from all claims and demands of every kind and description for damages and for personal injuries, including death, which directly or indirectly may occur to any property or sustained by any person or persons as a result of the prosecution of the work, whether such operations be conducted by himself or by any subcontractors or anyone directly or indirectly employed by either of them. The amount of Liability Insurance to be maintained and kept in force shall under no circumstances be less than the following amounts:

- (1) Comprehensive General Liability Insurance with minimum Bodily Injury Limits of not less than \$500,000 for each person and not less than \$1,000,000 for each accident. The General Liability Insurance shall include coverage with respect to Property Damage Liability arising out of the so called "XCU" hazards (explosion, collapse and underground damage). Property damage insurance with minimum limits of not less than \$500,000 for each accident and not less than \$1,000,000 aggregate.
- (2) Comprehensive Automobile Liability Insurance for all owned, nonowned and hired vehicles with minimum limits for Bodily Injury of not less than \$500,000 for each person and not less than \$1,000,000 for each accident and Property Damage minimum limits of not less than \$100,000.

B. **Compensation Insurance:** The Contractor shall take out and maintain during the life of this Contract Statutory Workmen's Compensation and Employee's Liability Insurance in the amounts prescribed under Iowa State Law for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor to similarly provide such Insurance for all of the latter's employees unless such employees are covered by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of project is not protected under Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide similar insurance for the protection of his employees not otherwise protected. Minimum limits shall be \$100,000.

C. The Contractor shall not commence work under this contract until he has obtained all insurance required in this Paragraph and has submitted satisfactory evidence that all insurance is paid for in full to Agency nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

General Provisions

1. All bids become the sole property of SIMPCO. SIMPCO assumes no responsibility and no liability for costs incurred by prospective contractors prior to issuance of a contract. SIMPCO bears no responsibility or liability due to proposals lost in mailing or not delivered.
2. By submitting an RFP, the Proposer agrees to honor their price quote for 30 days after the RFP deadline.
3. SIMPCO shall award a contract to the contractor whose proposal is the most advantageous to SIMPCO and meets the proposal requirements. SIMPCO reserves the right to waive technicalities and to reject any or all proposals when deemed in its best interest. SIMPCO reserves the right to contact references.
4. Where lead-based paint is indicated: Working knowledge of current HUD lead paint regulations under 24 CFR Part 35 and Sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 is required.
5. Cost Proposal - provide a breakdown of firm, fixed costs. All cost assumptions must be clearly documented in this submittal. Any proposed contingency costs shall be separately identified. There will be no reimbursement for out of pocket expenses. All prices are fixed and are not subject to increase during the period of the contract.
6. If any subcontracting is planned, submit name of the firm(s), address of contact person(s), phone number(s), names of responsible operating officers, and evidence of any required insurance, permits, and licensing, as well as evidence that said firm has authorized inclusion in proposal documents.
7. The successful contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the final construction contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without prior written consent and approval by SIMPCO.
8. The contents of the bid of the successful contractor, in its entirety, shall form the basis of any contract that is awarded. The selected contractor will be required to sign a contract with SIMPCO in which s/he accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract and receipt of a Notice to Proceed.
9. The contractor agrees that to the extent that such law is applicable to the duties s/he is to perform hereunder, s/he will comply with the provision of the general laws concerning conflict of interest. The contractor covenants that s/he presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement. No public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which s/he is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.
10. SIMPCO shall award the contract without regard to race, creed, color, religion, gender, sexual orientation, marital status, national origin, age, disability, or status as a veteran. SIMPCO encourages qualified women, minority owned businesses, and Section 3 contractors to submit a proposal.

A contractor's contract may be terminated due to the following circumstances:

- Poor work performance on the job site and the demonstrated inability to rectify poor workmanship
- Contractor is causing undue damages to the property and showing an inability or unwillingness to correct the damages. The cost of repairing damages will be deducted from any money owed the contractor for work already completed
- Where collusion or fraud has been determined to exist on the part of the contractor
- Lack of sufficient insurance coverage
- Inability of the contractor to perform the work within the allotted time (see Notice to Proceed below)
- Irreconcilable and irresolvable differences between the contractor and the owner

The cost of repairing poor workmanship and the higher costs of awarding the bid to another bidding contractor shall be deducted from any amount owed to the initial contractor for work completed. In all cases, the contractor shall be given the opportunity to rectify the problem before contract cancellation procedures are instituted. The Housing Program shall adhere to the following procedures when negotiating a workmanship problem:

- A meeting will be scheduled at the job site with the contractor and homeowner to attempt to come to a consensus about the problem and solution
- If problem persists, Housing Program staff shall contact the contractor by certified mail notifying the contractor that the workmanship is still poor and specifying areas that need to be addressed to satisfy the contract. The letter will give the contractor fifteen (15) days to make the required repairs
- Contractors who are removed from a contract shall be removed from the participating contractor's list and shall be prohibited from bidding on Housing Program projects.

Notice to Proceed. Upon loan closing and contract execution, Program staff will communicate with contractor to determine construction start time. Program staff will issue a Notice to Proceed to the contractor and will provide a copy to the homeowner. The notice will allow the contractor a pre-determined amount of time as established in the contract to complete the specified work. The pre-determined amount of time will be the allotted amount of time except under the following conditions:

- The work is weather dependent and weather conditions have not allowed for the completion of the work
- The Notice to Proceed is issued too late in the building season to allow weather dependent work to be completed on time
- The selected contractor is too heavily committed to perform the work within the allotted time and informs the homeowner and Housing Program staff of the situation. A work schedule will be established that is acceptable to the homeowner, the Housing Program, and the contractor
- Unforeseen difficulties develop with the approved work and force a delay

Where projects are accomplished with several individual contracts in lieu of one general contract, the timing and coordination of issuing notices to proceed will need to be considered and handled accordingly.

Failure to begin work within the first 30 days will be grounds to terminate the contract unless unforeseen weather issues affect the start date or unless a later start date has been pre-approved by the Program.

An extended time period shall not be exceeded except through the issuance of a change order and by approval of the homeowner. In the absence of a change order, a contractor who violates the time period shall be penalized 10% of the unpaid balance for each week or \$75.00 per day as determined by Housing Program staff that the contractor is in violation.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Printed Name

Signature

Title

Name of Business

Social Security Number or Federal Identification Number

Date

APPENDIX B

Notice to All Contractors:

Contractor is responsible for any building permits that may be required by state or local building codes. All Housing Rehabilitation work shall take place in a timely and efficient manner. All Lead Based Paint activities or remediation work shall follow HUD'S Lead Safe Work Practices. All Contractors working on these federally funded programs shall indeed have the required certification and have a copy of such Lead Safe work Practices certification on file with SIMPCO Housing Technicians. All materials are to be of moderate price, and of good quality. All material measurements are solely the responsibility of the contractor. Homeowner and Housing Technicians of SIMPCO are not responsible for any incorrect material measurements. Selection of color, pattern or style of all building materials is the choice of the property owner. At the discretion of the Housing Technician an alternative material or method of work may be substituted as long it is greater or equivalent to the specifications listed below. All changes in specifications must be approved by SIMPCO Housing Technicians before work can begin. If there is an item or repair method that is not covered below, you may contact your Housing Technician for a detailed work standard that would pertain to what is to be completed.

General Requirements:

The use of Lead Based Paint is not allowed.

All Housing units will meet Housing Quality Standards and **IOWA'S OR NEBRASKA'S MINIMUM HOUSING REHABILITATION STANDARDS** *Revised March 2011* upon completion of necessary repairs.

Link to Iowa Minimum Housing Rehabilitation Standards:

http://www.iowaeconomicdevelopment.com/community/downloads/cdbg2012/Appx4A_RehabStnd.doc

Link to Nebraska Minimum Housing Rehabilitation Standards:

http://www.neded.org/files/crd/housing/Minimum_Standards_For_Rehabilitation.pdf

All Workmanship shall be of the highest quality and shall meet all local and building codes.

All Workmanship and Materials will carry a one year warranty period from the contractor.

All Materials used for Housing Rehabilitation projects shall be new.

All work areas must be cleaned and have debris/rubbish removed at the end of the day or at the time of job completion whichever occurs first.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Instructions for Completing "Request for Contractor Eligibility" Form

Please complete this form for your company and all subcontractors you use.

The form consists of several sections, a top section enclosed in a box, an unenclosed section, two enclosed Contractor sections, and a bottom enclosed section:

Top section – This does not need to be completed. If you are sending the form to a subcontractor, you may want to complete this section so that the subcontractor can return the form to you.

Unenclosed section – you may complete the project address, if known. The remaining lines do not need to be completed.

Contractor/Sub-Contractor Sections – Please complete one of the sections for your firm. You may use all additional sections for your subcontractors. **Note that some additional information provided to assist you with completing this section is provided in the enclosed box at the bottom of the form.**

MBE = minority owned business/WBE = woman owned business

****Please provide on a separate sheet of paper, a listing of all of your subcontractors.**

Bottom section – SIMPCO will complete this section.

REQUEST FOR CONTRACTOR ELIGIBILITY

Requested by: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Recipient: _____

Contract Number: _____

Project Address (For Housing Projects Only): _____

IEDA Project Manager: _____

Contractor/Sub-Contractor Name & Address: _____

Type: Prime Sub

MBE: Yes No

WBE: Yes No

- If a MBE/WBE provide Tax ID #: _____

- If MBE/WBE is a Subcontractor, Include Prime Contractor's

Tax ID #: _____

Owner: _____

Iowa Contractor Registration #: _____

Contract \$ Value: _____

Section 3 (see below): Yes No

Type of Trade (see below): _____

Racial Ethnic Code (see below): _____

If Hispanic Origin, check here:

Number of employees anticipated to be employed on the project: _____

Number of new employees hired (if any) for this project: _____

Contractor/Sub-Contractor Name & Address: _____

Type: Prime Sub

MBE: Yes No

WBE: Yes No

- If a MBE/WBE, provide Tax ID #: _____

- If MBE/WBE is a Subcontractor, Include Prime Contractor's

Tax ID #: _____

Owner: _____

Iowa Contractor Registration #: _____

Contract \$ Value: _____

Section 3 (see below): Yes No

Type of Trade (see below): _____

Racial Ethnic Code (see below): _____

If Hispanic Origin, check here:

Number of employees anticipated to be employed on the project: _____

Number of new employees hired (if any) for this project: _____

IEDA USE ONLY

This verification of eligibility consists only of a check against the current list of debarred, suspended and ineligible contractors. It is important that other factors be considered in determining overall acceptability of a contractor. See 24 CFR, Part 85.36.

Verified: Yes No Signature _____ Date _____

Type of Trade:

- | | | | | |
|------------------------|-------------|------------------------|------------------------|------------------------|
| 1 – New Construction | 3 – Repair | 5 – Project Management | 7 – Tenant Services | 9 – Arch/Eng Appraisal |
| 2 – Substantial Rehab. | 4 – Service | 6 – Professional | 8 – Education/Training | 0 – Other |

Section 3:

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very-low income residents, employs a substantial number of low- or very-low income residents, or subcontracts with businesses owned by low- or very low income residents. Refer to the CDBG and Housing Management Guide for additional information.

Racial/Ethnic Codes:

- | | | | |
|-----------------------------|---|--|-------------------------|
| 11 = White | 14 = American Indian/Alaskan Native | 17 = Asian & White | 20 = Other Multi-Racial |
| 12 = Black/African American | 15 = Native Hawaiian/Other Pacific Islander | 18 = Black/African American & White | |
| 13 = Asian | 16 = American Indian/Alaskan Native & White | 19 = American Indian/Alaskan Native & Black African American | |