



CommunityAction

BIDS & PROCUREMENT

Tel: (269) 965-7766

Fax: (269) 966-4170

175 Main St.

PO Box 1026

Battle Creek, MI 49016

Required Documents Contractors

- 1. Receipt of Contract Terms and Bid Procedures.
- 2. W – 9
- 3. Debarred or Suspended Organization Statement
- 4. Vendor Form
- 5. Contractor's Information Sheet
- 6. Homeowner Rehab Programs – Signature Authorizations
- 7. Qualification for Contractors
- 8. Required Insurance Certificates
 - General Liability
 - Workers Comp
 - Auto Liability
- 9. Required Licenses and Certifications
 - Builders or Associate Trade License
 - Lead Supervisor Certification – abatement requirement
 - Any other certifications (Indoor Air Quality and Mold Certificate)
 - Other _____



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Contract Terms

Hold Harmless

The contractor indemnifies and holds harmless the Homeowner, Community Action and any funding source for the project for which he/she has bid on from liability for any personal property damages, bodily injury, death, sickness, disease, or loss of expense resulting from the Contractor's work under the Contract.

Contractor Assurance

By submitting a proposal or executing a contract, the Contractor asserts that the Community Action Contractor Handbook has been read and understood and that the required forms and documents have been completed to the satisfaction of Community Action's Housing and Support Services Department.

Contract Documents

The Contract consists of the Homeowner/Contractor Agreement, the Bid and Proceed to Work Order, the specification, plans and drawings (if applicable), and the Contractor Handbook. These documents cover all labor, materials, appliances, and services necessary to meet the Homeowner's and Community Action's performance standards and the terms and conditions for payment.

Section 3 Contractors and Subcontractors

Community Action works under many funding sources for housing rehabilitation, certain funding contracts are subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968. This HUD regulation, 24 CFR Part 135, requires Community Action to comply with Section 3 as part of the contract for funding. Section 3 regulations are to ensure that economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal and State laws, be direct to low- and very low-income persons (particularly those receiving assistance for housing, and to the businesses that provide economic opportunities to these persons. Responsibilities for Community Action and all sub-recipients of the funding (contractors and sub-contractors) include; to implement procedures, notify participants (contractors and potential employees), incorporate the section 3 clause into contracts, facilitate trainings, meet (or exceed) the goals of the regulation for all new hire opportunities, assist in compliance, refrain from entering into contracts with contractors that fail to comply and document action to comply. If you are a certified Section 3 contractor or subcontractor, complete the enclosed form and submit with your contractor packet. If you have further questions regarding opportunities to become a certified contractor contact Community Action's Senior Manager, Housing Rehab for more information and training on the regulation.



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Site Inspection

Site Inspection

All bidders must visit the site and examine all structures. The bidder should address all items on the specifications and compare them to existing field conditions. Unusual conditions or deviations which exist at the time of the field inspection should be noted on the bid and reflected on the bid amount.

Omissions from the Specifications

In cases where materials and equipment are omitted from the specifications or drawings and are necessary to fulfill the intent of the spec or drawing, it will be the responsibility of the Contractor to furnish and install the necessary items when and if a change order is approved by the Project Specialist, Senior Manager, the Homeowner and the Contractor. All materials and equipment must meet the specifications of the Contract Documents.

Verification of Measurements

No extra compensation will be allowed because of differences between actual measurements and dimensions show on the spec. Refer such differences to the Homeowner and Project Specialist for consideration before bidding work.

Unforeseen Repairs

The Contractor shall notify the Community Action Project Specialist of any conditions or repairs not covered in the Contract Documents which are required for successful completion of the job. Defects which become evident as the work progresses shall be reported not concealed.

Warranty of Construction

General Guarantee

The Contractor shall remedy at his/her own expense any defect due to faulty material or workmanship and pay for any damage to other work resulting from the Contractor's failure to conform to the Contract Documents. Further the Contractor shall furnish the Homeowner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract. The Contractor expressly guarantees and agrees to remedy any defects in the work and pay for any damages to other work resulting there from which shall appear within a period of 18 months from the date of final acceptance of the work.

Labor Quality

All labor furnished by Contractors, Subcontractors or Handymen must be performed by a trained, skilled, competent craftsmen, licensed when required. The Homeowner reserves the right to have persons who are not performing their services in an acceptable manner removed from the job site.



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Material Quality

The Contractor will furnish all supplies, equipment, etc. to satisfactorily execute the Contract. The materials used and installed must be new unless other arrangements have been made and approved by the Homeowner and Project Specialist.

Work Site Conditions

The Contractor will protect all property around the work site and will repair or replace any damaged work at his/her own expense. This includes payments for utilities, trees, fencing, and other existing conditions damaged in carrying out the Contract.

Contractor Responsibilities on the Job Site

The Contractor agrees to keep the job site clean and orderly during construction and to remove all debris daily and at the completion of the job. The Contractor is responsible for removing items that are to be replaced, as called out in the work specification, unless stated in writing beforehand. Upon completion of work, all stains, labels, tags, debris, and protective coverings will be removed and the job will be left in room clean condition.

The Contractor will take all precautions to protect persons from injury or inconvenience and will leave passageways unobstructed for pedestrians and vehicles and for access to fire hydrants.

The Contractor will assume full responsibility for the protection and safe keeping of all products and materials stored on the premises.

The Contractor should respect the use of utilities provided by the homeowner to every extent possible during the construction process.

Homeowner Responsibilities on the Job Site

Utilities

The Homeowner will permit the contractor to use at no cost, all existing utilities (heat, power and water) necessary for completion of the work.

Work Site Preparation

The Homeowner will make reasonable efforts to have the job site prepared for the Contractor by removing furniture, furnishings and other valuables that might get in the Contractor's way.

Property Insurance and Taxes

The Homeowner must have and maintain homeowner's insurance for the property's full insurable value and keep property taxes current with the jurisdiction where the property is located. This insurance must cover the structure and improvements in the event of fire, vandalism, etc.



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Required Insurance

Before an Order to Proceed can be signed, Contractors must submit certificates of insurance to the Community Action Housing Rehab Staff. Community Action shall be listed as an additional insured on all insurance coverage so to be notified of any loss of coverage by the Contractor.

This applies to the following insurance:

General Liability Insurance

The Contractor shall purchase and maintain liability insurance for him/her, all employees, and subcontractors. The amount of Comprehensive General Liability Insurance to be maintained and kept in force shall, under no circumstances, be less than \$300,000 for each person and not less than \$500,000 for each accident. The General Liability Insurance shall include coverage with the respect to Property Damage. Liability arising out of the so called "XCU" (explosive, collapse, and Underground damage). Property damage insurance with minimum limits of \$500,000 for each accident and \$1,000,000 aggregate must also be maintained.

Workman's Compensation Insurance

The Contractor must purchase Workman's Compensation Insurance and Employee's Liability Insurance, if applicable, for all persons employed at the construction site.

Auto Liability Insurance

The Contractor must purchase Auto Liability Insurance and present proof of insurance for commercial vehicles used by the company/contractor.

Required Paperwork

Completed Bid Specifications

The purpose of the job cost breakdown is to establish a cost for each line item of work that has been submitted on the bid.

The contractor must breakdown the total bid into cost for the individual tasks, including interim control and/or abatement for any lead work if applicable. The job cost breakdown will be reviewed by the Housing Rehab Staff to assure that the cost for the separate items are enough to have that item done by a second contractor if the original defaults.

The Housing Rehab Staff and the Contractor must agree on the job cost breakdown prior to the contract signing and the Order to Proceed. A copy of the job cost breakdown must be kept on file with Community Action.

Homeowner/Contractor Agreement

The purpose of the Homeowner/Contractor agreement is to establish a legal contract between the Homeowner and the Contractor listing specific agreements concerning the job to be done.

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The Homeowner/Contractor agreement will be signed by both parties and witnessed by the Housing Rehab Staff at the Pre-Construction Conference. A copy will be kept on file by the Housing Rehab Staff.

Order to Proceed

The purpose of the Order to Proceed is to give notice to the Contractor to proceed with the rehab specified in the Homeowner/Contractor Agreement and the approved specifications. Both the Homeowner and Contractor will sign said document.

The Order to Proceed will be issued when all insurance requirements are met by the Contractor. All building permit applications and the job cost breakdown must also be submitted to the Project Specialist before work will proceed.

Lien Waivers

The purpose of Lien Waivers is to protect the Homeowner against future claims for payment.

Lien Waivers must be obtained from the Contractor, all subcontractors and major material suppliers, if applicable. These waivers will be kept on file with the Housing Rehab Staff and must be submitted with the final payment request.

Change Orders

No change orders will be accepted except for UNFORSEEN problems in the specified work to be completed. Any change order must be approved in writing by the Homeowner, Contractor, Project Specialist and Senior Manager BEFORE such work begins. Any change order work begun prior to authorization will be considered unauthorized work and will therefore not be reimbursed by Community Action.

Permits and Licenses

The Contractor will secure at his own expense all necessary permits and licenses required to do the work and comply with local governing body; City, County, State, and Federal codes, regulations and ordinances. Community Action reserves the right to hold any funds until all necessary permits and final inspections have been secured and a copy has been provided to the Housing Rehab Staff.

Disputes

In the event that any dispute arises regarding claims of the Homeowner or Contractor or on all other matters relating to the execution and progress of the work on the interpretation of the Contract documents, both parties agree that Community Action and the Housing Rehab Staff will be used as the arbitrator. The Housing Rehab Staff will do their due diligence to ensure both parties are happy with the end result.

The Project Specialist will decide as to whether or not the Contractor has fulfilled his/her obligations per the job specifications and Homeowner/Contractor Agreement, Community Action reserves the right to pay the Contractor the final payment.



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BID PROCEDURES

Line Item Bids Only

Bidders are to submit their bids in one envelope containing the price proposal to the address and person listed below. The envelopes are opened at the date and time shown on the bidding document.

Bids may be mailed or hand delivered. Make sure a receipt is received when submitting in person to Community Action office assistant:

Community Action
Attn: Barb Anderson
175 Main St.
Battle Creek, MI 49016

Bids are evaluated and approved by the project specialist, senior manager, housing and support services director, the chief financial officer, and/or the chief executive officer (if applicable), the Contract is awarded to the most cost effective Bidder who has met all the requirements.

Community Action's housing rehabilitation program staff will keep on file a copy of all bids, summary sheet, purchase order and specifications.

Basis of Proposal

Proposals are solicited for the *completion of all work as described in the specifications* and/or shown on the plans.

All bid proposals must meet the following criteria

1. The Spec Cost Total will include ALL associated project costs (materials, labor, permits and lead clearance). Bid Summary will breakdown specified areas of work. Lead Breakdown will specify lead related work of specification needed for funding purposes. The Spec Total Cost, Bid Summary Total and Total Cost (on first page of Bid) must match and be added correctly.
2. Proposals may be withdrawn by bidders prior to, but no later than, the time fixed for the opening of bids.
3. All bid proposals must be submitted on the provided specification sheets and in a sealed envelope as stated on the specifications. Bid documents must be signed and submitted by the "*Due by*" date, at which time bids will be opened and reviewed.

If the Owner does not accept the proposal within 45 days after the "*Due by*" date stated on the specifications, Contractor may withdraw his/her proposal.

Contractors

Contractors are required to submit the following documentation prior to being eligible for bidding process.

- Contractor's License in company name – copy must be kept on file. License must be in company name if registering as a company. License may be in builder's name only if sole proprietor.
- Worker's Compensation – copy must be kept on file (not required if sole proprietor).
- General Liability Insurance – copy must be kept on file.
- Certification of Lead-Based Paint requirements for EPA and Michigan abatement contractor – copy must be kept on file.
- Auto Liability Insurance – copy must be kept on file.
- All completed documents listed on the New Contractors Packet cover sheet – W-9, Debarred or Suspended Organization Statement, Signature Authorizations, Qualifications for Contractors, Contractor's Information Sheet, Receipt of Bid Procedures and Contract Terms and Vendor forms.



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- Certification of Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability form – when funding source requires.

Specified Products

Line item bids must be based upon use of items named in the specifications or approved equal substitutions. In certain cases, specific items have been named because of operational maintenance considerations; approval of equals or substitutions should not be allowed unless formally requested.

After the award of Contract, no substitutions will be permitted unless approved by the project specialist and an approved price adjustment is agreed upon.

Criteria for Submitting Proposal

1. Proposals must be in accordance with the following to be considered:
 - a. All cost estimates inserted into provided specification sheet are to be legible, in text or numbers.
 - b. Shall be delivered in a sealed envelope marked "Bid for Project" - with project name" to the person and address specified on page 1.
 - c. Must be signed and dated in all appropriate places.
 - d. All costs MUST be added correctly – check and double check figures BEFORE submitting.
 - e. If submitted bid is not totaled correctly on any of the total areas of the specification, the bid will be considered at the lowest bid price presented on the specification, after counsel with the contractor.
2. All proposals will remain sealed until the time indicated for opening. The dollar amount of a bidder's proposal will be entered on a summary sheet.
3. Proposals received after the official time will not be accepted nor reviewed.
4. Incomplete proposals will not be accepted.
5. Bidders are solely responsible for delivery of their proposal at the specific location and before the specified time established.
6. Should the successful bidder fail to enter into a Contract, the bid shall be forfeited and Community Action shall enter into a contract with the next responsible bidder or start the bidding process.

Responsible Bidder

It is the intent of Community Action to award a contract to the *RESPONSIBLE* bidder. In determining responsibility, Community Action may consider the following:

- Ability, capacity, and skill of bidders to perform the work;
- Bidders' ability to perform the work within the time specified;
- Quality of performance and communication with homeowner on previous work;
- Bidders' previous, and existing compliance with permits, laws, and with requirements of the State of Michigan;
- Any other information having a bearing on the decision to accept the bid proposal.

Section 3 Contractors

Community Action works under many funding sources for housing rehabilitation, certain funding contracts are subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968. This HUD regulation, 24 CFR Part 135, requires Community Action to comply with Section 3 as part of the contract for funding. Section 3 regulations are to ensure that economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal and State laws, be direct to low- and very low-income persons (particularly those receiving assistance for housing, and to the businesses that provide economic opportunities to these persons. Preference in contracting with Section 3 Contractors may be exercised if funding source requires it. For more information on Section 3 regulations, contact Senior Manager, Housing Rehab.



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Contract and Order to Proceed

1. An order to proceed will be written with the successful bidder (the Contractor) for all the work outlined in the proposal.
2. No work can commence until all parties (Contractor, Homeowner, and Housing Rehab Staff) have signed a rehabilitation contract and all other contractual documents at the pre-construction meeting.

Conflict of Interest

No employee of the Community Action may submit proposals on any project as stated in the Agency Personnel Policies.

Change Orders

Construction change orders may be necessary during the course of construction to deal with *unforeseen* construction conditions. All changes involving a modification to a contract cost must be documented with a Change Order, signed by the homeowner, contractor, project specialist and senior manager. All change orders *must* have the final approval of the senior manager. The following is an outline of compliance procedures that will be followed by Community Action and Contractor:

1. Where Community Action desires to modify the requirements of the project specification (to add, delete from, or alter) the sequence of the work Community Action's project specialist will prepare a Change Order describing the requested change and ask the Contractor to submit a price proposal for accomplishing the stated change in the work.
2. Once the change order has been prepared it will be submitted to the senior manager for approval.
3. Once approval has been granted, the project specialist will meet with the Contractor and Homeowner for signatures.
4. **No work** on the change order shall be accomplished without complete approval (all required signatures are on the document) of the Change Order.
5. No corrections will be made to the original bid submitted by the Contractor. If a change is needed, the contractor must contact Housing Rehab Staff **BEFORE** any changes can occur so the compliance procedures may be followed accordingly.

Payment

Contractor is responsible for procuring all permits and obtaining final inspections necessary to meet the permit requirements before final payment will be released.

All partial draw requests must be accompanied with an invoice and a partial conditional lien waiver (if applicable).

Final payment will be based on a satisfactory inspection, homeowner acceptance of work, and receipt of all final permits at the end of the project. All unconditional lien waivers from the general contractor and any subcontractors must be turned in to Housing Rehab Staff. **Final Payment will be made within thirty days of the date when all documentation listed above is received.**

Community Action's Staff reserves the right to make inspections at any and all phases of the project to review and inspect progress of work. In addition, Community Action may also call upon other experts such as local code inspectors to confirm project meets all requirements.

During the course of the project, all contractors will adhere to Lead Safe Work Practices. If Lead Safe Work Practices are violated the following penalties will result; first offense – Contractor will be suspended from the bidding process for a period up to 6 months, second offense – Contractor suspended for up to 10 months, third offense – Contractor will be removed from Community Action's contractor list.



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Questions

For questions related to projects, please contact Amy Rose Wallace-Robinson, Senior Manager, Housing Rehab at (269) 441-1335 or amyw@caascm.org.



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Receipt of Contract Terms and Bid Procedures

I, _____ (contractor name) of _____
(company name) have read and understand the guidelines stated in the Community Action Contract
Terms and Bid Procedures.

Contractor

Date

Note: Please return this receipt with completed required documents.

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, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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 Line 1 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
or
Employer identification number

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

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certification or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
6. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CommunityAction

Debarred or Suspended Organization Statement

By signing below I agree that my company/organization or any of its principals, personnel, divisions or affiliates presently or in the past have not been debarred or suspended from entering into contracts with any federal, state or local governmental entity.

The company/organization has not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

The company/organization is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local).

The company/organization has not had one or more public transactions (Federal, State or local) terminated for cause or default.

Company Name

Signed

Date

Provided below for reference is the website to look up debarred companies/organizations:
Excluded Parties List System, <http://www.epls.gov/>



Welcome to Community Action.

The following information is required for Community Action to process any payment to you.

Name:

* All payments will be made payable to the name above.

Address:

City:

State:

Zip:

* Address must be remit to address.

Country:

Tax ID #:

or

Social Security number:

Contact person:

Phone:

Title:

Fax:

Name of person completing form:

Signature of person completing form.

Date

Submit the completed form and all required documents to the address above.

No payment will be made until the completed form and all required documents are received in the Finance Department

*Note: Community Action requires a Purchase Order number on all Invoices and Statements.

Required documents:

Community Action staff should indicate the required forms.



Completed Vendor Form. (Required from all)

All required forms must be received for payment to be processed.

W-9 (Internal Revenue Service Form) (Required from all)

28% of payment may be withheld for tax if completed forms are not received.

If Exempt from Backup Withholding

If Exempt is checked on W-9, you must provide proof of exemption.

Debarred or Suspended Organization Statement

Certificate of Liability Insurance (When applicable)

Other:

Name of Community Action Staff Requesting:

Please print clearly.

Type of vendor: (Rental, Contractor, Supply, Service, Volunteer, etc.)

Please print clearly.



Finance department Use Only:



Vendor #

Date:

Entered Intl:

CFO Intl:

Notes:



CommunityAction

BIDS & PROCUREMENT

Tel: (269) 965-7766

Fax: (269) 441-2433

PO Box 1026

Battle Creek, MI 49016

Contractor's Information Sheet

Please type or print clearly.

Name of Company: _____

Sole Proprietorship: Partnership/ Corp.:

Individual Name(s): _____ Title: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone(s): _____

Pager/Fax: _____

Contractor's License #: _____ Expiration Date: ____ / ____ / ____

Contractor's Social Security Number: ____ / ____ / ____ Fed. Tax ID #: _____

My signature confirms that I am not in default or have any bad judgments or debts against my company with the state or county in which I am about to work.

Signature

Title

Date



CommunityAction

BIDS & PROCUREMENT

Tel: (269) 965-7766

Fax: (269) 441-2433

PO Box 1026

Battle Creek, MI 49016

Homeowner Rehabilitation Programs – Signature Authorizations

Name of Company: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone(s): _____

The following individuals are authorized to sign any and all documents required to facilitate projects through any of the housing programs that Community Action administers, including: proposals; contracts; change orders; payment draw requests; final payment requests; final invoices; release of liens; and warranties.

Print Name	Title	Signature
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Print Name	Title	Signature
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Print Name	Title	Signature
------------	-------	-----------

Print Name	Title	Signature
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Owner's Name Printed	Owner's Signature
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Project Specialist Signature	Date
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CommunityAction

BIDS & PROCUREMENT

Tel: (269) 965-7766

Fax: (269) 441-2433

PO Box 1026

Battle Creek, MI 49016

Qualifications for Contractors

Name of Company: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone(s): _____

Copies of the following **MUST** be on file with the Community Action Housing and Support Services Department. Please notify your insurance company that you are working for Community Action so they may notify us of any renewals or cancellations.

Copies to be filed with Community Action:

- License
- Insurance
- Tax ID
- Lead Safe Work Practice (LSW) Certificate (at least eight [8] hours training for LSW)
- Indoor Air Quality and Mold Certificate

List three (3) jobs completed within the last six (6) months. The projects should be located in the Calhoun County area or as close to Battle Creek as possible. *You may wish to let the client(s) know that we would like to schedule a walk-through of the work. Please type or print clearly.*

(1) Name of Contact Person: _____ Phone: _____

Street Address of the House Worked On: _____

City: _____ State: _____ Zip: _____

(2) Name of Contact Person: _____ Phone: _____

Street Address of the House Worked On: _____

City: _____ State: _____ Zip: _____

(3) Name of Contact Person: _____ Phone: _____

Street Address of the House Worked On: _____

City: _____ State: _____ Zip: _____

What kind of work do you specialize in and what do you usually subcontract to other contractors?

Specialty (you have been doing this kind of work for longer than one year consecutively):

Sub-Contracted Work:

NOTE: For Major Home Rehab Programs (over \$5,000.00) Contractor must have Lead Abatement License.