

RFP Document

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INTRODUCTION

The Columbus Metropolitan Housing Authority (hereinafter, "HA") is a public entity that was formed in 1934 to provide federally subsidized housing and housing assistance to low-income families, within the City of Columbus, Ohio. The HA is headed by a President & CEO and is governed by a board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy. Though brought into existence by a Resolution of the City of Columbus, it is a separate entity from the City.

Currently, the HA owns and/or manages: (a) 25 multi-family apartment complexes totaling 2,951 units; (b) 9 senior complexes, totaling 692 units; 3 Service Enriched complexes, totaling 230 units; and (d) the administers a total of 13,000 Section 8 Housing Choice Vouchers. The CMHA currently has approximately 122 employees.

In keeping with its mandate to provide efficient and effective services, the HA is now soliciting proposals from qualified, licensed and insured entities to provide the services specified herein to the HA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

HA CONTACT PERSON	Andrea Quinichett, Purchasing Manager, 614.421.4434 aquinichett@cmhanet.com
HOW TO OBTAIN THE RFP DOCUMENTS ON THE CMHA WEBSITE	<ol style="list-style-type: none"> 1. Access cmhanet.com 2. Click on the "Business Op/Section3" heading 3. Click on the "Purchasing Open Opportunities" heading If you have any problems in accessing or registering on the system, please call the Procurement Department at 614.421.4434
PRE-PROPOSAL CONFERENCE	Thursday, March 5, 2020 2:00pm 880 E. 11 th Avenue, Columbus, Ohio 43211
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the RFP document, submit certain required financial information ("Proposal Sheet" and audited financials) in a separate sealed envelope noting the RFP number, name and company information. 2. As instructed within Section 3.0 of the RFP document, submit one (1) original copy and two (2) copies of your "hard copy" proposal to the HA Procurement office.
PROPOSAL SUBMITAL RETURN & DEADLINE	Friday, March 13, 2020 11:00am The HA Central Office 880 E. 11 th Avenue, Columbus, Ohio 43211 Note: The "hard copy" proposals and sealed financial information must be received in-hand and time-stamped by the HA by no later than 11:00 a.m. on this date.
ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS	March 2020

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1 The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.
- 1.2 The HA reserves the right not to award a contract pursuant to this RFP.
- 1.3 The HA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HA Contracting Officer (CO).
- 1.6 The HA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The HA reserves the right to solicit for any service where the ICE exceeds \$2,000.00 and award said service to company whose proposal/bid is lowest and best.
- 1.9 HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.10 The HA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the hard copy RFP and/or downloading this document via our website, www.cmhanet.com, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.

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2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): CMHA is seeking proposals from qualified and licensed electricians to secure contractual assistance of emergency routine electrical services as noted in this RFP for ELECTRICAL SERVICES.

2.0.1 Expectation/Role of the Proposer

2.0.1.1 The successful proposer will provide emergency and routine repair service in order to provide essential electrical services to both Agency-owned and operated property to include all PHA sites, office buildings and exterior lighting as required by this Request for Proposal.

2.0.2 Responsibilities of the Licensed Service Provider

2.0.2.1 The Proposer must provide a detailed demonstrated ability to provide the following services, which includes, but is not limited to:

- 2.0.2.1.1.1 Assembly, installation, testing and maintaining electrical fixtures, equipment and wiring used in lighting, signal or power systems of buildings.
- 2.0.2.1.1.2 Determining the location of various elements such as outlets, switches, fuse boxes, meter panels, etc.
- 2.0.2.1.1.3 Troubleshoot high voltage equipment (i.e., transformers).
- 2.0.2.1.1.4 Cut and install conduits, pulls and splices.
- 2.0.2.1.1.5 Connect wiring and check continuity and operation of finished currents.
- 2.0.2.1.1.6 Repair and/or replace appliances such as extension cords, lamps, fans, heaters, wall switches and outlets.
- 2.0.2.1.1.7 Repair and/or replace lights 30 ft. or higher as necessary.
- 2.0.2.1.1.8 Repair fluorescent fixtures.

2.0.2.2 Contractor shall provide Dispatcher services – 24 hour/7 days a week including weekends and holidays so that the Contractor shall respond to call for service.

2.0.2.3 The successful Proposer will own or have access to a bucket truck to make repairs to outside lighting and other areas where a ladder is not practical. Any fees associated with the use of this vehicle will be disclosed to the HA on the Attachment E, Fee Proposal Sheet and at the request of the HA.

2.0.2.4 Proposer accepts any and all risk associated with failure to fully understand the Statement of Work/Specifications as it reads in this RFP.

2.0.3 Contractor's Work Expectations

2.0.3.1 Contractor shall commence and end all services on the same workday unless approved by the HA in advance. Contractor shall make all efforts to reduce any inconvenience to the residents at the HA properties.

2.0.3.2 Contractor shall conduct all work during normal working hours unless authorized in writing or an approved emergency.

2.0.3.3 Contractor shall only utilize licensed, trained and experienced employees to perform the work required.

2.0.3.4 Contractor shall have electricians on staff that possess at a minimum a Master Electrician and either journeyman and or apprenticed in good standing with the State of Ohio

2.0.3.4.1 Contractor shall minimize overstaffing for minor repairs. If service call requires more than one technician, the Contractor shall receive permission from the HA. If approval is not received, the HA reserves the right to only pay for customary trade practices.

2.0.3.4.2 Contractor shall provide proper equipment. The HA will not pay extra man/woman hours when labor-saving devices are readily available.

2.0.3.5 Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of a contractor is deemed unacceptable by the HA, Contractors shall immediately replace such personnel with an acceptable substitute to the HA within two (2) business days.

2.0.3.6 Contractor shall arrive at the service location ready to commence work. Contractor shall respond to the HA representative who requested the work within thirty (30) minutes of initial call or notification of need-for-service and provide an estimated time to be on site.

2.0.3.7 Upon completion of the work, Contractor shall clean up the area where the work was performed and Contractor shall remove any debris generated by the repairs from the HA premises. At no time, will the Contractor discard debris into any of the HA refuse containers.

2.0.3.8 The HA shall retain salvage rights on any replaced equipment; However, if the replaced equipment is invaluable to the HA, it will be the responsibility of the Contractor to dispose of the equipment.

2.0.3.9 If electrical service will be out for more than four (4) hours for any reason, the Contractor shall immediately call the HA representative who requested the work and inform him/her of the situation, provide an estimated time of completion and any temporary remedial service recommendations.

2.0.4 Emergencies

2.0.4.1 Proposer shall provide proof of Contractor's capability to supply the HA with personnel that can respond to an emergency service call within two (2) hours after notification by the HA of a service need, including weekends and holidays.

2.0.5 Vehicles

2.0.5.1 Contractor shall own and maintain vehicles that are used to respond to calls for service. Vehicles shall be well-stocked with commonly used electrical supplies and equipment so as to eliminate delays and/or interruption of service.

2.0.6 Parts

2.0.6.1 Parts shall be invoiced at Contractor's cost plus the percentage for profit and handling. Contractor shall make available to the HA any requested invoice showing what Contractor paid for the part, within three (3) business days of request or THE HA shall not be obligated to pay for the part.

- 2.0.6.2** Contractor shall provide a one (1) year warranty on all parts and labor provided as a result of this RFP and resulting Contract.

2.0.7 Licensing, Permits & Inspections

- 2.0.7.1** Contractor(s) shall comply with and perform all electrical services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions, and shall obtain any and all licenses or permits required under this RFP to do the specified work.
- 2.0.7.2** Contractor shall guarantee all work meets and passes City of Columbus inspections. Should an electrical installation or repair made by the Contractor or authorized subcontractor not pass inspection, Contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to the HA.

2.0.8 Compliance

- 2.0.8.1** Contractor shall provide Dispatcher services – 24 hour/7 days a week including weekends and holidays so that the Contractor shall respond to call for service.
- 2.0.8.2** Contractor must disclose complaints with Ohio Attorney General, Ohio Department of Commerce and their resolutions and Ohio Construction Industry Licensing Board complaints and resolutions.
- 2.0.8.2.1** Electrical License Law or Board Rules violations and citations issued or administrative penalties
- 2.0.8.2.2** License reprimand, probation, suspension or revocation dates

2.0.9 Safety

- 2.0.9.1** Contractor shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, employees or any other persons. Contractor will provide signs, markers and/or barricades as required to identify all work areas that are considered inherent dangers.
- 2.0.9.2** The proposer shall, at all times, ensure that all work provided by the Proposer complies with all local, State and Federal rules pertaining to work place safety; meaning, the contractor shall, at all times, conduct business in such a manner as to protect its workers, HA residents, HA staff, and the public. Further, the contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the HA), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.

2.0.10 Invoicing

- 2.0.10.1** Contractor shall only invoice the HA for the time spent on the property. The HA shall not pay for time spent in route or traveling to acquire required parts/supplies.
- 2.0.10.2** All invoices shall be submitted to Accountspayable@cmhanet.com within one (1) week of service completion. Invoices shall minimally detail the following:
- 2.0.10.2.1** Date of contact

- 2.0.10.2.2 Address of service
- 2.0.10.2.3 Date of actual service
- 2.0.10.2.4 Time in and out
- 2.0.10.2.5 Materials (if applicable)
- 2.0.10.2.6 Assigned personnel
- 2.0.10.2.7 Authorized signature of HA employee verifying completion of work

2.0.10.3 The HA reserves the right to audit Contractor's invoices at its sole discretion and further reserves the right to withhold payment in the event of unsatisfactory work.

2.0.11 **General Requirements**

2.0.11.1 All personnel affiliated with this contract shall be licensed and certified through the State of Ohio. Proposer shall provide licensure and certification of all key personal that will be working on this contract.

2.0.11.2 Proposer shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this RFP or any resulting contract. Proposer shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specification in the performance of all duties.

2.0.11.3 Proposer shall pay all of its employees, including any and all approved Subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development of Labor Prevailing Wages, or Davis Bacon Wages (if applicable).

2.0.11.4 Proposer must provide, at their own expense, all equipment, labor, material, supplies, and tools necessary to perform all of the services required under this RFP and any resulting contract.

2.0.11.5 The HA shall not be responsible for travel, trip charges and/or service charges.

2.0.11.6 Proposer shall conduct all work the requested working hours unless deemed by HA to be disruptive to the normal operations of the organization or an Emergency. Proposer shall only utilize trained and experienced employees to perform the work required as stated in this RFP.

3.0 **Additional Potential Labor that may be required:** At some point during the contract period the HA may require the contractor provide additional services. The HA will dictate the days and times of such services, if retained. The contractor will provide the services at the hourly labor rates detailed within the contractor's proposal.

3.0.1 **Task Order Basis:** The HA will only order such additional services by use of a fully completed Purchase Order or Change Order.

3.1 **PROPOSAL FORMAT:**

3.1 **Tabbed Proposal Submittal:** The HA intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number

extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal: This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract: This Form is located on the CMHA website as an addendum to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2.1	2	Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs: This Form is located on the CMHA website as an addendum to this RFP document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Proposers Certification and Profile of Firm Form: The Proposers Certification is located on page 21 of this RFP document. The Profile of Firm Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services: As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT;
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN. The proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).adherence to proposal submittal requirements as stated in Section 3.0, Table 3, and comprehensive proposal as noted in this RFP), based upon the opinion of the evaluators.
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 4, herein, The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
3.1.4.5		As detailed within Section 4.1, Evaluation Factor No. 5, herein,

		The proposer's OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored;
3.1.4.6		The proposed quality control program;
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
3.1.4.8		A complete description of the products and services the firms provides.
3.1.5	5	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment B, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm and three (3) years of audited financial statements to include cash flow or equivalent as approved by the HA prior to submission of the Response.
3.1.6	6	Client Information: The proposer shall submit a listing of former or current clients, including any Public Housing Authority other than the HA requiring this information, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.7	7	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item): The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Participation Documentation as required by Attachment D
3.1.10	10	Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12 **Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the pages from the cover (i.e. pronged portfolio, 3-ring binder;

etc.) to make copies then conveniently return the proposal submittal to its original condition.

3.2 Entry of Proposed Fees: The proposed fees shall be submitted by the proposer and received by the HA where provided "Fee Sheet" (Attachment E). The Proposer shall submit this sheet in a separate sealed envelope and submitted with the "original" hard copy ONLY.. **Do not submit, enter or refer to any fees or costs within the 10-tab "hard copy" proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration.** A proposer must enter a proposed fee for each item--a "No Proposal" will not be allowed for any item, though a "No Charge" will be allowed for certain items. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; permits; travel; etc.

3.3 Additional Information Pertaining to the Pricing Items:

3.3.1 Quantities: All quantities entered by the HA herein are for calculating purposes only. As may be further detailed herein, the HA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the HA shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the HA requires.

3.3.1.1 Assumption: It shall be the HA's assumption that the successful proposer has based his/her proposed pricing for Pricing Items No. 1-7 upon the proposed "each" rates submitted by the proposer (and by submitting a proposal in response to this RFP, the successful proposer automatically agrees that such is accurate). Accordingly, the HA may use such assumption, if necessary, to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.

3.3.3 Davis-Bacon (D/B) and/or State Prevailing Wage Rates: As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the HA needs the successful proposer to provide services that require the successful proposer to pay Davis-Bacon or State Prevailing Wages Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful proposer for any amount that the applicable Davis-Bacon or State Prevailing Wage Rates are greater than the applicable hourly fees listed within Pricing Items No. 6-8 (or any similar hourly fee that is increased as a result of Section 3.3.4 herein), the HA shall:

3.3.3.1 Ascertain the applicable hourly wage rate(s), as listed within the contract, that applies;

3.3.3.2 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;

3.3.3.3 Ascertain the difference between the two rates, which amount the HA will pay to the successful proposer for that task order only.

3.3.3.4 Locating Applicable Wage Rates: As the currently known work pertaining to this RFP is maintenance-related rather than construction-related, accordingly, there is not a D/B or State Wage Rate General

Decision attached to this RFP. If, as detailed within 24 CFR 85.36(h)(5), the HA is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”), and for similar State requirements, the HA will then issue a General Decision as it applies to that work. Current Davis-Bacon wages rates may be viewed by following the following listed steps:

RFP Section	Step No.	Description
3.3.5.4.1	1	Enter https://beta.sam.gov/ in your search engine
3.3.5.4.2	2	Select a State
3.3.5.4.3	3	Enter a County
3.3.5.4.4	4	Construction Type: Enter “Residential”
3.3.5.4.5	5	WD’s: Leave “All WDs”
3.3.5.4.6	6	Click on “Search”
3.3.5.4.7	7	View the wage rate applicable to the service(s)

3.3.4 HUD Maintenance Wage Rates Determination (MWRD): HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), the HA must ensure that contractors do not pay its employees that perform such work for the HA at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the HUD MWRD. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the contractor will not be required to submit certified payrolls; however, the contractor must make its payroll records available to either the HA or HUD on request, and failure on the part of the contractor to comply with this requirement will be the sole responsibility of the contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the contractor’s failure to comply.

RFP Section	Classification	HUD-Determined Rate	Fringe Benefits
3.3.8.1	Electrician	\$21.94	\$12.42

3.4 Proposal Submission: All pricing must be submitted via separate, sealed envelope and all “hard copy” proposals must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein (or within any ensuing attachment) as noted in Section 3.2. A total of 1 original signature copy (**marked "ORIGINAL"**) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

The Columbus Metropolitan Housing Authority
 Attention: Andrea Quinichett
 Purchasing Management
 880 E. 11th Avenue
 Columbus, Ohio 43211

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

3.4.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HA decides that any such entry has not changed the intent of the proposal that the HA intended to receive, the HA may accept the proposal. By accessing the noted website, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.4.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within the following Section 3.7, and any addenda and required attachments generated by the HA. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HA requirements contained within the documents may cause that proposer to not be considered for award.

3.5 Proposer's Responsibilities--Contact With the HA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO or Purchasing Agent only. Proposers must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HA to not consider a proposal submittal received from any proposer who may has not abided by this directive.

3.5.1 Addendums: All questions and requests for information must be addressed in writing to the CO or Purchasing Agent. The CO or Purchasing Agent will respond to all such inquiries in writing by attachment to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO or Purchasing Agent will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the HA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO or Purchasing Agent—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO or Purchasing Agent may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO or Purchasing Agent may more fairly respond to all prospective proposers in writing by addendum.

3.6 Pre-proposal Conference: The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response.

3.6.1 General Directions to the Pre-proposal Conference:

RFP Section	Directions
3.6.1.1	Take SR 71 North or South
3.6.1.2	Exit East onto 11 th Avenue;
3.6.1.3	East on 11 th to Wright
3.6.1.4	Turn left onto Wright and follow to visitor parking lot on the right, park in any open spot.
3.6.1.5	The CMHA Corporate office is located on the left side of Wright; Enter the building through the double glass doors at the front of the building.

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the HA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

NO	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	25 points	Objective	The PROPOSED COSTS the proposer proposes to charge the HA to provide the required work.
2	5 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT ;
3	25 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN . The proposer's TECHNICAL CAPABILITIES (in terms of personnel, certification and licensure, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
4	40 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
5	5 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points	100 points	Total Points (other than preference points)

4.1.2 Preference Evaluation Factor: The following factors will be utilized by the CO to evaluate each proposal submittal received:

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
7		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for Section 3 status as detailed within Attachment C (NOTE: A max of 15 points awarded).
7a	8 points		Priority I: As detailed on page 5 of Attachment C.
7b	7 points		Priority II: As detailed on page 5 of Attachment C.
7c	6 points		Priority III: As detailed on page 5 of Attachment C.
7d	5 points		Priority IV: As detailed on page 5 of Attachment C.
7e	3 points		Priority V/VI: As detailed on page 5 of Attachment C.
	8 points		Maximum Preference Points (Additional)
	118 points	Total Possible Points	

4.2 Evaluation Method:

4.2.1 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness. The HA reserves the right to reject any proposals deemed by the HA not minimally responsive.

4.2.2 Evaluation Packet for Proposals Deemed Responsive: Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1** Instructions to Evaluators;
- 4.2.2.2** Proposal Tabulation Form;
- 4.2.2.3** Written Narrative Justification Form for each proposer;
- 4.2.2.4** Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee: The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO and/or Purchasing Agent is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.2.4 Evaluation: The CO will evaluate and award points pertaining to Evaluation Factors No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, and 5 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

- 4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations:** The HA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.
- 4.2.6 Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval.
- 4.2.6.1 Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2.6.2 Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 118 total possible points detailed within Section 4.1/4.1.2 herein).
- 4.2.7 Award Recommendation:** The HA BOC will make its determination as to whether or not to follow the evaluation committee's recommendation. Contract price negotiations may, at the HA's option, be conducted prior to or after the BOC approval.
- 4.2.8 Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail an Award Notification. Such notice shall inform all proposers of:
- 4.2.8.1** Which proposer received the award;
- 4.2.8.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
- 4.2.8.3** The cost or financial offers received from each proposer;
- 4.2.9 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

5.0 CONTRACT AWARD:

- 5.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
- 5.1.1** By completing, executing and submitting the Form of Proposal, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, in hard copy. Accordingly, the HA has no

responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this RFP:

5.2.1 Contract Form: The HA is not obligated to contract on the successful proposer's form when a HA form is available, and by submitting a proposal the successful proposer agrees to do so (please note that the HA reserves the right to amend this form as the HA deems necessary). However, the HA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HA to do so; but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective proposer to notify the HA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Please note that the HA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.3 Unauthorized Sub-Contracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

5.3 Current Contractor: The HA's current contractor for these services is Speeds Electric of Columbus, Ohio.

5.4 Contract Period: The HA anticipates that it will award a contract for the period of two (2) years with three (3) one (1) year options, not to exceed 5 years.

5.5 Licensing and Insurance Requirements: Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

5.4.1 An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

5.4.2 An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000),

- 5.4.3 An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000)
- 5.4.4 An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 5.4.5 If applicable, a copy of the proposer's license issued by the State of Ohio licensing authority allowing the proposer to provide the services detailed herein.
- 5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

5.5 Right to Negotiate Final Fees: The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

5.6 Contract Service Standards: It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Franklin County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. At no time shall extensions be granted or financial consideration given to the successful Proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

5.7 All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

6.0 ADDITIONAL CONSIDERATIONS:

6.1 Required Permits and Licenses: Unless otherwise stated in the RFP documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either CMHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Proposer and all offers submitted by the Proposer shall reflect all costs required by the successful Proposer to procure and provide such necessary permits or licenses.

6.2 Taxes: All persons doing business with CMHA are hereby made aware that CMHA is exempt from paying Ohio State Sales and Use Taxes and Federal Exercise Taxes. A letter of Tax Exemption will be provided upon

request.

6.3 Official, Agent and Employees of CMHA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of CMHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

6.4 Termination: Any contract resulting from this RFP may be terminated under the following conditions:

6.4.1 By mutual consent of both parties, and

6.4.2 Termination For Cause: As detailed within Clause No. 3 of Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I – (Within or without Maintenance Work)*, attached hereto:

6.4.2.1 CMHA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from CMHA, fails to correct such failures within seven (7) days or such other period as CMHA may authorize or require.

6.4.2.1.1 Upon receipt of a notice of termination issued from CMHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by CMHA in the notice of termination.

6.4.2.1.2 CMHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

6.4.3 Termination For Convenience: In the sole discretion of the HA, CMHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty (30) days prior notice to the Contractor when it is determined to be in the best interest of the HA.

6.4.4 The rights and remedies of CMHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

- 6.4.5** In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, CMHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to CMHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

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**FORM OF PROPOSAL
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Four copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C (located on CMHA website) Form HUD-5369-A (located on CMHA website)
_____	Tab 3 Proposer’s Certification & Profile of Firm Form (Attachment B)
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability, including resumes
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab 9 Section 3 Participation Documentation
_____	Tab 10 Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming? _____.

PROPOSER’S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFP.

Signature Date Printed Name Company

**RFP 2020-004: PROFILE OF FIRM FORM
(Attachment B)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (1) Prime___ Joint Venture/ Partner___ Sub-contractor___ (This form must be completed by and for each).
- (2) Name of Firm:_____ Telephone:_____ Fax: _____
- (3) Street Address, City, State, Zip:_____
- (4) Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in (Jurisdiction); (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (Provide resumes for each under Tab No. 3):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 3 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Identify the rate in which employees are paid:

POSITION WITHIN ORGANIZATION	MANNER OF PAY (HOURLY/COMMISSION, OTHER)

- (8) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

- Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

WMBE Certification Number: _____ Certified by (Agency): _____

(9) Federal Tax ID No.: _____

(10) Columbus, Ohio Business License No.: _____

(11) State of _____ License Type and No.: _____

(12) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(13) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(14) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

(15) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(17) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

(18) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

Attachment C: Proposer's Certification

By signing below, Proposer certifies that the following statements are true and correct:

1. He/she has fully authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency, and the individual or business entity named in this proposal is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
2. Proposer proposes to furnish and deliver all items, for which proposals were provided herein, as specified in the proposal, in accordance with the terms, conditions, and specifications embodied herein, all of which terms, conditions, and specifications are hereby accepted and made a part of this proposal, all materials and supplies, which are described on the proposal worksheets herein and opposite of which prices have been entered, at the price or prices quoted, subject to valid price reductions as hereafter defined, as ordered for delivery, by CMHA.
3. Proposer agrees that this proposal shall remain open and valid for at least a period of sixty (60) days from the date of the proposal opening, or as may be specified herein, and that this proposal shall constitute an offer, which, if accepted by CMHA and subject to the terms and conditions of such acceptance, shall result in a contract between CMHA and the undersigned Proposer.
4. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal.
5. Proposer, (the firm, corporation, partnership, or institution represented by the Proposer), or anyone acting for such firm, corporation or institution has not violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly this proposal to any competitor or any other person engaged in such line of business.
6. Proposer has not received compensation for participation in the preparation of the specifications for this solicitation.

SIGNED: _____ **Date** _____

PRINT NAME: _____

PRINT COMPANY NAME: _____

COMPANY PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

(Attachment D)

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- Copy of Articles of Incorporation Certificate of Good Standing
- Assumed Business Name Certificate Partnership Agreement
- List of owners/stockholder and % of each Corporation Annual Report
- Latest Board minutes appointing officers Additional documentation
- Organization chart with names and titles and brief functional statement

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full time employees List of all employees claiming Section 3 status
- PHA Residential lease (less than 3 years from date of employment) Other evidence of Section 3 status (less than 3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement List of owned equipment
- Statement of ability to comply List of all contracts for the past 2 years with public policy

Corporate Seal

Authorizing Name and Signature

Notary

Title My term expires: _____

Signature Date Printed Name

(Attachment D)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Proposal To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL) DATE: _____

Signature _____ Date _____ Printed Name _____

(Attachment D)

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

Signature Date Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE (Attachment D)

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- 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 or 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 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. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

(Attachment D)

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

(Attachment D)

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive proposal if that proposal is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than “X” higher than the total proposal price of the lowest responsive proposal from any responsible proposer. “X” is determined as follows:

	“X” = LESSOR OF:
When the lowest responsive proposal is less than \$100,000	10% of that proposal, or \$9,000.00
When the lowest responsive proposal is at least:	
\$100,000.00, but less than \$200,000.00	9% of that proposal, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that proposal, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that proposal, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that proposal, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that proposal, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that proposal, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that proposal, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that proposal, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible proposal with no dollar limit

Attachment E: RFP 2020-004 Electrical Services
FEE SHEET

1. **Guaranteed Hourly Rate for repair and replacement NOT covered in base specifications for years 1 & 2 (2020-2022):**

Regular Work Hours (7 AM to 5:30 PM M-F)	\$ _____
Overtime Working Hours (5:30 PM to 6 AM M-F)	\$ _____
Weekend Work Hours (12 Midnight to 7 AM Mon)	\$ _____
Holiday (12 Midnight to 7 AM following day)	\$ _____

NOTE: The HA does not pay trip charges or travel time.

2. **Bucket Truck:** \$ _____/per hour
(The HA reserves the right to request actual invoices incurred by the rental of this vehicle (if applicable))

3. **Escalation provision for years 3-5 (if optioned by the HA)**

	From original Mark-up & Bulk Truck quoted	From original hourly rates quoted
a. 2022-2023	% _____	% _____
b. 2023-2024	% _____	% _____
c. 2024-2025	% _____	% _____

DISCOUNT OFFERED FOR EARLY PAYMENT: _____ % if invoice paid within _____ days of properly submitted invoice.

Attachment Acknowledgements (if applicable)

Attachment A: Form of Proposal	Date _____
Attachment B: Profile of Firm Form	Date _____
Attachment C: Proposer's Certification	Date _____
Attachment D: Section 3	Date _____
Attachment E: Fee Sheet	Date _____
Attachment F: HA Instructions to Proposers & Contractors	Date _____
Attachment G: HUD Forms	Date _____

Signature

Date

Printed Name

Company

E-mail address (if available)

Phone/Fax

Please type or print legibly

ATTACHMENT F: INSTRUCTIONS FOR BIDDERS/PROPOSERS

SPECIAL CONDITION

Special conditions included in the specifications shall take precedence over any provisions stipulated hereunder.

SIGNATURE REQUIRED

Any page format in which proposal pricing is stated must be signed in ink followed by the person's signature printed or typewritten. If the proposer is a firm or corporation, insert the corporate name followed by the signature and title of a person authorized to sign said proposal.

PRINCIPALS, PARTNERSHIPS OR PROPRIETORS

All proposers are required to attach to the proposal packet a list of all principals, partners or proprietors of the company along with the appropriate title and/or position of each person.

TAXES

Federal and/or State taxes are not to be included in prices quoted. The successful proposer will be furnished an exemption certificate if needed.

PRICING

Proposers are to quote firm prices unless otherwise noted in the specifications. In case of a discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price IN WORDS WILL CONTROL.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point, include freight estimate and full value insurance cost.

ACCEPTANCE AND REJECTION

This proposal will be accepted or rejected within a period of sixty (60) days from the proposal opening date. CMHA reserves the right to reject any and all proposals, to waive technicalities, and to request a re-quote on the required materials and/or services. If more than one item is listed, prices shall be quoted on each unit. However, each item shall be considered a separate proposal and CMHA reserves the right to award a contract on each item separately proposed, or on all items as a whole or any combination thereof. Proposers whose proposal is made on an "all or none" basis must clearly state such fact in the proposal.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no Proposer shall withdraw or cancel his proposal for a period of sixty (60) days after said advertised closing time for the receipt of proposals.

SUBMISSION OF PROPOSAL

Proposals must be submitted on the attached proposal page unless otherwise noted in the specifications. Blank spaces in the proposal must be completed and the phraseology is not to be changed. Any additional conditions, limitations, or provisions attached to the proposal may result in its rejection. It is important that all pages be in proper sequence. If the vendor does not wish to propose, the proposal should be so marked.

Proposals received prior to the time of the opening will be securely kept, unopened. No proposal received after the specified time will be considered except under the following conditions: if a proposal arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the awarding officer that late arrival was due solely to delay in the mails, such proposals will be received and considered. No responsibility will attach to an officer for the premature opening of a proposal not properly addressed and identified.

Proposals must be submitted in a sealed envelope and clearly state the Proposer's Name, Address, RFP number and RFP Submittal deadline date.

CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this proposal document will be on file in the office of the Purchasing Department no less than five (5) working days prior to the scheduled proposal closing. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of proposal documents. Total proposal or specific item cancellations may be issued later than the time specified above.

DELIVERY

Time will be of the essence for any orders placed as a result of this proposal. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified. Delivery shall be made 8:00 a.m. to 4:00 p.m. Monday through Friday to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the proposer the proposal will be considered as being in strict accordance with the specifications outlined in the Proposal Document.

Reference to a particular trade, manufacturer's catalog or model number is made for descriptive purposes to guide the proposer in interpreting the requirements of CMHA. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

SAMPLES

Samples, when requested, must be furnished free of expense and, if not destroyed, will upon request be returned at the proposer's expense.

INELIGIBLE PROPOSERS

CMHA is prohibited from making any awards to contractors, subcontractors or firms who are on lists of those ineligible to receive awards from the United States, as furnished periodically by HUD. The current list of ineligible firms is available for inspection by prospective proposers at the offices of CMHA.

CMHA is required to procure contracts only with responsible contractors, i.e. those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract CMHA will review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity, record of past performance, and financial and technical resources.

AWARD OF CONTRACT

The contract will be awarded to the responsible proposer submitting the lowest proposal complying with the conditions of the Invitation for Proposal with equal consideration being given to the detailed action plan, provided his proposal is reasonable and it is to the interest of CMHA to accept it. CMHA will consider proof of success of procedures (i.e., references) in the final determination.

All specifications and proposal documents become a binding part of the contract.

SUBCONTRACTORS

The contractor shall not contract with any proposed subcontractor who has not been accepted by CMHA. The contractor shall notify CMHA in writing the name of each proposed subcontractor. The acceptance or any objection shall be expressed in writing by CMHA within ten (10) working days after receipt of said request. CMHA may, without claim for extra cost by the contractor, disapprove any subcontractor for cause on the basis of its own determination or, because the contractor is listed as ineligible to receive awards of contracts for the United States on a current list or lists furnished by HUD.

CANCELLATION

CMHA reserves the right to monitor and evaluate the performance of a vendor, pursuant to this proposal, on a regular basis. Either CMHA or the vendor may terminate this contract upon a material violation of the terms herein, provided that the offended party issues written notice of the violation to the offending party.

PRE-PROPOSAL CONFERENCE

Where advisable or in the Authority's interest a Pre-Proposal Conference will be conducted for all proposers as specified in the proposal advertisement (time and location). However, in lieu of the aforementioned, any proposer or prospective proposer interested in a pre-proposal conference may request one by contacting the Purchasing Agent within seven (7) days after the date of the first publication of the notice to proposal. This conference shall be for clarification of procedures and requirements connected with the preparation of responsive proposals only.

MINORITY AND FEMALE BUSINESS ENTERPRISE POLICY

As policy, the Columbus Metropolitan Housing Authority (CMHA) will aggressively seek to contract with minority and/or female business enterprises for at least fifteen percent (15%) of its annual dollar expenditures for construction, development and supply of goods and services. Initially, CMHA will seek to meet this goal by expanding and improving its contacts with appropriate minority and/or female business enterprises, so that more responsive proposals and competitive quotations can be solicited and received from such business enterprises. CMHA will, therefore, compile and maintain a master list of minority and female business enterprises (categorized and referenced by types of businesses) and related non-profit or service organizations. These businesses and specific groups will be kept informed, through outreach activities, regarding general and specific business opportunities with CMHA. Formal bidding through public advertisements will also be paid for or sponsored by CMHA with minority press and media as well as the major Columbus newspaper. Training sessions, focusing on both CMHA's general business practices and specific construction jobs or purchasing transactions, will also be conducted for the benefit of minority and/or female business enterprises on a regular basis. Actual contract awards for construction and purchasing will be recorded and monitored for minority and/or female business enterprise participation, and selected proposers will be expected to achieve their minority and/or female business enterprise commitments. Implementation duties for this policy will be delegated to the Minority Business/Contract Compliance Officer (for development activities) and the Purchasing Agent (for procurement activities), under the general supervision of the President\CEO.

Attachment G: HUD FORMS

5369 Instructions to Offerors Non-Construction
<http://www.hud.gov/offices/adm/hudclips/forms/files/5369.pdf>

5369-C (8/93), Certifications & Representations of Offerors
Non-Construction Contract
<http://www.hud.gov/offices/cpo/forms/hud5369c.pdf>

5370-C Sections I & II General Conditions for Non-Construction Contracts,
(With or without Maintenance Work)
<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf>
<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C2.pdf>