

IFB 2018-001
Moving Service(s) for
Ohio Townhouses, Glenview Estates,
Eastmoor Square and Indian Meadows

Introduction

The Columbus Metropolitan Housing Authority (The "HA") wishes to procure the services of Moving Contractor Companies for the relocation of residents of four (4) HA-owned communities: (1) Ohio Townhouses, consisting of approximately 78 families, located at 2775 Brentnell Avenue, Columbus, Ohio 43211; and, (2) Eastmoor Square, consisting of approximately 53 families, located at 59 Alexander Place, Columbus, Ohio 43213, (3) Glenview Estates, consisting of approximately 48 families, located at 4625 Grovedale Court, Columbus, Ohio 43231, (4) Indian Meadows, consisting of approximately 67 families, located at 4050 Southpoint Boulevard, Columbus, Ohio 43207

The Moving Contractor shall work with the residents of each community and the Relocation Specialist when coordinating the moves.

This Contract is contingent upon successful receipt of the RCC (RAD Commitment to Close).

1. Program Information

Project Overview:

Columbus Metropolitan Housing Authority has received approval from the Department of Housing and Urban Development to transition the four (4) aforementioned properties under the RAD (Rental Assistance Demonstration) Program.

Ohio Townhouses is an 80-unit multi-building family community, comprised of 18 buildings, comprised of twenty-eight (28) 960 square feet, two bedroom townhomes with basements and fifty-two (52) 1020 square feet 3 bedroom apartments with basements. .

Glenview Estates is a 50 unit multi-building family community comprised of 9 buildings; thirty-two (32) 1008 square foot, 2 bedroom townhomes; three (3) 900 square foot, 2 bedroom ADA apartments; and fifteen (15) 1160 square foot, 3 bedroom townhomes.

Eastmoor Square is a 53-unit multi-building family community comprised of 8 buildings, all two bedroom townhouses with basements ranging from 1384-1584 square feet.

Indian Meadows is a 72 unit multi-building family community comprised of 17 buildings comprised of forty-eight (48) 780 square foot, 2 bedroom townhomes; four (4) 676 square foot ADA garden/ranch apartments; and twenty (2) 950 square foot, 3 bedroom townhomes.

For billing purposes, once the successful Contractor(s) is/are selected, CMHA will provide a current tenant roster.

The number of tenants to be relocated will vary based on the number of units that are ready for occupancy at the time of moving and the number of tenants that are scheduled for moving. It is expected that all moves will be made within the Franklin County area. Additional costs for moves outside the Franklin County area will be negotiated on a move-by-move basis.

2. Role of the Moving Contractor(s):

The moving contract, which will be associated with a purchase order (s), will be in effect for the duration of the relocation process, which is anticipated to be approximately eighteen (18) months, beginning March 2018.

The number of moves during any one-month will vary, based on the progression of the RAD conversion.

The Moving Contractor shall be provided a three (3) day timeframe to complete each move (from initial contact by the Relocation Specialist to the completion of the move).

All moves must be started and completed during the same working day.

The Relocation Specialist shall be the main point of contact for the Moving Contractor throughout this Contract, scheduling all moves, coordinating residents and acting as a liaison between The HA and the Moving Contractor(s).

The HA anticipates completion of all moves by December 31, 2019 contingent on the progress of the RAD conversion and renovation schedule).

Moving Contractor (s) 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. Moving Contractor(s) 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.

Moving Contractor(s) 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 as attached (if applicable).

Moving Contractor(s) must provide, at their own expense, all equipment, vehicles, labor, material, supplies, and tools necessary to perform all of the services required under this RFP and any resulting contract.

3. Responsibility of the Moving Contractor:

- Professionally move the personal property within each residence at Ohio

Townhouses, Eastmoor Square, Glenview Estates, and Indian Meadows (as assigned)

- Professionally pack, move and unpack the belongings of each move
- Provide all packing materials for those who wish to pack themselves as requested
- Maintain an accurate inventory of each residence during the moving process
- Account for all lost or damaged items/property during the moving process
- Provide detailed information to include: name, departing address, new address, first contact date, scheduled move date and actual moving date, moving material supplied (if applicable) and other pertinent information the Contract deems critical on all invoices.
- Attend meetings with all interested parties to include, but not limited to Relocation Specialist, CMHA designee, Property Management, and the residents of Ohio Townhouses, Eastmoor Square, Glenview Estates, and Indian Meadows upon request
- Provide proof of the following insurances:
 - Damage claim/Replacement insurance of a minimum of \$10,000 per occurrence
 - Worker's Compensation Policy
 - General and Professional Liability
 - Automobile (liability and collision)
- Provide Licensure offered by the State of Ohio authorizing the Contractor do provide the services detailed within this document

4. Termination:

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

- **By mutual consent of both parties, and**
- **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:
- 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.
- 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.
- 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.
- **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.

- 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.
- 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.

5. Fee Structure:

The Moving Contractor shall be paid each month for the number of units moved within the previous calendar month according to the established fee structure. The fee structure should be completed in the following format:

“In Place”/Onsite Moves:

2-Bedroom unit	\$_____ . 00/unit moved
3-Bedroom unit	\$_____ . 00/unit moved
2-Bedroom unit w/basement	\$_____ . 00/unit moved
3-Bedroom unit w/basement	\$_____ . 00/unit moved

Offsite Moves:

2-Bedroom unit	\$_____ . 00/unit moved
3-Bedroom unit	\$_____ . 00/unit moved
2-Bedroom unit w/basement	\$_____ . 00/unit moved
3-Bedroom unit w/basement	\$_____ . 00/unit moved

Self/Client Moves:

Provide all packing materials	\$_____ each (2BR)
Provide all packing materials	\$_____ each (3BR)

Specify the fee, if applicable, for scheduled “non-productive” moves (i.e., trip charge or dry run).

Dry Run/Cancelation	\$_____ each
Damaged Claims turnaround time	#_____ days

All fees are considered all-inclusive as specified in the Statement of Work (SOW).

Any deviation from this format may result in the Bidder being deemed “non-responsive.”

6. Estimated Timelines for Moving Contractor(s)

<u>Activity</u>	<u>Key Dates, Ohio Townhouses</u>	<u>Key Dates, Glenview Estates</u>
Commence contract	March 1, 2018	March 1, 2018
Commence relocation	March 1, 2018	March 1, 2018
Complete relocation	October 31, 2018	January 31, 2019

<u>Activity</u>	<u>Key Dates, Eastmoor Square</u>	<u>Key Dates, Indian Meadows</u>
Commence contract	March 1, 2018	March 1, 2018
Commence relocation	March 1, 2018	March 1, 2018
Complete relocation	April 30, 2019	December 31, 2019

7. Submission and Evaluation Requirements

Submission of Essential Documents:

The Bidder's response to the IFB shall include the following documents, submitted in the order listed below:

- Cover letter and index
- Firm's résumé of qualifications
(Please include previous experience with other public housing and assisted housing agencies)
- Organizational chart
 - Name of lead person and/or team coordinator
 - Staff capacity
- Vehicle capacity
- Previous related work history including three (3) references (former or current clients, preferably other than CMHA, for whom the Proposer has performed similar or like services to those being proposed herein.)
- Fee proposal (see above)
- Other relevant information at the Bidder's option
- Completed required forms: HUD-5369-C and Conflict of Interest
- Form of Proposal (**Attachment A**)
- Profile of Firm (**Attachment B**)
- Section 3 Participation (if applicable) (**Attachment C**)
- Proposer's Certification (**Attachment D**)
- **Instruction For Bidders/Proposers (Attachment E)**
- All Insurance requirements
- MBE Participation (if applicable)
- HUD Forms (**Attachment F**)

8. Schedule and Required Information

- Pre-bid conference February 2, 2018 @ 2:00 p.m.
- Bid Opening February 13, 2018 @ 2:00 p.m.
- Interviews Upon HA discretion
- Contract Award March 1, 2018

The Pre-bid conference will be held at Columbus Metropolitan Housing Authority located at 880 E. 11th Avenue, Columbus, Ohio, 43211 on February 2, 2018 at 2:00 pm. Although not mandatory, all bidders are strongly recommended to attend.

The HA reserves the right to reject any or all proposals and to waive any informality or irregularity in any proposal.

9. Submission Information

IFB # 2018-001
Moving Services
Bid Opening: February 13, 2018 @ 2:00PM
Columbus Metropolitan Housing Authority
Andrea Quinichett
Procurement Department
880 E. 11th Avenue, Columbus, Ohio 43211

Bidder does not need to be present for bid opening. All Bids received after 11:00am on the date specified above will be considered "non-responsive".

**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 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 Other Information (Optional)
_____	Tab 10 Section 3 Information

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. 10, 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 on the Fee Sheet, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA. 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 on the Fee Sheet pertaining to this RFP.

Signature Date Printed Name Company

**INVITATION FOR BIDS (RFP) NO. 2018-001, Moving Service (s) for
Ohio Townhouses, Glenview Estates, Eastmoor Square and Indian Meadows**

**RFP 2017-004: PROFILE OF FIRM FORM
(Attachment B)**

(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 Columbus, Ohio; (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) 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):_____

Signature

Date

Printed Name

Company

**RFP 2017-004: 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.)

- (8) Federal Tax ID No.: _____
- (9) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) 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.
- (15) 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.
- (16) 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.
- (17) 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

**INVITATION FOR BIDS (RFP) NO. 2018-001, Moving Service (s) for
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(Attachment C)

**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:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> 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:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> 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:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> 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 C)

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES
(continued)**

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 C)**

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 (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 C)

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.

**INVITATION FOR BIDS (RFP) NO. 2018-001, Moving Service (s) for
Ohio Townhouses, Glenview Estates, Eastmoor Square and Indian Meadows**

(Attachment C)

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

**INVITATION FOR BIDS (RFP) NO. 2018-001, Moving Service (s) for
Ohio Townhouses, Glenview Estates, Eastmoor Square and Indian Meadows**

Attachment D: 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 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 E: 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

**INVITATION FOR BIDS (RFP) NO. 2018-001, Moving Service (s) for
Ohio Townhouses, Glenview Estates, Eastmoor Square and Indian Meadows**

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

**INVITATION FOR BIDS (RFP) NO. 2018-001, Moving Service (s) for
Ohio Townhouses, Glenview Estates, Eastmoor Square and Indian Meadows**

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

**INVITATION FOR BIDS (RFP) NO. 2018-001, Moving Service (s) for
Ohio Townhouses, Glenview Estates, Eastmoor Square and Indian Meadows**

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
F: 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>

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