

IFB 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. CMHA 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 CMHA’s procurement policy. Brought into existence by the State Board of Housing, the State of Ohio, by May 8th, 1934, resolution. CMHA is a subdivision of the State of Ohio

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 120 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.

IFB INFORMATION AT A GLANCE

[Table No. 2]

HA CONTACT PERSON	Andrea Quinichett Purchasing Manager 614.421.4434 aquinichett@cmhanet.com
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access the cmhanet.com 2. Click on the “Business Opportunities/Section 3” heading 3. Click on the “Purchasing/Open Opportunities” heading If you have any problems in accessing or registering on the system, please call the Purchasing Department at 614.421.4434
PRE-BID CONFERENCE & WALK THROUGH	October 14, 2020 11:00am
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	As directed within Section 3.0 of the RFP document, All pricing must be submitted separately, to 1. feeproposal@cmhanet.com . All technical responses must be submitted and received to technicalresponse@cmhanet.com no later than the submittal deadline stated herein (or within any ensuing addendum).
BID SUBMITAL RETURN & DEADLINE	Friday October 23, 2020 11:00am The HA Central Office 880 E. 11 th Avenue, Columbus, Ohio 43211 Note: The “electronic copy” proposals and financial information must be received by the HA by no later than 11:00am on this date. Bid Opening: https://us02web.zoom.us/j/85101773698?pwd=NENqTUh5a0k5aGh2QUFrRHZrSUptZz09 Meeting ID: 890 2218 2360 Password: 924519
BOARD APPLICATION	November 2020

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1 The HA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB 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 IFB.
- 1.3 The HA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 30 days written notice to the successful bidder(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 The HA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the HA Contracting Officer (CO).
- 1.6 The HA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.7 The HA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 The HA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 The HA shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the HA website, www.cmhanet.com and by downloading this document, each prospective bidder 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 bidder, of any responsibility pertaining to such issue.

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(901 & 899 Eton Grove Drive, Columbus OH 43203)**

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The CMHA is seeking bids from interested parties for the procurement of FIRE RESTORATION/REMODEL as described in Attachment A:

2.1 See Attachment A for Scope of Work as required by this IFB.

2.1.1 PLEASE NOTE: The HA is providing the following brand names as a sample only so that bidders have a better understanding as to the minimum product standards the HA desires. As required by HUD regulation, bidders may propose an "equal" or "same as" product, as long as such product is substantially equivalent to or exceeds the products identified. Also, all specifications are subject to normal manufacturing tolerances.

2.2 Cost will include the total to restore the unit, located in the Sawyer Manor community, 901 & 899 Eton Grove Drive, Columbus Ohio 43203, to its original condition. All labor, material, transportation, permits, inspections and any other associated costs will be included in the bid price.

2.3 Proposal Page: Please see Attachment B, which is a detailed bid page to be completed by all interested parties for the restoration of, 901 & 899 Eton Grove Drive, Columbus Ohio 43203.

3.0 BID FORMAT:

3.1 Tabbed Bid Submittal: So that the CMHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers or tabs (which number extends so that each tab can be located without opening the bid) 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.

[Table No. 3]

IFB Section	Tab No.	Description
3.1.1	1	Form of Bid: This Form is attached hereto as Attachment B to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract:</i> This Form link is provided hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.3	3	A complete description of the products and services the firms provides.
3.1.4	4	Managerial Capacity/Financial Viability: The bidder 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 F, <i>Profile of Firm Form</i> . Such information shall include the bidder'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.
3.1.5	5	Client Information: The bidder shall submit a listing of former or current clients, including any other Housing Authorities, for whom the bidder has performed similar or like services to those being bid herein. The listing shall, at a minimum, include:

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3.1.5.1		The client's name;
3.1.5.2		The client's address/email address;
3.1.5.3		The client's telephone number
3.1.5.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.6	6	Subcontractor/Joint Venture Information (Optional Item): The bidder 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 bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.7	7	Section 3 Participation (See Attachment G)
3.1.8	8	Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HA in its review.

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 "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

Bid Submittal Binding Method: It is preferable and recommended that the bidder bind the bid submittals.

3.2 **Bidding:** CMHA will award the bid based on best and lowest cost received.

3.3 **Additional Information Pertaining to the Pricing Items:**

3.3.1 **Assumption:** It shall be the HA's assumption that the successful bidder has based his/her proposed bid for pricing items upon careful assessment of the technical scope provided (Attachment A). It is the bidder's responsibility to obtain all information necessary for making a knowledgeable bid to include a physical assessment of the unit he/she will be offering in the bid.

3.3.5 **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 bidder to provide services that require the successful bidder to pay Davis-Bacon or State Prevailing Wages Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon or State Prevailing Wage Rates are greater than the applicable hourly fees listed within the Bid sheet the HA shall:

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

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

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

3.3.5.4 It is the sole responsibility of the bidder to ensure that the bid submitted includes the most recent Davis-Bacon wage published by.

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The amounts listed in this IFB are based on published rates at the time of advertising for the IFB.

3.3.5.5 Locating Applicable Wage Rates: 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:

3.3.5.6

[Table No. 4]

RFP Section	Step No.	Description
3.3.6.4.1	1	Enter https://wdolhome.sam.gov/
3.3.6.4.2	2	Select a State
3.3.6.4.3	3	Enter a County
3.3.6.4.4	4	Construction Type: Enter “Residential” or “Building”
3.3.6.4.5	5	WD’s: Leave “All WDs”
3.3.6.4.6	6	Click on “Search”
3.3.6.4.7	7	View the wage rate applicable to the service(s)

3.3.2 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 bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within the following Table No. 7. 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.

[Table No. 5]

RFP Section	Classification	Davis-Bacon Rates	Fringe Benefits
3.3.8.1	Carpenter	\$13.86	\$.83
3.3.8.2	Painter	\$23.91	\$16.55
3.3.8.3	Electrician	\$21.94	\$12.42
3.3.8.4	Roofer	\$16.85	\$3.83
3.3.8.5	Laborer (general/common)	\$15.09	\$0.00

3.4 Bid Submission: All bids 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 addendum). A total of 1 original signature copy (marked “ORIGINAL”) of the bid submittal shall be placed unfolded in a sealed package and addressed to:

INVITATION FOR BIDS (IFB) NO. 2020-012 FIRE RESTORATION SAWYER MANOR
(901 & 899 Eton Grove Drive, Columbus OH 43203)

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

The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be considered.

- 3.4.1 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the bidder, such may invalidate that bid.
- 3.4.2 Submission Responsibilities:** It shall be the responsibility of each bidder 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 IFB document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the HA requirements contained within the documents may cause that bidder to not be considered for award.
- 3.5 Bidder's Responsibilities—Contact with the HA:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the PA or CO only. Bidders must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HA to not consider a bid submittal received from any bidder 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 PA or CO. The PA or CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the PA or CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the HA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.
- 3.6 Pre-bid Conference:** The scheduled pre-bid 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

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prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the HA will conduct a brief overview of the IFB documents, including the attachments. It is during this conference where prospective bidders will be able to familiarize themselves with the bid process prior to bidding. Prospective bidders may also ask questions, though the PA or CO may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference.

3.6.1 General Directions to the Pre-bid Conference:

[Table No. 6]

IFB Section	Attachment Description
3.6.1.1	Take I-71 North/South
3.6.1.2	Take exit 110 A for 5th Ave
3.6.1.3	Turn left onto E 5th Ave
3.6.1.4	Turn right onto St Clair Ave
3.6.1.5	Turn left onto Eton Grove
3.6.1.6	The destination is on your right

3.7 Recap of Attachments: It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

[Table No. 7]

IFB Section	Attachment	Attachment Description
3.7.1	A	Scope of Work
3.7.2	B	Form of Bid: Bid Sheet
3.7.3	C	HUD Forms
3.7.4	D	Bidder's Certification
3.7.5	E	HA Instructions To Bidders & Bidders
3.7.6	F	Profile of Firm
3.7.7	G	Section 3

4.0 BID EVALUATION:

Public Opening: Join Zoom Meeting

<https://us02web.zoom.us/j/85101773698?pwd=NENqTUh5a0k5aGh2QUFrRHZrSUptZz09>

Meeting ID: 890 2218 2360

Password: 924519

4.1 At the set date and time, all bids received will be opened and publicly read aloud by the CO or designee, including the company name of the bidder and the total bid proposed. At the bid opening the HA will only disclose the following information: (a) The company name of each bidder; (b) the total bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the HA will, at a later time, review all bids in detail and will, in a timely manner (within 10

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days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the HA reserves the right to, as determined by the HA, “waive informalities and minor irregularities” in the offers received).

4.1.1 Ties: In the case of bids, 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.”

4.1 Responsible Evaluation: The HA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the HA the required services). If the HA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HA may proceed with award. If the HA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HA in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the HA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.2 Restrictions: Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD:

5.1 Responsive and Responsible Bidder: Award of this IFB is made to the responsive and responsible bidder that submits the best and lowest bid for the required fire restoration/remodel.

5.2 Award Procedure: If an award is made pursuant to this IFB, the following detailed procedures will be followed:

5.2.1 By completing, executing and submitting the Form of Bid, Attachment B, the bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by the HA. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HA has no power or authority to negotiate any clauses contained within any attached HUD documents.

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 the HA or the bidders at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Bidder and all offers submitted by the Bidder shall reflect all costs required by the successful Bidder to procure and provide such necessary permits or licenses.

6.2 Taxes: All persons doing business with the HA are hereby made aware that the HA 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 the HA 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 The HA 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 the HA, fails to correct such failures within seven (7) days or such other period as the HA may authorize or require.

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

6.4.2.1.2 The HA 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, the HA 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 the HA 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, the HA 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 the HA 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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Attachment A: Scope/Statement of Work

See Attached

ATTACHMENT B

FORM OF BID/BID SHEET

Bid Price \$_____ (US Dollars); _____ and ___/100

(To include all labor, material, permits, and all other associated costs to complete the work required in the Scope of Work)

Bid Closing Date: Friday October 23, 2020
11:00am

Contract Time

This project must be completed within **ninety (90)** calendar days of receipt of the Purchase Order.

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___.

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 Proposal Fee Sheet, 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 HA website, www.cmhanet.com, including an agreement to execute an Agreement and/or Contract. 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 Proposal Fee Sheet pertaining to this RFP.

Signature

Date

Printed Name

Company

Attachment C: HUD FORMS

(if applicable)

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>

Attachment D: Bidder's/Bidder's Certification

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

1. He/she has fully authority to bind bid and that no member of Bidder'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 bid 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. Bidder proposes to furnish and deliver all items, for which bids were provided herein, as specified in the IFB, 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 IFB, all materials and supplies, which are described on the bid 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. Bidder agrees that this bid shall remain open and valid for at least a period of sixty (60) days from the date of the bid opening, or as may be specified herein, and that the bid 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 Bidder.
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 bid.
5. Bidder, (the firm, corporation, partnership, or institution represented by the Bidder), 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 bid to any competitor or any other person engaged in such line of business.
6. Bidder 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/BIDDERS

SPECIAL CONDITION

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

SIGNATURE REQUIRED

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

PRINCIPALS, PARTNERSHIPS OR PROPRIETORS

All bidders/bidders are required to attach to the bid/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 bidder/bidder will be furnished an exemption certificate if needed.

PRICING

Bidders/Bidders are to quote firm prices unless otherwise noted in the specifications. In case of a discrepancy in computing the amount of the bid/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 bid/proposal will be accepted or rejected within a period of sixty (60) days from the bid/proposal opening date. CMHA reserves the right to reject any and all bids/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 bid/proposal and CMHA reserves the right to award a contract on each item separately bid/proposed, or on all items as a whole or any combination thereof. Bidders/Bidders whose bid/proposal is made on an "all or none" basis must clearly state such fact in the bid/proposal.

WITHDRAWAL OF BIDS/ PROPOSALS

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

SUBMISSION OF BID/PROPOSAL

Bids/Proposals must be submitted on the attached proposal page unless otherwise noted in the specifications. Blank spaces in the bid/proposal must be completed and the phraseology is not to be changed. Any additional conditions, limitations, or provisions attached to the bid/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 bid/proposal should be so marked.

Bids/Proposals received prior to the time of the opening will be securely kept, unopened. No bid/proposal received after the specified time will be considered except under the following conditions: if a bid/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 bids/proposals will be received and considered. No responsibility will attach to an officer for the premature opening of a bid/proposal not properly addressed and identified.

Bids/Proposals must be submitted in a sealed envelope and clearly state the Bidder/Bidder's Name, Address, IFB number and IFB Submittal deadline date.

CHANGES AND ADDENDA TO BID/PROPOSAL DOCUMENTS

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

QUALITY

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

Reference to a particular trade, manufacturer's catalog or model number is made for descriptive purposes to guide the bidder/bidder in interpreting the requirements of CMHA. They should not be construed as excluding bids/proposals on other types of materials, equipment and supplies. However, the bidder/bidder, 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 bid/proposal.

SAMPLES

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

INELIGIBLE BIDDERS/BIDDERS

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 bidders/bidders 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 bidder/bidder submitting the lowest bid/proposal complying with the conditions of the Invitation for Bids with equal consideration being given to the detailed action plan, provided his/her bid/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 bid/proposal documents become a binding part of the contract.

PERFORMANCE BOND

All bidders/bidders will be required to furnish a performance bond for any service/construction bids/proposals if requested by the HA. The performance bond of 100% of the full amount of the contract, which secures the faithful performance of the contract, must be furnished at the time of the bid/proposal closing. No exceptions will be granted without prior written permission of CMHA. Failure of the successful bidder/bidder to comply shall constitute a default. CMHA may either award the contract to the next reasonable bidder/bidder or re-advertise for bids/proposals; and CMHA may charge against the bidder/bidder the difference between the amount of the bid/proposal and the amount for which the contract for the work is subsequently executed.

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 bid/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-BID/PROPOSAL CONFERENCE

Where advisable or in the Authority's interest a Pre-Bid/Proposal Conference will be conducted for all bidders/bidders as specified in the bid/proposal advertisement (time and location). However, in lieu of the aforementioned, any bidder/bidder or prospective bidder/bidder interested in a pre-bid/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 bid/proposal. This conference shall be for clarification of procedures and requirements connected with the preparation of responsive bids/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 twenty percent (20%) 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 bidders 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.

**RFP 2020-012: PROFILE OF FIRM FORM
(Attachment F)**

(This Form must be fully completed and placed under Section No. 3 of the "hard copy" sectioned 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 Section 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 Section 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) Bidder 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): _____%

**INVITATION FOR BIDS (IFB) NO. 2020-012 FIRE RESTORATION SAWYER MANOR
(901 & 899 Eton Grove Drive, Columbus OH 43203)**

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 bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder 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 bidder, to fix overhead, profit or cost element of said proposal price, or that of any other bidder 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 bidder 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
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Attachment G: Section 3

**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	
_____	My term expires: _____	
Title		
_____	_____	_____
Signature	Date	Printed Name

(Attachment G)

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 G)

**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 G)**

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 G)

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 G)

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 bidder. “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