



COLUMBUS METROPOLITAN HOUSING AUTHORITY
COMMUNITY. COMMITMENT. COLLABORATION.

**Housing Choice Vouchers
880 East 11th Avenue
Columbus, Ohio 43211**

December 20, 2021

APPLICATION FOR PROJECT-BASED VOUCHERS

APPLICATION DEADLINE:

12:00 P.M.

January 21, 2022

CRITERIA FOR PROJECT BASED VOUCHER UNITS

The Columbus Metropolitan Housing Authority (CMHA) seeks to establish long-term relationships with rental property developers for the purpose of expanding the supply of rental housing units for extremely low or very-low income persons by means of the Project-Based Voucher (PBV) Program.

The PBV program is administered similar to CMHA's tenant-based Housing Choice Voucher Program. However, the voucher is tied to the apartment unit, not to the individual voucher holder. Furthermore, all families residing in PBV units must qualify to be voucher holders—as determined by CMHA. Families admitted to the Project-Based Voucher Program pay 30% of their adjusted monthly incomes towards tenant-paid utilities and rent to owner. Monthly expenses for tenant-paid utilities (telephone and television cable excluded) have been estimated to provide for reasonable consumption levels. The balance of the rent to the owner is paid directly to the owner and is based upon negotiated contract rents for various bedroom sizes. Rents are subject to HUD and CMHA rent reasonableness criteria.

Families receive rental subsidies based upon family size, age, and gender of family members. Families may live in units larger than their bedroom subsidy size, but subsidy is capped at their bedroom subsidy size. In the event a family selects a unit smaller than the family's designated bedroom subsidy size, their rental subsidy is capped by the subsidy assigned to the unit size selected. Generally, the gross rent (contract rent plus tenant-paid utilities) cannot exceed CMHA's bedroom subsidy standards for the family or for the smaller unit. Please refer to Exhibit A.

Interested owners must be willing to provide safe, affordable, and viable housing in a community setting. Given that federal funds are used, owners are subject to federal and CMHA regulations. Owners should familiarize themselves with Housing Choice Voucher regulations (see 24 CFR Parts 892 and 983 and CMHA's Housing Choice Voucher Administrative Plan). CMHA's administrative plan can be viewed and downloaded at CMHA's website, <http://www.cmhanet.com/>. The Code of Federal Regulations can be accessed by a link at HUD's website, <http://www.hud.gov/>.

CMHA retains discretion under this RFP to award contracts to one or more projects as it deems necessary or desirable in CMHA's best interests. CMHA also reserves the right to terminate this RFP at any time without awarding any vouchers to any of the respondents.

The following criteria must be met to be eligible for CMHA's Project-Based Voucher Program under this RFP and illustrate the features of the housing envisioned for voucher-assisted families; these criteria are reflected in the scoring section below:

1. Awards under this RFP will be limited to properties serving senior citizens who are at least 55 years of age. Any submissions that do not serve senior citizens as described above will be determined to be non-responsive to this RFP.
2. Units must be located in Franklin County.
3. The owner must execute a minimum of a 15-year assistance contract within the time frame established by CMHA; In its discretion CMHA may award up to a 20-year assistance contract if requested by owner.
4. Contract rents are negotiated prior to the execution of the housing assistance contract and cannot

exceed subsidy standards with tenants initially paying no more than 30% of their adjusted monthly incomes for rent and tenant-paid utilities.

5. CMHA will award up to 90 vouchers, subject to availability of PBV at the time of award. CMHA reserves the sole right to modify the initial number of vouchers requested by the owner for project-based assistance.
6. Qualifying units must be existing affordable senior housing or new construction and must be located on one site. No scattered property sites will be considered. Davis Bacon wages must be used for any renovation or construction. Property owner is required to follow all HUD regulations as they relate to the Davis Bacon wage act. The property owner must maintain all wage reports and provide copies to CMHA upon request.
7. Any new development must provide permanent supportive housing (PSH) to all senior residents of the community with an emphasis on senior geriatric healthcare services. To be considered a PSH community, the community must offer on-site supportive services and amenities to residents.
8. The awardee must have extensive experience in developing and providing PSH services with an emphasis on senior healthcare services.
9. Preference will be placed on responders that have experience managing communities with PBV rental assistance.
10. Preference will be given to responders that have experience developing and managing senior housing communities.
11. Proposals with units smaller than 1-bedroom will not be considered.
12. Any proposed community or development must include onsite amenities including, onsite healthcare services/room, community rooms/space, fitness center, and onsite social services.
13. The awardee will be responsible for demonstrating compliance with HUD's environmental review requirements under 24 CFR Part 58
14. The initial term of Project-based voucher contracts will be 15 – 20 years as referenced above. A subsequent renewal term of up to 15 years may be approved.
15. Owner(s) selected for participation may not be delinquent in any real estate taxes for any properties under their ownership.
16. The proposed community must be financially sound as determined by CMHA.
17. Owner must not be barred from participation in federal contracts.
18. Owner must be in good standing with CMHA.
19. Owner must have property management experience, preferably in federally assisted senior housing.
20. All prospective occupants must meet CMHA and HUD eligibility requirements.
21. Gross rents may not exceed CMHA Project-Based Voucher Subsidy Standards. Certain exceptions apply. Final rents shall be based on a rent reasonableness report conducted by CMHA.
22. Owner must comply with CMHA regulations and policies.
23. Units may be inspected at any time after the initial inspection for compliance with federally required Housing Quality Standards.
24. Documentation of on-site supportive services by third party sources must be provided.
25. The application for project-based assistance must be completed and signed by the applicant. E-copy of the RFP response is the preferred method of transmission. Submit electronic copies of the RFP response via email to, technical@cmhanet.com. If the respondent desires to send by other means, please contact Andrea Quinichett to coordinate submittal.



COLUMBUS METROPOLITAN HOUSING AUTHORITY
COMMUNITY. COMMITMENT. COLLABORATION.

SECTION 8 PROGRAMS DEPARTMENT

APPLICATION FOR
PROJECT-BASED VOUCHER ASSISTANCE
December 20, 2021

Please complete this application for each property site. Submit response by email to technicalresponse@cmhanet.com

Applications must be received by Friday 12:00 pm, January 21, 2022.

Send the application to:

Andrea Quinichett, Purchasing Manager
Columbus Metropolitan Housing Authority
880 East 11th Avenue
Columbus, Ohio 43211

1. OWNERSHIP

A. Property Owner: _____

Type of entity: _____

Mailing Address:

Telephone: _____

B. Site Control

(Please check the appropriate response and attach one of the following documents as evidence of site control).

_____ Deed ___ Contract of Sale _____ Option to Purchase

_____ Pre-Lease Agreement _____ Long-term Lease Agreement

Property Address:

C. Does the project comply with local zoning and building codes?
Yes___ No___ If no, please explain:

2. BUILDING CHARACTERISTICS (Attach photographs of site)

Type of Building _____

Number of Stories: _____

Available Parking: _____ Off-Street _____ On-Street

1-Bedroom _____

2-Bedroom _____

3- Bedroom _____

4- Bedroom _____

Total Number of Units: _____

Requested quantity of PBVs: _____

Types of accessible features: _____

Amenities and Services provided (if applicable):

3. FINANCIAL INFORMATION

Please submit the following (as an attachment):

- Prior year and current year-to-date financial reports (Income Statement, Balance Sheet, Trailing 12 month financials, and current annual budget) for an existing property proposed to receive the PBVs. For a new development please provide a detailed pro forma establishing financial feasibility. Additional financial reports may be requested.

4. OWNER COMMITMENT AND PREVIOUS PARTICIPATION

Please provide as an attachment to this application the following information:

- Previous participation/experience with HUD and/or CMHA Housing Programs.

5. DEVELOPMENT AND MANAGEMENT EXPERIENCE/SUPPORTIVE SERVICES

Provide as an attachment to this application the following information:

- Relevant property development and management experience.
- If managed by a third party, provide name and experience of the management company.
- On-site PSH services that will be provided for the tenants (i.e., health, recreational, nutrition, educational, etc.).

6. GENERAL LIVING QUALITY

Please provide detailed information about nearby shopping areas, medical services, public transportation, cultural and educational facilities, local amenities, proposed security of the building and site and neighborhood conditions that may affect the project. Provide maps and photographs to illustrate information.

7. UNIT INCOME MIX

Percent of units dedicated to extremely-low income (Families earning less than 30% of median income)

75%-100%

Less than 75% but not less than 51%

Less than 50%

DISCLOSURE OF IDENTITY OF INTEREST AND CERTIFICATIONS

The undersigned hereby certifies that, except as noted below, there is not now, nor does the undersigned contemplate that there will be, any identity of interest between (a) the seller and purchaser of this project, (b) the owner and general contractor and/or any subcontractor, material supplier, or equipment lessor or (c) the owner and lender. It is further certified that, except as noted, there are not and have not been any such relationships between the seller or purchaser (owner) of this project and the lender, general contractor and/or any subcontractor, material supplier, or equipment lessors.

All references to “identity of interest” herein are made in the context of the definition below, which has been read by the undersigned.

Identity of interest between the owner(s) or purchaser(s) (as parties of the first part) and seller(s), lender(s) general contractor(s), subcontractor(s), material supplier(s), or equipment lessor(s) as party(ies) of the second part) will be construed as existing under any of the following conditions:

1. When there is any financial interest of or family relationship between the party of the first part in the party of the second part;
2. When one or more of the partners, officers, directors or stockholders of the party of the first part is also a partner, officer, director or stockholder of or has financial interest in the party of the second part;
3. When the seller, general contractor, subcontractor, material supplier and/or equipment lessor advance any funds to the party of the first part;
4. When the party of the second part takes stock or any interest in the party of the first part as payments;
5. When any of the above stated interrelationships exist between the parties of the second part;
6. When there exists or comes into being any side deals, agreements, contracts or undertakings entered into or contemplated, which alter, amend, or cancel any of the costs related to property purchase, rehabilitation work or other amounts used to calculate contract rents;
7. When any relationship exists which would give the owner, or seller, or lender or general contractor control of influence over the cost of the rehabilitation contract or the price paid to the subcontractors, material suppliers or equipment lessors.

Exceptions to certification regarding identities of interest. (If none, so state):

Entities

Goods of Services

\$ Value

I am aware that this certification by me may be used to induce the U.S. Department of Housing and Urban Development to make Federal funds available for this project under the Section 8 Project-Based Assistance Program, and that under Title 18 U.S. Code, Sections 1001 and 1010. It is a crime to knowingly make false statements to the United States on this matter and that penalties upon conviction can include a fine and imprisonment. I certify that I or any party identified above are not on the U.S. General Services Administration's list parties excluded from federal procurement or non-procurement programs and I will notify CMHA of any new party that has a financial interest in this project.

I further certify that all information submitted with this application is accurate and true and that all properties located in Franklin County, Ohio in which I have a financial interest are current in the payment of Franklin County real estate taxes.

Official's Printed Name

Date

Title

Official's Signature

PROJECT-BASED VOUCHER ASSISTANCE PROGRAM	
SELECTION CRITERIA	NUMBER OF POINTS
Accessibility for senior persons with disabilities meeting the minimum requirements of the Americans with Disabilities Act and local and state building codes.	0-5
Communities that have on-site PSH services and amenities for their residents. These services must be tailored to meet the needs of residents. Provide documentation that services exist or will be established if this community is selected.	0-15
Evidence that that the asset is financially sound.	0-10
Percent of units dedicated to extremely-low income. (Families earning less than 30% of median income) 75%-100%— 10 Less than 75% but not less than 51% -5 Less than 50% - 0	0-10
Evidence of management experience serving senior citizens.	0-30
Evidence of providing PHS services to senior citizens with an emphasis on healthcare services.	0-20
Number of rental housing projects the ownership entity has been directly involved in managing.	0-5
Number of years the management team has managed rental housing.	0-5
Overall evaluation of general living quality. Presence of community meeting rooms, recreational facilities, building security and site, neighborhood conditions, and access to neighborhood amenities.	0-10
Location of proposed development. Adjacent and nearby neighborhood services and amenities.	0-20
Building layout, design, amenities, features, and building materials used.	0-10

Total Maximum Points: 140

ATTACHMENTS:

EXHIBIT A – Payment Standards and Income Limits for Franklin County, Ohio

EXHIBIT B – Public Notice

EXHIBIT C – Utility Allowances

EXHIBIT D - Instructions to Bidders

EXHIBIT E – HUD FORMS

Exhibit A

2021 INCOME LIMITS (Effective 4/1/2021)
VOUCHER PAYMENT STANDARDS (Effective 12/1/2021)
NEW HAP CONTRACT PAYMENT STANDARDS (Effective: 10/1/2021)

INCOME LIMITS BY FAMILY SIZE

LOW-INCOME (80%)

1	2	3	4	5	6	7	8
\$46,950	\$53,650	\$60,350	\$67,050	\$72,450	\$77,800	\$83,150	\$88,550

VERY LOW-INCOME (50%)

1	2	3	4	5	6	7	8
\$29,350	\$33,550	\$37,750	\$41,900	\$45,300	\$48,650	\$52,000	\$55,350

PRIORITY INCOME (30%)

1	2	3	4	5	6	7	8
\$17,650	\$20,150	\$22,650	\$26,500	\$31,040	\$35,580	\$40,120	\$44,600

PAYMENT STANDARDS

PAYMENT STANDARDS FOR HOUSING CHOICE VOUCHERS (110%)
(Columbus and Franklin County)

SRO	OBD	1BD	2BD	3BD	4BD	5BD	6BD	7BD
\$602	\$789	\$912	\$1,135	\$1,409	\$1,569	\$1,804	\$2,039	\$2,274

Use Computer Code "FC8" for HCV

880 East 11th Ave Columbus, Ohio 43211
(614) 421-6000

Rev. 10/1/2021

EXHIBIT B

PUBLIC NOTICE

Columbus Metropolitan Housing Authority (CMHA) is seeking proposals from affordable housing operators seeking award of Project Based Voucher contracts. Properties may be existing qualified units or new construction (so long as certificate of occupancy is issued within 60 days of the Application Deadline). Proposed projects must be new construction or existing units located on one parcel or contiguous land parcels. Scattered site proposals will not be considered. Priority will be given to projects intended for occupancy by very low or extremely low-income persons. Additional preference shall be provided to those communities which provide Permanent Supportive Housing services. Prospective occupants must meet the eligibility criteria of the Department of Housing and Urban Development and CMHA as determined by CMHA. Project-based units must be located within Franklin County, Ohio.

The deadline for submitting proposals to CMHA is Friday 12:00 pm, January 21, 2022. No proposals will be accepted after this deadline. CMHA is not responsible for mail service delays. Proposals must be submitted to:

**Andrea Quinichett, Purchasing Manager
Columbus Metropolitan Housing Authority
880 East Eleventh Avenue
Columbus, Ohio 43211**

Or via email to: technicalresponse@cmhanet.com

CMHA reserves the right to make multiple contract awards (or none) based on this RFP. All awards are subject to approval by the CMHA Board of Commissioners.


Proposals will remain valid for a 45-day period following the submission deadline. CMHA reserves the right to reject any or all proposals or may negotiate an award of project-based units of a lesser amount than the original proposal.

A Project Based Voucher Proposal application may be obtained by contacting Ms. Quinichett at 614-421-4434 or by email (aquinichett@cmhanet.com).

CMHA is an equal employment and housing opportunity agency.

Charles D. Hillman
President and CEO
Columbus Metropolitan Housing Authority

Exhibit C

	HUD-52667 COLUMBUS METROPOLITAN HOUSING AUTHORITY SECTION 8 PROGRAMS DEPARTMENT UTILITY ALLOWANCES FOR TENANT-PAID UTILITIES HOUSING CHOICE VOUCHER AND SHELTER CARE PROGRAMS					
	LOCALITY: COLUMBUS, OHIO	Unit Type: Duplex - Double - Townhouse				DATE 1/01/21
MONTHLY DOLLAR ALLOWANCES						
UTILITY OR SERVICE	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
HEATING						
Natural Gas	41	44	47	49	52	55
Electric	37	44	51	59	66	73
Fuel Oil	0	0	0	0	0	0
Propane	107	126	144	163	182	201
AIR CONDITIONING						
	2	5	9	12	15	18
COOKING						
Natural Gas	1	2	2	3	3	4
Electric	5	7	9	11	13	14
Fuel Oil	0	0	0	0	0	0
Propane	10	13	16	19	22	26
OTHER ELECTRIC						
	32	43	56	67	79	91
WATER HEATING						
Natural Gas	3	5	8	10	13	16
Electric	8	17	27	36	45	55
Fuel Oil	0	0	0	0	0	0
Propane	18	36	54	72	91	109
WATER						
In - City of Columbus	32	32	49	67	85	102
Out - Suburban*	37	37	57	78	99	120
SEWER						
In - City of Columbus	11	11	16	22	28	34
Out - Suburban*	12	12	19	26	33	40
TRASH COLLECTION *						
	16	16	16	16	16	16
REFRIGERATOR						
	7	7	7	7	7	7
RANGE						
	7	7	7	7	7	7
ACTUAL FAMILY ALLOWANCES (To be used by the family to complete allowance. Complete below for actual unit rented)				UTILITY OR SERVICE		PER MONTH
NAME OF FAMILY				HEATING		
ADDRESS OF UNIT				AIR CONDITIONING		
NUMBER OF BEDROOMS				COOKING		
*SUBURBAN COMMUNITIES: Bexley, Blacklick, Canal Winchester, Dublin, Gahanna, Galloway, Grandview, Grove City, Groveport, Hilliard, Lockbourne, New Albany, Reynoldsburg, Upper Arlington, Westerville, Whitehall, and Worthington.				OTHER ELECTRIC		
				WATER HEATING		
				WATER		
				SEWER		
				TRASH COLLECTION		
				REFRIGERATOR		
				RANGE		
				TOTAL		



HUD-52667
COLUMBUS METROPOLITAN HOUSING AUTHORITY
SECTION 8 PROGRAMS DEPARTMENT
UTILITY ALLOWANCES FOR TENANT-PAID UTILITIES
HOUSING CHOICE VOUCHER AND SHELTER CARE PROGRAMS

LOCALITY:
COLUMBUS, OHIO

Unit Type: Garden - Flat - High Rise

DATE
1/01/21

UTILITY OR SERVICE	MONTHLY DOLLAR ALLOWANCES					
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
HEATING						
Natural Gas	35	36	38	39	42	43
Electric	21	25	29	33	38	42
Fuel Oil	0	0	0	0	0	0
Propane	61	72	82	93	104	114
AIR CONDITIONING	2	4	7	9	11	14
COOKING						
Natural Gas	1	2	2	3	3	4
Electric	5	7	9	11	13	14
Fuel Oil	0	0	0	0	0	0
Propane	10	13	16	19	22	26
OTHER ELECTRIC	32	41	49	59	67	76
WATER HEATING						
Natural Gas	3	5	8	10	13	16
Electric	8	17	27	36	45	55
Fuel Oil	0	0	0	0	0	0
Propane	18	36	54	72	91	109
WATER						
In - City of Columbus	32	32	49	67	85	102
Out - Suburban*	37	37	57	78	99	120
SEWER						
In - City of Columbus	11	11	16	22	28	34
Out - Suburban*	12	12	19	26	33	40
TRASH COLLECTION *	16	16	16	16	16	16
REFRIGERATOR	7	7	7	7	7	7
RANGE	7	7	7	7	7	7

ACTUAL FAMILY ALLOWANCES (To be used by the family to complete allowance. Complete below for actual unit rented)	UTILITY OR SERVICE	PER MONTH
NAME OF FAMILY	HEATING	
ADDRESS OF UNIT	AIR CONDITIONING	
NUMBER OF BEDROOMS	COOKING	
	OTHER ELECTRIC	
	WATER HEATING	
	WATER	
	SEWER	
	TRASH COLLECTION	
	REFRIGERATOR	
	RANGE	
	TOTAL	

*SUBURBAN COMMUNITIES:
Bexley, Blacklick, Canal Winchester, Dublin, Gahanna, Galloway, Grandview, Grove City, Groveport, Hilliard, Lockbourne, New Albany, Reynoldsburg, Upper Arlington, Westerville, Whitehall, and Worthington.



HUD-52667
COLUMBUS METROPOLITAN HOUSING AUTHORITY
SECTION 8 PROGRAMS DEPARTMENT
UTILITY ALLOWANCES FOR TENANT-PAID UTILITIES
HOUSING CHOICE VOUCHER AND SHELTER CARE PROGRAMS

LOCALITY:
COLUMBUS, OHIO

Unit Type: Single Family or Mobile Home

DATE
1/01/21

UTILITY OR SERVICE	MONTHLY DOLLAR ALLOWANCES					
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR
HEATING						
Natural Gas	43	46	49	52	55	58
Electric	41	49	57	66	74	82
Fuel Oil	0	0	0	0	0	0
Propane	116	140	161	182	203	224
AIR CONDITIONING	3	6	10	13	17	20
COOKING						
Natural Gas	1	2	2	3	3	4
Electric	5	7	9	11	13	14
Fuel Oil	0	0	0	0	0	0
Propane	10	13	16	19	22	26
OTHER ELECTRIC	40	53	65	77	89	101
WATER HEATING						
Natural Gas	3	5	8	10	13	16
Electric	8	17	27	36	45	55
Fuel Oil	0	0	0	0	0	0
Propane	18	36	54	72	91	109
WATER						
In - City of Columbus	32	32	49	67	85	102
Out - Suburban*	37	37	57	78	99	120
SEWER						
In - City of Columbus	11	11	16	22	28	34
Out - Suburban*	12	12	19	26	33	40
TRASH COLLECTION *	16	16	16	16	16	16
REFRIGERATOR	7	7	7	7	7	7
RANGE	7	7	7	7	7	7

ACTUAL FAMILY ALLOWANCES (To be used by the family to complete allowance. Complete below for actual unit rented)	UTILITY OR SERVICE	PER MONTH
NAME OF FAMILY	HEATING	
ADDRESS OF UNIT	AIR CONDITIONING	
NUMBER OF BEDROOMS	COOKING	
	OTHER ELECTRIC	
	WATER HEATING	
	WATER	
	SEWER	
	TRASH COLLECTION	
	REFRIGERATOR	
	RANGE	
	TOTAL	

RESERVATION OF RIGHTS: CMHA reserves the right to:

- a) **CMHA Options** – CMHA reserves the right to reject and cancel any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by CMHA to be in its best interests. CMHA reserves the right to request clarification of proposal data without changing the terms of the proposal.
- b) **Withdrawal**- CMHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of the CMHA Contracting Officer (CO).
- c) **Negotiation**- CMHA reserves the right to negotiate the fees proposed by the proposer entity.
- d) **Participation**- The Housing Authority (CMHA) shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the CMHA website, www.cmhanet.com and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the CMHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the CMHA, but not the prospective proposer, of any responsibility pertaining to such issue.
- e) **Incurred Expenses** – CMHA shall NOT be liable for any costs incurred by Proposers in the preparation of proposals in response to this RFP, including any meetings, presentations, demonstrations, interviews or subsequent negotiations that may be requested or required.
- f) **Rules and Regulations** – The selected Consultant must comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest. Proposers are presumed to be familiar with all federal, state and local laws that may in any way affect the services.
- g) **Contract Continuity** – The successful Consultant shall not enter into any subcontracts, retain consultants or assign, convey or otherwise dispose of the ensuing contract, or any or all of its rights, title or interest therein to any person, company or corporation without the prior written consent of CMHA.
- h) **Discrimination** – Proposers agree that there will be no discrimination as to race, sex, religion, color, creed or national origin in regard to obligations, work, and services performed under the terms of any ensuing contract.
- i) **Personnel Availability** – The personnel described in any submission shall be available to perform the services described barring illness, accident, or other unforeseeable events, in which event the Consultant must be able to provide a qualified replacement subject to CMHA's approval. All Consultant personnel shall be considered to be the sole employees of the consulting firm, under its sole direction, and not employees or agents of CMHA.
- j) **Contract payments** – Proposers should be aware that CMHA will only make payments on a Contract issued under this RFP after the work being billed has been completed and will pay reimbursable expenses. No advance payments will be made; the Consultant must have the capacity to meet all the project expenses in advance of payments under its contract.
- k) **Taxes**-All persons doing business with CMHA are hereby made aware that the CMHA is exempt from paying Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- l) **Official, Agent and Employees of CMHA Not Personally Liable**-It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of CMHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

ATTACHMENT- D: INSTRUCTIONS FOR BIDDERS/PROPOSERS

SPECIAL CONDITION

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

SIGNATURE REQUIRED

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

PRINCIPALS, PARTNERSHIPS OR PROPRIETORS

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

TAXES

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

PRICING

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

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

ACCEPTANCE AND REJECTION

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

WITHDRAWAL OF PROPOSALS

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

SUBMISSION OF PROPOSAL

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

Proposals received prior to the time of the opening will be securely kept, unopened. No proposal received after

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

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

CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

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

DELIVERY

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

QUALITY

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

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

SAMPLES

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

INELIGIBLE PROPOSERS

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

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

AWARD OF CONTRACT

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

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

SUBCONTRACTORS

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

CANCELLATION

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

PRE-PROPOSAL CONFERENCE

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

MINORITY AND FEMALE BUSINESS ENTERPRISE POLICY

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

ATTACHMENT E:

HUD FORMS

5369-B Instructions to Offerors Non-Construction
<https://www.hud.gov/sites/documents/5369-B.PDF>

5369-C (8/93), Certifications & Representations of Offerors
Non-Construction Contract
https://www.hud.gov/sites/documents/DOC_12132.PDF

5370-C Sections I & II General Conditions for Non-Construction Contracts,
(With or without Maintenance Work)
https://www.hud.gov/sites/documents/DOC_12587.PDF
<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf>