



**COLUMBUS METROPOLITAN
HOUSING AUTHORITY**

REQUEST FOR PROPOSALS (RFP) NO. 2022-021

Limited Mechanical Systems Maintenance

RFP Document

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INTRODUCTION

The Columbus Metropolitan Housing Authority (hereinafter, “HA”) is a public entity, formed in 1934 to provide federally subsidized housing and housing assistance to low-income families, in Columbus and Franklin County. 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. The Agency was brought into existence by resolution of the State of Ohio’s Board of Housing on May 8th, 1934. CMHA is a subdivision of the State of Ohio.

Currently, the HA owns and/or manages: (a) 28 multi-family apartment complexes totaling 3,827 units; (b) eight senior complexes, totaling 733 units; and (c) five Service Enriched complexes, totaling 258 units. The HA also administers approximately 13,500 Section 8 Housing Choice Vouchers and manages the HUD Project-Based Rental Assistance contracts covering 81,000 units in Ohio and Washington, D.C. through its subsidiary, Assisted Housing Services Corporation. The HA currently has approximately 77 employees.

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

RFP INFORMATION AT A GLANCE

Table No. 2

HA CONTACT PERSON	Andrea Quinichett AVP of Procurement quinichett@cmhanet.com , 614-421-4434
HOW TO OBTAIN THE RFP DOCUMENTS ON THE CMHA WEBSITE	<ol style="list-style-type: none"> 1. Access our website: cmhanet.com 2. Click on the “Business Opportunities/Section 3” heading 3. Click on the “Purchasing” heading 4. Click on the “Open Contract Opportunities” heading If you have any problems in accessing or registering on the system, please call the Purchasing Department at 614.421.4434
PRE-PROPOSAL CONFERENCE/SITE TOURS DIRECTLY FOLLOWING CONFERENCE	Monday October 30 th , 2023 @ 1:00pm 880 E. 11 th Avenue, Columbus, Ohio 43211
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	As directed within Section 3.0 of the RFP document, All pricing must be submitted separately to 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).
PROPOSAL SUBMITAL RETURN & DEADLINE	Thursday, November 9 th , 2023 @ 2:00pm on (or such later date as established by the HA by addendum or revision) (Electronic submission is recommended) The HA Central Office 880 E. 11 th Avenue, Columbus, Ohio 43211
ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS	January, 2024

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1** The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.
- 1.2** The HA reserves the right not to award a contract pursuant to this RFP.
- 1.3** The HA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
- 1.4** The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5** The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HA Contracting Officer (CO).
- 1.6** The HA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7** The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8** The HA reserves the right to solicit for any service where the ICE exceeds \$2,000.00 and award said service to company whose proposal/bid is lowest and best.
- 1.9** HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.10** The HA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the hard copy RFP and/or downloading this document via our website, www.cmhanet.com, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.
- 1.11** In the case of rejection of all proposals, CMHA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of CMHA, the best interest of CMHA will be promoted.
- 1.12** In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, CMHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): CMHA is seeking proposals from qualified and licensed service providers to secure contractual assistance of routine and preventive mechanical services and maintenance for all HVAC and plumbing services noted in this RFP for LIMITED MECHANICAL SYSTEMS MAINTENANCE (METASYS Building Automation System). All work shall meet or exceed state and local code requirements. Please see Attachment D for technical specification requirements.

2.0.1 Expectation/Role of the Proposer

The successful proposer will provide routine and preventative service and maintenance in order to provide essential HVAC and plumbing services to staff as required by this Request for Proposal.

2.0.2 Responsibilities of the Licensed Service Provider

The Proposer must provide a detailed demonstration, which includes, but is not limited to the following:

Mechanical Systems Tasking as defined in Attachment D, Preventative Maintenance Specification

- Condensing Units
- Fan Coil Units
- Furnaces
- HVAC Temperature Control Systems
- Packaged Rooftop HVAC Units
- Packaged Self-Contained Heating and Cooling Units
- Refrigerant/Filters
- Variable Frequency Drives/Variable Air Value Boxes

Mechanical Equipment Inventory

CMHA Main Campus (880 E 11th Avenue)
CMHA East Campus (1407 Cleveland Avenue)

Although not mandatory, the HA strongly recommends attending a site visit to all two (2) sites prior to submitting a proposal to assess the systems and mechanics of each site. A schedule has been provided as Attachment F.

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

2.0.3 Documentation/Reporting

The Proposer shall provide the HA with quarterly reports at three month intervals that will include, but limited to:

- Routine and preventative maintenance service work performed during the course of the contract (As outlined in Attachment D)

- Findings and recommendations on the status of all mechanical equipment items and the costs to repair such if these item(s) are not included in the base contract (as outlined in Attachment D)

2.0.4 General Requirements

- 2.0.4.1** All personnel affiliated with this contract shall be licensed and certified through the State of Ohio. Proposer shall provide licensure and certification of all key personal that will be working on this contract.
- 2.0.4.2** Proposer shall practice acceptable safety precautions so as not to Cause harm to any persons or property while performing services under this RFP or any resulting contract. Proposer shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer’s specification in the performance of all duties.
- 2.0.4.3** Proposer shall pay all of its employees, including any and all approved Subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development of Labor Prevailing Wages, or Davis Bacon Wages (if applicable).
- 2.0.4.4** Proposer must provide, at their own expense, all equipment, labor, Material, supplies, and tools necessary to perform all of the services required under this RFP and any resulting contract.
- 2.0.4.5** Proposer shall conduct all work the requested working hours unless deemed by HA to be disruptive to the normal operations of the organization or an Emergency. Proposer shall only utilize trained and experienced employees to perform the work required as stated in this RFP.
- 2.0.8.6** Proposer’s personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of proposer is deemed unacceptable by the HA, Proposer shall immediately replace such personnel with an acceptable substitute to the HA.

2.0.5 Safety

- 2.0.5.1** The proposer shall, at all times, ensure that all work provided by The Proposer complies with all local, State and Federal rules pertaining to work place safety; meaning, the contractor shall, at all times, conduct business in such a manner as to protect its workers, HA residents, HA staff, and the public. Further, the contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the HA), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.

3.0 PROPOSAL FORMAT:

3.1 Tabbed Proposal Submittal: The HA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HA has published herein or has issued by addendum.

Table No. 3

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

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		maintaining level of service, etc.).adherence to proposal submittal requirements as stated in Section 3.0, Table 3, and comprehensive proposal as noted in this RFP), based upon the opinion of the evaluators.
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 4, herein, The proposer’s DEMONSTRATED EXPERIENCE in performing similar work and the proposer’s DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
3.1.4.5		As detailed within Section 4.1, Evaluation Factor No. 5, herein, The proposer’s OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored;
3.1.4.6		The proposed quality control program;
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
3.1.4.8		A complete description of the products and services the firms provides.
3.1.5	5	Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment B, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm and three (3) years of audited financial statements to include cash flow.
3.1.6	6	Client Information: The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client’s name;
3.1.6.2		The client’s contact name;
3.1.6.3		The client’s telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.7	7	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item): The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.

3.1.9	9	Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.
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3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.1.12 Proposal Submittal Binding Method: It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

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

Table No. 4

RFP Section	Item No.	Qty	U/M	Description
3.2.1				Preventative Maintenance Service
3.1.2.3	3	1	As noted on Tasking requirement	East Campus
3.1.2.4	4	1	As noted on Tasking requirement	Corporate Office
3.2.2				Repair & Replacement Service
3.2.2.1	6	Unknown	Hour	Regular Hourly Rate
3.2.2.2	7	Unknown	Hour	Overtime Hourly Rate
3.2.2.3	8	Unknown	Hour	Holiday Hourly Rate
3.2.3				Annual Escalation (If applicable)
3.2.3.1	9	1	percentage	Percentage

3.3 Additional Information Pertaining to the Pricing Items:

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

3.3.1.1 Assumption: It shall be the HA's assumption that the successful proposer has based his/her proposed pricing for Pricing Items No. 1-9 upon the proposed "each" rates submitted by the proposer (and by submitting a proposal in response to this RFP, the successful proposer automatically agrees that such is accurate). Accordingly, the HA may use such assumption, if necessary, to do any lump-sum proposal breakdown calculations during the term of the ensuing contract.

3.3.2 Price Escalation: At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of Ohio Prevailing Wage Rates, (b) Davis-Bacon Wage Rates, or (c) HUD Maintenance Wage Rate Determination (MWRD) for the HA (either used at the HA's discretion). For example, if, at the end of the first contract period the listed Prevailing/Davis-Bacon/MWRD wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

3.3.4.1 Notification Must Be Received From the Contractor: The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

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

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

- 3.3.3.2 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;
- 3.3.3.3 Ascertain the difference between the two rates, which amount the HA will pay to the successful proposer for that task order only.
- 3.3.3.4 **Locating Applicable Wage Rates:** As the currently known work pertaining to this RFP is maintenance-related rather than construction-related, accordingly, there is not a D/B or State Wage Rate General Decision attached to this RFP. If, as detailed within 24 CFR 85.36(h)(5), the HA is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”), and for similar State requirements, the HA will then issue a General Decision as it applies to that work. Current Davis-Bacon wages rates may be viewed by following the following listed steps:

Table No. 5

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

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

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

shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

The Columbus Metropolitan Housing Authority
Attention: Andrea Quinichett
AVP of Procurement
880 E. 11th Avenue
Columbus, Ohio 43211

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

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

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

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

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

3.6 Pre-proposal Conference: The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference; however, the HA **will not** distribute at this conference any copies of the RFP documents:

3.6.1 General Directions to the Pre-proposal Conference:

Table No. 6

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

A

Attachments: It is the responsibility of each proposer to verify that he/she has received the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

Table No. 7

RFP		
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Section	Attachment	Attachment Description
3.7.1	A	Form of Proposal
3.7.2	B	Profile of Firm Form
3.7.3	D	Preventative Maintenance Specifications
3.7.4	E	Proposal Fee Sheet
3.7.5	F	Site Visit Schedule
3.7.6	G	Labor Relations Provisions
3.7.7	H	HA Instructions To Proposers & Contractors

4.0 PROPOSAL EVALUATION:

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

Table No. 8

N O.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	25 points	Objective	The PROPOSED COSTS the proposer proposes to charge the HA to provide the required work.
2	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT ;
3	25 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN . The proposer's TECHNICAL CAPABILITIES (in terms of personnel, certification and licensure, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
4	35 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
5	5 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points	100 points	Total Points (other than preference points)

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

4.2 **Evaluation Method:**

- 4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HA reserves the right to reject any proposals deemed by the HA not minimally responsive (the HA will notify such firms in writing of any such rejection).
- 4.2.2 Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1** Instructions to Evaluators;
 - 4.2.2.2** Proposal Tabulation Form;
 - 4.2.2.3** Written Narrative Justification Form for each proposer;
 - 4.2.2.4** Recap of each proposer’s responsiveness;
 - 4.2.2.5** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee:** The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, and 5 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- 4.2.5 Potential "Competitive Range" or “Best and Finals” Negotiations:** The HA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HA in a timely manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- 4.2.6**

Table No. 9

Points Awarded Range					
Classification*	Rating	%	10	15	100**
Acceptable	Excellent	95%/+	10	14-15	95-100
Acceptable	Very Good	90%/+	9	13	90-94
Potentially Acceptable	Good	80%/+	8	12	80-89
Potentially Acceptable	Average	70%/+	7	11	70-79
Unacceptable	Poor	<70%	0-6	0-10	0-69

*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

**Total available points to be awarded, including cost points, minus preference points.

4.2.7 Determination of Top-ranked Proposer: Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the HA's option, be conducted prior to or after the BOC approval.

4.2.7.1 Ties: In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2.7.2 Minimum Evaluation Results: To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

4.2.8 Award Recommendation: It is anticipated that the final rankings will be forwarded to the HA Board of Commissioners (BOC) at a regularly scheduled board meeting for approval. The HA BOC will then make its determination as to whether or not to follow the evaluation committee’s recommendation. Contract price negotiations may, at the HA's option, be conducted prior to or after the BOC approval.

4.2.9 Notice of Results of Evaluation: If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.9.1 Which proposer received the award;

4.2.9.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.9.3 The cost or financial offers received from each proposer;

4.2.9.4 Each proposer's right to a debriefing and to protest.

4.2.10 **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HA evaluation committee.

5.0 CONTRACT AWARD:

5.1 **Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, in hard copy. Accordingly, the HA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

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

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

5.2.2 **Assignment of Personnel:** The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

5.2.3 **Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract)

without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

- 5.3 Contract Period:** The HA anticipates that it will award a contract for the period of one (1) year with two (2) one (1) year options, not to exceed 3 years.
- 5.4 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 5.4.1** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 5.4.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - 5.4.3** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;
 - 5.4.4** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.4.5** A copy of the proposer's business license allowing that entity to provide such services within the City of Columbus;
 - 5.4.6** If applicable, a copy of the proposer's license issued by the State of Ohio licensing authority allowing the proposer to provide the services detailed herein.
 - 5.4.7** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).
- 5.5 Right to Negotiate Final Fees:** The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA has chosen a top-rated proposer. If such

negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HA shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

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

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

6.0 ADDITIONAL CONSIDERATIONS:

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

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

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

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

6.4.1 By mutual consent of both parties, and

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

Maintenance Work), attached hereto:

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

 - 6.4.2.1.1** Upon receipt of a notice of termination issued from CMHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by CMHA in the notice of termination.
 - 6.4.2.1.2** CMHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.
- 6.4.3** **Termination For Convenience:** In the sole discretion of the HA, CMHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty (30) days prior notice to the Contractor when it is determined to be in the best interest of the HA.
- 6.4.4** The rights and remedies of CMHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.
- 6.4.5** In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, CMHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to CMHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

Index of Tables

Table No. 10

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Proposer's Certification

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

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

SIGNED: _____ **Date** _____

PRINT NAME: _____

PRINT COMPANY NAME: _____

COMPANY PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

HUD FORMS

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

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

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

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**RFP 2023-021: PROFILE OF FIRM FORM
(Attachment B)**

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

(1) Prime___ Joint Venture/ Partner___ Sub-contractor___ (This form must be completed by and for each).

(2) Name of Firm:_____ Telephone:_____ Fax: _____

(3) Street Address, City, State, Zip:_____

(4) Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in (Jurisdiction); (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (Provide resumes for each under Tab No. 3):

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

- Caucasian Public-Held Government Non-Profit
 American (Male) Corporation Agency 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- African **Native Hispanic Asian/Pacific Hasidic Asian/Indian
 Owned* American American American American Jew American
 _____% _____% _____% _____% _____% _____% _____%

**Attachment D: Preventative Maintenance Specifications
(Attached)**

**Attachment E: RFP 2023-021 Limited Mechanical Systems Maintenance
FEE SHEET**

1. Guaranteed Cost for Services as noted in Attachment D:

East Campus	\$ _____ annually
Corporate Office	\$ _____ annually

2. Guaranteed Hourly Rate for repair and replacement NOT covered in base specifications as noted in Attachment D:

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

NOTE: The HA does not pay travel time as part of the work hourly rate.

3. Escalation provision for years 2 & 3 (if optioned by the HA)

	From original annually quote	From original hourly rate
a. 2023-2024	% _____	% _____
b. 2024-2025	% _____	% _____

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

Attachment Acknowledgements (if applicable)

Attachment A: Form of Proposal	Date _____
Attachment B: Profile of Firm Form	Date _____
Attachment C: HA Instructions to Proposers& Contractors	Date _____
Attachment D: Preventative Maintenance Specifications	Date _____
Attachment E: Fee Sheet	Date _____
Attachment F: Site Visit Schedule	Date _____
Attachment G: Labor Relations Provisions	Date _____
Attachment H: Instructions for Bidders/Quoters	Date _____

_____ Signature	_____ Date
_____ Printed Name	_____ Company
_____ E-mail address (if available)	_____ Phone/Fax

SITE INSPECTIONS
ATTACHMENT F

	CMHA Corporate Office 880 E. 11 th Avenue, Columbus, Ohio 43211 Contact: Warren Goodwin @ 813.5827	10/30/23	1:00pm
	CMHA East Campus 1407 Cleveland Avenue, Columbus, Ohio 43211 Contact: Warren Goodwin @ 813.5827	10/30/23	1:15pm

Although not mandatory, the HA highly encourages each potential Proposer visit each site to learn the mechanical equipment.

Alternate contact: Oliver Evans, Facilities Manager @ 614.813.5810

**Attachment G: Labor Relations Provisions
CONTRACTOR PROFILE FORM**

(when applicable)

Project Name: _____ Project No. _____

Contractor/Business Name: _____

Business Address: _____

Telephone: (____) ____-____ Fax: (____) ____-____

Federal Tax ID #: _____ State Tax ID #: _____

Our contract is with _____ in the amount of \$ _____

for _____.

(Identify specific work to be performed)

Will any work be subcontracted out? Yes _____ No _____

If yes, to whom? _____

Person(s) authorized to sign (certify) Payroll reports: 1) _____

2) _____

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

Work Classification from wage decision (include group number, if applicable)	Base Rate of Pay	Total Wage (including Fringe)

The fringe benefit payment will be (check A, B or C below):

(A) _____ paid directly (with the pay check) to each worker in the amount of \$ _____

(B) _____ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

Benefit	Amount
Vacation and Holiday	
Union Dues	
Health and Welfare Benefits	
Pension	
Annuity	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____-____ Acct. #: (____) ____-____

(C) _____ paid to an unfunded benefit plan (or plans) in the amounts indicated below:

REQUEST FOR PROPOSALS (RFP) NO. 2023-021, Limited Mechanical Systems Maintenance

*****If requested, copies of benefit plans to be submitted for review/approval.*****

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____ - ____ Acct. #: _____

Is this a sole proprietorship or partnership business? Yes _____ No _____

Caucasian Owned – WBE _____ MBE _____

Owner/Principal Officer Name (Please Print)

Signature

Date

ATTACHMENT H: 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.

PERFORMANCE BOND

All proposers will be required to furnish a performance bond for any service/construction proposals. 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 proposal closing. No exceptions will be granted without prior written permission of CMHA. Failure of the successful proposer to comply shall constitute a default. CMHA may either award the contract to the next reasonable proposer or re-advertise for proposals; and CMHA may charge against the proposer the difference between the amount of the 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 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.