



**COLUMBUS METROPOLITAN
HOUSING AUTHORITY**

Invitation for Bid (IFB) NO.2024-004
Moving Service(s)

IFB 2024-004

Moving Service(s) for Columbus Metropolitan Housing Authority

Introduction

The Columbus Metropolitan Housing Authority (The "HA") wishes to procure the services of Moving Contractor Companies for the relocation of residents of properties owned and operated by our agency Multi Family/Residential, Senior housing, Service enriched, Section 8 Project Based Assistance/LIHTC, and newly acquired real estate properties.

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

1. Program Information

Columbus Metropolitan Housing Authority receives approval from the Department of Housing and Urban Development to transition **our** properties Multi Family/Residential, Senior housing, Service enriched, Section 8 Project Based Assistance/LIHTC, and newly acquired real estate properties or under the RAD (Rental Assistance Demonstration) Program

Program Overview

CMHA is the owner and operator of a diverse range of housing options within Franklin County, including Senior Communities, Multi-Family Residences, and Program Service enrichment Initiatives. Our community's range in size from close settings of 30 units to expansive complexes with up to 312 units.

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

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

2. Role of the Moving Contractor(s):

The moving contract, which will be associated with a purchase order (s), will be in for the period of 1 years, with options to renew for four (4) one (1) year contracts not to exceed five (5) years to be established after Board approval and the award is declared.

The number of moves during one-month will vary, based on the progression of the Construction and Relocation of residents.

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

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

The Relocation Specialist shall be the main point of contact for the Moving Contractor throughout

this Contract, scheduling all moves, coordinating residents and acting as a liaison between The HA and the Moving Contractor(s).

Moving Contractor (s) must practice acceptable safety precautions so as not to cause harm to any person or property while performing services under this IFB or any resulting contract. Moving Contractor(s) shall follow industry safety standards and use only industry approved safety equipment in accordance with the manufacturer's specification in the performance of all duties.

Moving Contractor(s) must pay all its employees, including any and all approved Subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development of Labor Prevailing Wages as attached (if applicable).

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

3. Responsibility of the Moving Contractor:

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

4. Termination:

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

- **By mutual consent of both parties, and**
- **Termination For Cause:** As detailed within Clause No. 3 of Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I – (Within or without Maintenance Work)*, attached hereto:
- CMHA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from CMHA, fails to correct such failures within seven (7) days or such other period as CMHA may authorize or require.
- Upon receipt of a notice of termination issued from CMHA, the Contractor shall immediately cease all activities under any contract resulting from this IFB, unless expressly directed otherwise by CMHA in the notice of termination.
- CMHA may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.
- **Termination For Convenience:** In the sole discretion of the HA, CMHA may terminate any and all contracts resulting from this IFB in whole or part upon thirty (30) days prior notice to the Contractor when it is determined to be in the best interest of the HA.
- The rights and remedies of CMHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.
- In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, CMHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to CMHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

5. Fee Structure:

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

In Place/Onsite Moves:

Efficiency style units	\$_____ . 00/unit moved
2-bedroom garden style unit	\$_____ . 00/unit moved
3=bedroom garden style unit	\$_____ . 00/unit moved
2-Bedroom townhouse unit	\$_____ . 00/unit moved
3-Bedroom townhouse unit	\$_____ . 00/unit moved
4-Bedroom townhouse unit	\$_____ . 00/unit moved
2-bedroom single family home	\$_____ . 00/unit moved
3-bedroom single family home	\$_____ . 00/unit moved
4-bedroom single family home	\$_____ . 00/unit moved
1-bedroom garden style unit	\$_____ . 00/unit moved
2-bedroom garden style unit	\$_____ . 00/unit moved
3=bedroom garden style unit	\$_____ . 00/unit moved
2-Bedroom townhouse unit	\$_____ . 00/unit moved
3-Bedroom townhouse unit	\$_____ . 00/unit moved
4-Bedroom townhouse unit	\$_____ . 00/unit moved
5-Bedroom townhouse unit	\$_____ . 00/unit moved
2-bedroom single family home	\$_____ . 00/unit moved
3-bedroom single family home	\$_____ . 00/unit moved
4-bedroom single family home	\$_____ . 00/unit moved
5-bedroom single family home	\$_____ . 00/unit moved

Offsite Moves:

Efficiency style units	\$_____ . 00/unit moved
1-bedroom garden style unit	\$_____ . 00/unit moved
2-bedroom garden style unit	\$_____ . 00/unit moved
3=bedroom garden style unit	\$_____ . 00/unit moved
2-Bedroom townhouse unit	\$_____ . 00/unit moved
3-Bedroom townhouse unit	\$_____ . 00/unit moved
4-Bedroom townhouse unit	\$_____ . 00/unit moved
5-Bedroom townhouse unit	\$_____ . 00/unit moved
2-bedroom single family home	\$_____ . 00/unit moved
3-bedroom single family home	\$_____ . 00/unit moved
4-bedroom single family home	\$_____ . 00/unit moved
5-bedroom single family home	\$_____ . 00/unit moved

Self/Client Moves:

Provide all packing materials	\$_____ each (1BR)
Provide all packing materials	\$_____ each (2BR)
Provide all packing materials	\$_____ each (3BR)
Provide all packing materials	\$_____ each (4BR)
Provide all packing materials	\$_____ each (5BR)

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

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

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

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

All quoted prices must be honored for 90 days from the date of award.

Signature

Date

Printed Name

Company

E-mail address (if available)

Phone/Fax

7. Submission and Evaluation Requirements

Submission of Essential Documents:

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

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

8. Schedule and Required Information

- | | |
|----------------------|---|
| • Pre-bid conference | May 29 th , 2024 @ 2:00 pm. |
| • Bid Opening | June 17 th , 2024 @ 2:00 pm. |
| • Interviews | Upon HA discretion |
| • Contract Award | June 2024 |

The Pre-bid conference.

Join Zoom Meeting

<https://us02web.zoom.us/j/82560169909?pwd=Q1NiQ3VMaExrQ1hiVTdHRGo3bjF2UT09>

Meeting ID: 825 6016 9909

Passcode: 104658

May 29, 2024 @ 2:00 pm. Although not mandatory, all bidders are strongly recommended to attend.

Bid Opening

Join Zoom Meeting

<https://us02web.zoom.us/j/86467532795?pwd=clduZ0JdGjXVkpQK05zKy91M0d4UT09>

Meeting ID: 864 6753 2795

Passcode: 064907

June 17th, 2024 @ 2:00pm Although not mandatory, all bidders are strongly recommended to attend.

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

9. Submission Information

Proposal Submittal Electronic Method: It is preferable and recommended that The proposer shall submit the all- inclusive technical portion of the response to technicalresponse@cmhanet.com, ensuring that all information requested in Section 3.0 Proposal Format are included.

Entry of Proposed Fees: The proposed fees shall be submitted by the proposer on the provided "Fee Sheet" (Attachment D) The Proposer shall submit this sheet to feeproposal@cmhanet.com.

IFB # 2024-004
Moving Services
Bid Opening: June 17th, 2024 @
Columbus Metropolitan Housing Authority
Andrea Quinichett
Procurement Department
880 E. 11th Avenue, Columbus, Ohio 43211

Bidder does not need to be present for bid opening. All Bids received after 2:00pm on the date specified above will be considered "non-responsive".

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 IFB process, or to terminate the IFB 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 IFB 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 Bidder in the preparation of proposals in response to this IFB, 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. Bidder 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** – Bidder 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** – Bidder should be aware that CMHA will only make payments on a Contract issued under this IFB 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.
- m) **The HA reserves** the right to select a single provider or award to multiple providers.
- n) **The HA reserves** the right to add requirements during the contract period when it is in the best interest of the HA.
- o) **Award of contract(s)** under this IFB is subject to approval of the CMHA Board of Commissioners.

FORM OF PROPOSAL (Attachment A)

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

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

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

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 10, which priority are you claiming?

_____.

PROPOSER'S STATEMENT

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

Signature

Date

Printed Name

Company

**RFP 2024-004: PROFILE OF FIRM FORM
(Attachment B)**

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

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

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

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

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

Caucasian 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
 _____% _____% _____% _____% _____% _____% _____%

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

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

Signature

Date

Printed Name

Company

**RFP 2024-004: PROFILE OF FIRM FORM
(Attachment B)**

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

(8) Federal Tax ID No.: _____

(9) [APPROPRIATE JURISDICTION] Business License No.: _____

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

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

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

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

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

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

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

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

Signature **Date** **Printed Name** **Company**

Attachment D: Proposer's Certification

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

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

SIGNED: _____ **Date** _____

PRINT NAME: _____

PRINT COMPANY NAME: _____

COMPANY PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

ATTACHMENT E: INSTRUCTIONS FOR BIDDERS/PROPOSERS

SPECIAL CONDITION

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

SIGNATURE REQUIRED

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

PRINCIPALS, PARTNERSHIPS OR PROPRIETORS

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

TAXES

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

PRICING

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

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

ACCEPTANCE AND REJECTION

This proposal will be accepted or rejected within a period of sixty (60) days from the proposal opening date. CMHA reserves the right to reject any and all proposals, to waive technicalities, and to request a re-quote on the required materials and/or services. If more than one item is listed, prices shall be quoted on each unit. However, each item shall be considered a separate proposal and CMHA reserves the right to award a contract on each item separately proposed, or on all items as a whole or any

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
F: HUD FORMS**

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

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

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

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Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



COLUMBUS METROPOLITAN HOUSING AUTHORITY

Section 3 Business Certification Form

The Section 3 Business Certification Form should be completed and submitted for a business seeking Section 3 status and preference for contracting opportunities. Supporting documents may be requested to confirm Section 3 business status according to the definitions described in the U.S. Department of Housing and Urban Development Section 3 regulations codified at 24 CFR Part 75.

Business Name					
Business Address					
City		State		Zip Code	
Telephone Number		Federal Tax ID Number			
Website Address					

Corporation
 Partnership
 Sole Proprietorship
 Joint Venture
 Non-Profit

Contact Name	Authorized Representative
Email Address	

Select one of the Section 3 business qualifying definitions below as documented by company records within the last six-month period

At least 51 percent owned and controlled by low- or very low-income persons

The following supporting documents may be required to confirm status:

- List of all low- to very low-income owners on company letterhead signed by a company officer.
- Signed letter from each low- to very low-income owner confirming low- or very low-income status according to HUD income limits.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers

The following supporting documents may be required to confirm status:

- List of all workers on company letterhead to include the identification of Section 3 Workers.
- Completed Section 3 Worker Certification Forms for all Section 3 Workers.
- Letter signed by a company officer on company letterhead that includes the following documentation:
 - labor hours performed by all workers over the prior three-month period
 - labor hours performed by all Section 3 Workers over the prior three-month period
 - calculation that over 75 percent of the labor hours performed over the prior three-month period were performed by the company's Section 3 Workers

At least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

The following supporting documents may be required to confirm status:

- List of all current public housing or Section 8-assisted housing residents on company letterhead signed by a company officer.
- Signed letter from each public housing or Section 8-assisted housing resident confirming current resident status.

I affirm and certify that information submitted within this form is true and correct to the best of my knowledge and according to company records. I understand that businesses that misrepresent themselves as a Section 3 business may have the contract terminated as default and be barred from ongoing and future contracting considerations.

Authorized Representative's Signature	Date
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COLUMBUS METROPOLITAN HOUSING AUTHORITY

Section 3 Worker Certification Form

The Columbus Metropolitan Housing Authority is committed to compliance with the U.S. Department of Housing and Urban Development Section 3 requirements (24 CFR Part 75). The Section 3 Worker Certification Form is used to determine an individual's Section 3 status. Please review instructions that provide details on how to complete this form and properly identify a Section 3 Worker and Targeted Section 3 Worker.

Name							
Address							
City		County		State		Zip Code	
Telephone Number				Email			
Contractor Name		_____ Section 3 Business					
Worker's Hire Date							

ANNUAL INCOME

Place an X next to the amount believed to be earned on an annual basis as verified by Federal Income Tax Returns, pay stubs, public assistance documents or other income-related documents.

<input type="checkbox"/>	Less than \$10,000	<input type="checkbox"/>	\$10,001 - \$20,000	<input type="checkbox"/>	\$20,001 - \$30,000
<input type="checkbox"/>	\$30,001 - \$40,000	<input type="checkbox"/>	\$40,001 - \$52,500	<input type="checkbox"/>	\$52,501 - \$60,000
<input type="checkbox"/>	More than \$60,000				

RESIDENT STATUS

Please provide answers to the questions below.

Current or former YouthBuild participant _____ Yes _____ No

If yes, what month and year were you last a participant? _____

Current or former CMHA public housing resident _____ Yes _____ No

If yes, what month and year were you last a resident? _____

Name of the CMHA property _____

Current or former CMHA Section 3 resident _____ Yes _____ No

If yes, what month and year were you last a resident? _____

SECTION 3 STATUS

Refer to the instructions and place an X next to the appropriate selection(s) representing Section 3 qualification status.

<input type="checkbox"/>	Not Section 3	<input type="checkbox"/>	Section 3 Worker	<input type="checkbox"/>	Targeted Section 3 Worker
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This form was completed by the Resident/Worker Business/Contractor Representative

I affirm and hereby certify, under penalty of law, that the information completed within this document is true and accurate to the best of my knowledge and belief.

Name	
Signature	
Date	

Section 3 Worker Certification Form Instructions

Who should complete this form?

- Residents seeking status as Section 3 and preference for employment and training opportunities on CMHA projects
- Workers (or contractors on behalf of workers) working on CMHA projects to determine Section 3 status
- Workers employed by a business seeking Section 3 business certification

**The Section 3 Worker Certification Form is not to be required as a condition of employment and may be completed by the contractor or a worker.*

NAME

Enter the individual's first and last name. *For CMHA Projects: The contractor or the worker may complete this entry.*

ADDRESS

Enter the individual's street address. *For CMHA Projects: The contractor or the worker may complete this entry.*

CITY, COUNTY, STATE, ZIP CODE, TELEPHONE NUMBER, EMAIL

Enter the individual's city, county, state, zip code, telephone number, and email. *For CMHA Projects: The contractor or the worker may complete this entry.*

CONTRACTOR NAME

Enter the name of the contractor (the worker's employer). *The contractor should complete this entry.*

Is the contractor a Section 3 business? If yes, place a check next to Section 3 Business.

If the contractor is a Section 3 business (must be certified by CMHA), all workers employed by the contractor are Section 3 Workers AND Targeted Section 3 Workers.

HIRE DATE

Enter the date the worker was hired by the contractor. *The contractor should complete this entry.*

ANNUAL INCOME

Enter the annual income. *For CMHA Projects: The contractor or the worker may complete this entry. If completed by the contractor, the contractor certifies that the worker's income is based on the calculation of what the worker's wage rate would translate to if annualized on a full-time basis [§ 75.31 (1)(iv)].*

If the individual's selected income is currently or when hired within the past five years* was below the income limits established by HUD ([see Determining Section 3 Worker Status](#)), the individual is a Section 3 Worker.

YOUTHBUILD PARTICIPANT

The individual should complete this entry. *If the form is completed by the contractor, the worker should be asked this question to complete the entry.*

If the individual is a current participant or when hired within the past five years* was a participant, the individual is a Section 3 Worker AND a Targeted Section 3 Worker.

CMHA PUBLIC HOUSING RESIDENT

The individual may complete this entry, or the contractor may request certification of resident status from CMHA or ask the worker the question to complete the entry.

If the individual is a current CMHA public housing resident or when hired within the past five years* was a CMHA public housing resident **AND** is a Section 3 Worker, the individual is also a Targeted Section 3 Worker.

CMHA SECTION 8 RESIDENT

The individual may complete this entry, or the contractor may request certification of resident status from CMHA or the owner/property manager of the Section 8 property or ask the worker the question to complete the entry.

If the individual is a current CMHA Section 8 resident or when hired within the past five years* was a CMHA Section 8 resident **AND** is a Section 3 Worker, the individual is also a Targeted Section 3 Worker.

SECTION 3 STATUS

This entry may be completed by the CMHA staff, the contractor, or the individual.

FORM COMPLETED BY, NAME, SIGNATURE, DATE

These are required entries.

**HUD Section 3 implementing regulations found at 24 CFR Part 75 became effective November 30, 2020; as such, the five-year look-back period begins on this date and not before.*

NOTE: The employer must retain the Section 3 Worker Certification Form for five years from the date of signature. This completed form may be supplied by contractors on CMHA projects for up to five years from the date of signature.

Determining Section 3 Worker Status

DEFINITIONS	
Section 3 Worker	Targeted Section 3 Worker
<p>Any worker who currently fits or when hired within the past five years* fit at least one of the following categories, as documented:</p> <ul style="list-style-type: none"> ▪ A low- or very low-income resident (the worker’s income for the previous or annualized calendar year is below the income limits established by HUD); or ▪ Employed by a Section 3 business concern; or ▪ A YouthBuild participant 	<p>A Section 3 Worker:</p> <ul style="list-style-type: none"> ▪ Employed by a Section 3 business concern; or <p>Currently fits or when hired fit at least one of the following categories, as documented within the past five years*:</p> <ul style="list-style-type: none"> ▪ A resident of CMHA public housing or CMHA Section 8-assisted housing for which the public housing financial assistance is expended; or ▪ A resident of other CMHA public housing projects or Section 8-assisted housing managed by CMHA ▪ A YouthBuild Participant

*HUD Section 3 implementing regulations found at 24 CFR Part 75 became effective November 30, 2020; as such, the five-year look-back period begins on this date and not before.

INDIVIDUAL INCOME LIMIT

The individual or contractor may complete the annual income entry. If completed by the contractor, the contractor certifies that the worker’s income is based on the calculation of what the worker’s wage rate would translate to if annualized on a full-time basis [§ 75.31 (1)(iv)].

An individual’s income must be at or below limits established by HUD for an individual household size of one regardless of actual household size to be considered a Section 3 Worker based on income. To access HUD income limits, visit the link below and follow the steps to locate the limits **based on where the individual resides**.

<https://www.huduser.gov/portal/datasets/il.html>

- Select the most current year available.
- Click the link under Access Individual Income Limits Areas.
- Locate the state where the individual resides.
- Locate the county where the individual resides.
- Select View County Calculations.
- View income limits based on the household size of one.
- Fill in the dollar amounts on the chart below and review against the annual income entry.

FY 20_____ Income Limit Area	Income Limits Category	Income Limits
State: _____	Extremely Low Income (30%)	
County _____	Very Low Income (50%)	
	Low Income (80%)	

FY 2022 Income Limit Area	Income Limits Category	Income Limits
State: OHIO	Extremely Low Income (30%)	\$19,700
County: Delaware, Fairfield, Franklin, Licking, Madison, Morrow, Pickaway	Very Low Income (50%)	\$32,800
HUD Individual Income Limits effective April 18, 2022.	Low Income (80%)	\$52,500