CINCINNATI METROPOLITAN HOUSING AUTHORITY

SOLICITATION NUMBER 2019-8006

REQUEST FOR QUOTATIONS FOR SMALL PURCHASE

FOR

Transportation Services

DATE ISSUED	February 14, 2019
LAST DATE FOR QUESTIONS	Questions shall be submitted in writing no later than **4:00 PM** local time on ***February 20,* 2019** to procurement@cintimha.com.
PROPOSAL SUBMITTAL RETURN & DEADLINE	***February 28*, 2019 no later than 11:00 AM** local time to Cincinnati Metropolitan Housing Authority Attn: Procurement 1627 Western Avenue Cincinnati, Ohio 45214 Or by email to procurement@cintimha.com

CMHA Reserves the right to modify this schedule at its discretion. Notification of changes will be made available to all interested parties via an email and/or by posting on CMHA's website.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST AT THE DESIGNATED OFFICE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR. THE AUTHORITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE DELIVERY MANNER CHOSEN BY THE RESPONDENT OR CAUSED BY ANY OTHER OCCURRENCE.

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Table of Attachments		
Attachment	**Description**	**What to do with it**
A	**Scope of Work**	**Retain for your records**
B	**Fee Submission Form**	**Complete and return**
C	**General Terms and Conditions**	**Retain for your records**
D	**Section 3 Forms**	**Complete and return**
E	**Professional References**	**Complete and return**
F	**Contract Acceptance and Award**	***Complete and return***

1.0 REQUEST FOR QUOTATIONS FOR SMALL PURCHASE

Cincinnati Metropolitan Housing Authority (CMHA) hereby solicits and requests quotes from qualified contractors to provide *Transportation Services*. This request for quotation is not an offer to buy and should not be assumed as such. The award will be made to the most responsive, responsible contractor(s) who submits the most technically acceptable proposal and meets the overall criteria.

CMHA is a metropolitan housing authority organized and existing under Ohio Revised Code §3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulations under Title 2 and Title 24 of the Code of Federal Regulations.

CMHA reserves the right to award the contract to multiple Offerors.

It shall be clearly understood that all services requested in this RFq are on an "as needed basis" and that the values referred to in response to this RFq in no way constitute a guarantee of the level of effort that may be requested of the successful Offeror(s), or guarantee a certain value.

2.0 ECONOMIC INCLUSION

This request for quote is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Preferences may be given in accordance with 24 CFR 135 and the CMHA procurement policy.

Contractor shall utilize Section 3 residents as defined in the attached Section 3 forms to perform the requirements under this RFq to the greatest extent feasible and shall document such efforts quarterly. There is a 30% goal for hiring Section 3 residents on any contract(s) resulting from this RFq. Contractors will be evaluated on its performance at achieving this goal and such evaluation shall be a factor in future awards.

Any Section 3, MBE, SBE, or WBE qualified vendor should state specifically such status. Quotes from small business enterprises and minority business enterprises are encouraged.

For any questions related to economic inclusion, please email section3@cintimha.com.

3.0 ADDENDUM

All questions regarding the RFq and requirements must be submitted in writing to procurement@cintimha.com prior to the date on the cover page. Questions will be answered in an addendum that will be emailed to all companies on our proposers' list and/or posted to our website.

4.0 QUOTE FORMAT

All quotations should consist of, at a minimum:

A. A completed Fee Submission Form (Attachment B)
B. A list of references (Attachment D)
C. A summary of the company's :
    a. Relevant experience
    b. Roadside emergency procedures
    c. Equipment quality standards including a description of what remedy/compensation would be provided to CMHA should a vehicle be provided that falls below the required quality standards
    d. Customer complaint mitigation and escalation process for quality issues
    e. Cancellation policy
D. A list of the vehicles, including age, engine type and model, facilities, amenities, seating configuration, and typical usage.
E. Section 3 Business Preference Documentation (Attachment E)
F. Copies of licenses applicable to the scope of work of this RFq including a Federal Motor Carrier Safety Administration (FMCSA) authority to conduct for-hire transportation of passengers and own a motor coach or fleet.

5.0 AWARD CRITERIA

Award shall be made to the responsive and responsible contractor(s) that submits the best value to the Authority using price and other factors listed as determined by a committee of Authority employees.

The following evaluation criteria will be utilized to evaluate each proposal:

5 = Excellent
4 = Above Average
3 = Average
2 = Below Average
1 = Poor
0 = Non-Responsive

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NO	POINTS	WEIGHTED AVERAGE	FACTOR DESCRIPTION
1	**0-5**	**30%**	The **PROPOSED COSTS** to provide the services requested
2	**0-5**	**20%**	**Relevant Experience:** Firm's experience in the operation of projects of this or greater scope. The evaluation of this criterion will be based upon Attachment B – Professional References and the company's one-page description of the company's related experience. References should be applicable to the type of work requested in this solicitation.
3	**0-5**	**20%**	**Project Management Ability:** Project Manager and staff's expertise, include resumes of project manager and key staff who will be assigned work under this contract. Also considered will be: a. Relevant experience b. Roadside emergency procedures c. Equipment quality standards including a description of what remedy/compensation would be provided to CMHA should a vehicle be provided that falls below the required quality standards d. Cancellation policy e. A list of the vehicles, including age, engine type and model, facilities, amenities, seating configuration, and typical usage
4	**0-5**	**15%**	**Quality Plan:** Plan or procedure to monitor employees and subcontractor performance during the contract period. Method of scheduling service and procedures for maintaining level of service to include quality control and oversight. Also considered: Customer complaint mitigation and escalation process for quality issues
		85%	**Sub-Total Points (other than Economic Inclusion points)**

NO.	POINTS	FACTOR TYPE	FACTOR DESCRIPTION
5			**Economic Inclusion Participation:** A firm may qualify for Section 3 status as detailed within **Attachment D** and

			may also qualify as a DBE/MBE/WBE and SBE as certified by the City of Cincinnati, the State of Ohio MBE/WBE registration board and/or any other governmental certification entity.
5a	5 points	Section 3	Category I & II; or
5b	3 points		Category III & IV.
5c	10 points		Demonstrative Section 3 Action Plan
	15 points possible		**Maximum Economic Inclusion Points (Additional)**

	100 points	**Total Possible Points (Including Economic Inclusion Points)**

6.0 CONTRACT

The Authority will not execute a contract on the successful proposer's form of contract. See *Attachment C* for *Small Purchase General Terms and Conditions* and *Attachment F* for *Contract Acceptance and Award*. By submitting a response the successful proposer agrees to the terms in this RFq and the attachments.

All contract documents, including any contractor supplied agreements shall be reviewed by the Procurement Officer and Contracting Officer prior to execution. Please note that contracts are limited to $50,000.00 over the term of the contract. The term shall not exceed three years.

7.0 RIGHT TO REJECT QUOTES

CMHA reserves the right to reject any or all quotes, to waive technicalities, and to accept any quote deemed to be in its best interest. CMHA also reserves the right to seek additional or new quotes and to waive informalities and minor inequities in quotes received.

8.0 PUBLIC RECORD

All bids/proposals submitted to CMHA are subject to the Ohio Public Records Law (O.R.C. 149.43 and the Sunshine Act (5 USC 522(b) and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit one hard copy and one electronic copy of its proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.

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Attachment A: Scope of Work

1.0 SCOPE OF WORK (SOW); TECHNICAL SPECIFICATIONS (T/S):

CMHA is seeking quotes from qualified, licensed independent Contractor(s) with demonstrated professional competence and experience to provide transportation services by private owned carriers for both intrastate and interstate travel. Note that interstate travel will be limited to adjoining states only. From time to time, CMHA requires transportation services for employees, residents, and/or visitors. For example, transportation services in the past have been required for resident transportation to monthly meetings at the CMHA campus, property tours for employees or visitors, and transportation between seminars and the CMHA campus.

CMHA shall endeavor to ensure Contractor has a minimum of three (3) working days' notice for each trip request. However, there may be instances when less than three days is available.

CMHA reserves the right to create a "pool" of Contractor(s). The actual number of pool participants chosen will depend on the number of qualified quotes received and the vehicles offered by the Contractor(s).

1.1 EQUIPMENT:

1.1.1 Contractor may be requested to provide charter buses. Charter buses shall be at least equivalent to a 40' motor coach (may be greater) with a minimum seating capacity of 38 passengers (may be greater). School buses are not equivalent.

1.1.2 Contractor may be requested to provide charter vans. Charter vans should have a minimum seating capacity of 8 passengers (may be greater).

1.1.3 Contractor may be requested to provide charter cars for one or two persons.

1.1.4 Vehicles shall not be older than 15 years, without written approval of CMHA. Contractor is to provide a list by license plate number, vehicle identification number (VIN), size (length/width/height), passenger capacity, model year of vehicle, and make. Additionally, identify which vehicles include passenger seat belts. Seat belts are preferred but not required. Seat belts which are originally installed or installed after-market are acceptable. Identify which vehicles and number of vehicles that have seat belts (if any) in your vehicle list requested. Identify which vehicles have handicap accessibility features.

1.1.5 Contractor is to guarantee that the vehicle(s) is a non-smoking environment and smoke free.

1.1.6 Typically, service will be confined to Hamilton County, Ohio.

1.1.7 Typically, cargo will not be required for the service.

1.1.8 The Contractor must have sufficient fleet to compensate for mechanical breakdowns. Should mechanical breakdowns or accidents prevent continuation of trip with the original equipment, it shall be the Contractor's responsibility to provide alternate transportation and make every reasonable effort to maintain original schedule. The procedures in place for roadside emergencies may be requested for evaluation purposes. The Contractor's failure to provide procedures upon request may result in rejection of offer.

1.1.9 CMHA reserves the right to inspect and reject all vehicles used in executing this contract. Such inspection may include a review of state required maintenance records, safety equipment, tires, glass, general appearance and cleanliness, and any other area that could affect the safety and comfort of passengers. Material deficiencies shall result in a written cure notice or, at the determination of CMHA, may result in the immediate termination of the contract and/or reduction in the total contract price of up to twenty (20%) of the trip in question.

1.1.10 The vehicle provided for service on the confirmed date must:

-be well maintained and in good condition (not dented, scratched or damaged);
-be clean, have clean windows, and a clean interior that smells fresh;
-newer vehicles are preferred, but cannot be older than 15 years;
-have the required seating capacity and storage capacity;
-have operable parts and amenities such as heating and air conditioning.

Contractor is to describe their equipment quality standards and describe what remedy/compensation would be provided to CMHA should a vehicle be provided that falls below the required quality standards.

1.2 MAINTENANCE

1.2.1 The Contractor shall be solely responsible for and shall describe how they will comply with these requirements:

- the maintenance of its vehicle fleet in accordance with federal and state regulations;
- keeping all vehicles clean and sanitary in compliance with public safety and health regulations;
- its drivers keeping the vehicles clean and maintained while on trips

1.3 SERVICE LEVEL REQUIREMENTS:

1.3.1 Contractor is to describe their service level standards, customer service features, their plan to provide customer service, and describe what remedy/compensation would be provided to CMHA should service levels fall below these standards.

1.3.2 Contractor is to describe customer service training provided for all of their employees and their plan to provide exemplary customer service, and

describe what remedy/compensation would be provided to CMHA should exemplary customer service levels fall below these standards.

1.3.3 Contractor is to describe their customer complaint mitigation and escalation process for service level issues.

1.3.4 Contractor shall schedule vehicle(s) to arrive early enough to provide for approximately 20 minutes prior to departure time. Boarding and off-loading will take place mainly at CMHA's main campus at 1627 Western Avenue. CMHA will specify the location of boarding and off-loading at time of trip confirmation.

1.3.5 Barring unforeseen road conditions, vehicles should maintain "on-time" status at all times. Delays in the vehicle operation that are deemed to be the respondent or their employees' fault will be considered unacceptable and may be cause for reduction of the charter cost to CMHA and may put Contractor in default.

1.3.6 Passenger capacity and cargo capacity will be specified at the time of request.

1.3.7 It is the Contractor's responsibility to provide service ensuring on-time schedule performance. The Contractor shall make all reasonable efforts to ensure that any delay is as short as possible. Should substitute vehicle equipment be required, it must be equivalent to the required capacity and be able to meet the requirements of the scheduled trip. When and if schedule delays or equipment substitutions are necessary due to mechanical problems of the vehicle, the Contractor shall make every immediate effort to remedy the situation and communicate the remedy to the trip contact person, as well as to CMHA.

1.3.8 Contractor's administrative support staff, drivers and management shall at all times provide exemplary customer service and communicate in a professional manner with respect and courtesy given to all CMHA representatives.

1.3.9 The Contractor:

- Shall provide sufficient numbers and sets of fully qualified and licensed drivers as legally required to perform the work and duties as set forth under the contract;
- Shall not allow trip interruptions due to driver availability;
- Shall provide drivers who effectively communicate with the customer and can provide route and schedule assurance through proficiency with following driving directions, map reading and route planning tools currently available such as Global Positioning Satellite (GPS) or similar prior to the commencement of the trip and during the trip;
- Shall not be dependent upon customers for trip directions and/or navigation;

- Shall demonstrate exemplary customer service and professional conduct;
- Shall not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment.
- Shall not eat, drink, smoke, read (including road maps or trip itineraries), write in log books, wear a headset/listening device, send or receive text messages, or use a cell phone while operating the vehicle except in the event of a bona fide emergency. In all instances, drivers are expected to pull off the road before engaging in such activities.
- Shall not, under any circumstance, pick up any passengers during the trip that are not part of the CMHA approved travel group.
- Shall provide drivers who are properly licensed and trained on equipment to be operated. Drivers must be fluent in the English language.
- Shall ensure drivers have prior knowledge of the trip itinerary and have a route planned. If the vehicle is equipped with an installed radio communication system or GPS or other navigation system, Drivers trained in its safe operation may use such equipment in accordance with company policy. Drivers shall be knowledgeable of preventive measures to keep inclement weather from adversely affecting scheduled trip.

Any such unprofessional conduct demonstrated will be reported by CMHA and shall be immediately corrected by Contractor. Such conduct may result in contract default and termination.

1.3.10 Contractor shall describe their cancellation policy and any cancellation penalties when trips are cancelled by CMHA.

1.3.11 Conversely, CMHA reserves the right to assess the contractor damages should the Contractor fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages which may be assessed to the contractor shall be equal to the charges to be paid by CMHA for cancellation, plus any costs incurred by CMHA in obtaining an alternate carrier to include the difference in fees.

1.3.12 Contractor shall provide a brief trip report to CMHA within five (5) days of trip or at the time of invoicing, whichever comes first, stating any problems which occurred during the trip. This report should address service issues, vehicle performance, passenger conduct, emergencies (if any), quality or service problems for discussion with CMHA to determine if any remedy is required. The Report shall be provided to the Procurement Officer.

1.4 GENERAL REQUIREMENTS:

1.4.1 **Contractor** shall perform criminal history checks and drug screening tests on all prospective employees performing work under this RFq or coming onto a CMHA property and any resulting contract and provide summaries of the results to the Authority if requested. For the purposes of this section, the term "employees" includes contractor. Prospective employees whose criminal background check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual offenses or harm to persons or property shall not be employed to perform work under this RFq or any resulting contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the contractor. Any employee of the Contractor suspected of being under the influence of drugs and or alcohol will be reported to the Authority's Compliance and Safety Operations Department and/or other local law enforcement. If the employee is determined to be under the influence of drugs or alcohol in any form or manner, or believed by proper authority to be dealing in illicit sale of alcohol or drugs they will be removed and shall not be allowed to return to any job site on the Authority's property. The Contractor's contract may be suspended and/or terminated should such a situation occur or if the Contractor fails to submit results pursuant to this section.

1.4.2 Contractor(s) shall provide uniforms and ID Badges identifying Contractor for all employees working on CMHA's properties. No employees will be allowed on CMHA's properties out of uniform and without his/her ID badge on his/her person. Contractor(s) must submit a picture of the uniform and a sample of his/her ID badge if requested by CMHA.

1.4.3 Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by CMHA, Contractor shall immediately replace such personnel with an acceptable substitute to CMHA.

1.4.4 Contractor(s) shall inform CMHA Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

1.4.5 Fees: Contractor shall be responsible for providing a firm fixed charter rates pricing that includes, but is not limited to, all of the following:

1.4.5.1 Vehicle dispatch services, fuel and oil, scheduled and unscheduled repair and maintenance, all ground services including parking, handling, baggage, cargo, security screening and inspections;

1.4.5.2 All handling fees, navigation charges, customs, immigration, agriculture, and any related charges, including per-passenger fee, overtime charges, service charges of all types, customs duties on spare parts, and any fines or penalties imposed by government agencies;

1.4.5.3 All loss and damage claims for passenger injury, baggage and cargo;

1.4.5.4 All taxes, fees, passenger facility charges, security charges, and all charges normally assessed on a per-passenger basis or based on transportation revenue, which are imposed by any governmental authority, including but not limited to departure taxes, head tax, excise taxes, sales taxes, use or transnational taxes or fees imposed on the sale or use of any goods, services or facilities, including but not limited to federal, state, provincial, and local sales and use taxes, value added-taxes, and service fees;

1.4.5.5 Arrange and administer the positioning and repositioning of drivers;

1.4.5.6 Assure security ID for drivers, maintenance/operations personnel, and any other employees of the carrier, at bases of operations and layover points.

1.4.5.7 Payment of wages of all categories of charter employees shall be responsibility of contractor and therefore considered and built into the Charter Rates.

1.4.6 Invoices

1.4.6.1 Contractor shall not perform any services without a Purchase Order or a Purchase Order Number. If Contractor performs services without a Purchase Order, CMHA shall not be required to pay Contractor for those services or materials.

1.4.6.2 All invoices must have a valid PO number.

1.4.6.3 All Invoices must include the date and times in the description of the service. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to CMHA or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment.

1.4.6.4 All invoices must be submitted within two weeks for services performed with the exception that invoices for emergency services shall be submitted within 24 hours. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.

1.4.6.5 CMHA will *not* pay invoices until services are fully completed as scheduled.

1.4.7 Performance Standards

For each time the Contractor is late to arrive for a scheduled service or does not comply with the requirements of the contract, the Contractor's fee may be reduced 10% for that service.

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1.5 CONTRACTOR RESPONSIBILITIES:

1.5.1 The Contractor warrants that it will abide by all regulations, standards, and rules of Federal and State government agencies as applied to maintenance and operation of vehicle(s) used for transport. Contractor has at its own expense as a matter of standard business practice, verified that the operating carrier is duly licensed by the governing agencies, and as a result is obligated by law to maintain the vehicle(s) in good order and repair, document and assure that the replacement in or on said vehicle of any and all parts, equipment, appliances, instruments, or accessories which may be worn out, lost, destroyed, confiscated or rendered unfit for use. Contractor's other property, maintenance and repairs shall be properly documented, and in good repair and operating condition.

1.5.2 The contractor and its employees shall at all times represent themselves in a courteous and professional manner. All posted driving and speed regulations shall be observed.

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

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Attachment B: Contractor's Fee Submission Form

Provide the bus/van/vehicle information and fees below:

Vehicle Type (e.g., Bus, Van, etc.) and Manufacturer (WRITE IN)	Service and Firm, Fixed Fee			Year/ Model	# of Seats	Handicap-ped access (Yes/No)
	Minimum trip charge*	The cost for each hour of service authorized by CMHA (including the minimum trip charge).	The cost associated with canceled services.			
	$_____	$_____	$_____			
	$_____	$_____	$_____			
	$_____	$_____	$_____			
	$_____	$_____	$_____			
	$_____	$_____	$_____			
	$_____	$_____	$_____			
	$_____	$_____	$_____			

* The cost should include furnishing the bus, driver, fuel, materials, and equipment necessary to provide the bus transportation services as required by RFq 2019-8006 and no additional compensation will be allowed.

COMMENTS ON FEES (ABOVE TABLE):

_____

_____

_____

Offerors shall provide a list of all drivers employed under a potential contract. Any driver(s) not listed may not be used until approved by CMHA Procurement.

DRIVER CERTIFICATIONS		
Name	**Ohio Drivers License #**	**Expiration Date**

Notes and Exclusions:

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DISCOUNT OFFERED FOR EARLY PAYMENT: _____ % if invoice paid within ____ days of properly submitted invoice as stated in the RFq.

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this 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 Authority discovers that any information entered herein to be false, such shall entitle the Authority to not consider or make award or to cancel any award with the undersigned party. Pursuant to all RFq Documents including attachments, this Fee Submission Form, and pursuant to all Documents submitted, the undersigned proposes to supply the Authority with the services and/or products described herein for the fee(s) submitted pertaining to this RFq.

Date: _____, 2019

Company: _____

Address: _____

City, State, Zip _____

Phone: _____ Email: _____

By: _____
(Signature of Offerer)

By: _____ Title: _____
(Print Name)

Fed Tax ID: _____

ATTACHMENT C:
SMALL PURCHASE CONTRACT GENERAL TERMS AND CONDITIONS

1. ORDER OF PRECEDENCE

The term "Contract Documents" shall include the documents listed in this Provision. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to provide for the entire agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be:

a) Applicable Federal and State of Ohio statutes and regulations
b) Form HUD-5370-C General Conditions for Non-Construction Contracts, Section II (With Maintenance Work)
c) The Contract Acceptance and Award including Attachments
d) Contractor's Response subject to any limitations set forth in this Agreement
e) Contractor form of Agreement, if applicable
f) Other Documents incorporated by reference (if applicable)

2. INDEMNIFICATION

Contractor hereby agrees to protect, defend, indemnify and hold harmless CMHA, its officers, employees, agents, and Board of Commissions from and against all losses, liabilities and any and all claims of whatever kind, nature or description which may be asserted or claimed against CMHA indemnities which arise from any act or omission of Contractor, its subcontractors, directors, officers and employees or results from any breach or violation by Contractor, its directors, officers, or employees. Contractor agrees, at its own expense, to pay the full cost thereof, including attorney's fees, if any, incurred by CMHA in defending any claim and shall pay any judgment rendered, with respect to the subject of the indemnity contained herein as well as any allegation of libel, slander, invasion of privacy, any failure to obtain any necessary release, permission or clearance, or any other cause of action or claim arising out of materials and elements provided for by Contractor under this Contract. Contractor will be liable, at all times, for damages or destruction of Contractor's equipment and materials, regardless of how such damage occurs. CMHA will be under no liability to reimburse Contractor for any such loss. If Contractor insures its equipment and material against physical loss of damage, then Contractor agrees to secure, if required in such insurance, a waiver of subrogation in favor of CMHA.

3. INSURANCE REQUIREMENTS

Contractor shall obtain and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

a) Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.

b) Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

    a. $1,000,000 each occurrence;
    b. $1,000,000 general aggregate;
    c. $ N/A products and completed operations aggregate; and
    d. $50,000 damage to premises and fire damage; and
    e. $5,000 medical expenses for any one person.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CMHA a certificate of insurance showing compliance with this provision.

c) Professional liability and/or "errors and omissions" coverage with minimum limits as follows:

a. $1,000,000 each occurrence;
b. $1,000,000 general aggregate.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CMHA a certificate of insurance showing compliance with this provision. This coverage is required for vendors who render observational services to the Authority such as appraisers, inspectors, attorneys, engineers, or consultants. Additional insured endorsement and waiver of subrogation endorsement are not applicable and do not need to be added. Additionally, CMHA does not need to be listed as a certificate holder.

d) Automobile Liability Insurance with CMHA named as an additional insured with minimum limits as follows:
   a. $1,000,000 combined single limit;
   b. $50,000/$100,000 for vehicles utilized during the contract when not owned by the Contractor;
   c. $5,000 medical pay.

CMHA shall be named as additional insured on the Commercial General Liability Insurance policy. Coverage required of this Contract will be primary over any insurance or self-insurance carried by CMHA.

The Insurance shall contain provisions preventing cancellation or non-renewal without at least 30 day's notice to CMHA and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against CMHA, its office, agents, employees or Board of Commissioners.

Contractor shall provide certificates evidencing such coverage as required by this Contract to CMHA upon execution of this Contract and annually thereafter evidencing renewals thereof. At any time during the term of this Contract, CMHA may request, in writing, and the Contractor shall thereupon within 10 days supply to CMHA evidence satisfactory of compliance with the provision of this section.

4. GOVERNING LAW

This Contract must be governed and construed exclusively by its terms and by the laws of the State of Ohio and any suit filed to enforce any term of this Contract shall be filed only in a court of competent jurisdiction in Hamilton County, Ohio.

5. ASSIGNABILITY

The rights and obligations of Contractor are personal and may be performed only by Contractor. Contractor shall not assign any interest rights or obligations under this Contract without prior written consent of CMHA. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6. SEVERABILITY

If any provision of this Contract is determined by a court having jurisdiction to be unenforceable to any extent, the rest of the provisions of this Contract will remain enforceable to the fullest extent permitted by law.

7. FORCE MAJEUR

Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

8. AMENDMENTS/MODIFICATIONS

Any amendments or modifications of this Contract must be made in writing and signed by all Parties.

9. WAIVERS

If either party does not seek compensation for breach or insist upon strict performance of any provision of this Contract, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision.

10. HEADINGS

The headings, titles, and captions in this Contract are inserted for convenience only and are in no way intended to describe, interpret, define, prioritize or limit the scope, extent, or intent of this Contract or any provision herein.

11. NONDISCRIMINATION

During the performance of this Contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

Further, Contractor agrees to both of the following:

a) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

b) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

12. PRIVACY

Any Personal information collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure that its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without express written consent of CMHA or otherwise required by law. Contractor agrees to indemnify and hold harmless CMHA for any damages related to Contractor's unauthorized use of personal information.

13. PUBLICITY

Contractor agrees to submit to CMHA all advertising and publicity related matter relating to this Contract wherein CMHA's name is mentioned or language used from which the connection of CMHA's name may, in CMHA's judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of CMHA.

14. CONFLICTS OF INTEREST

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 with regard to this contract.

The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer.

15. CONTRACTOR'S STATUS

It is understood that the Contractor is an independent contractor and is not to be considered an employee of CMHA, or assume any right, privilege or duties of an employee.

16. LIENS

The Contractor is prohibited from placing a lien on CMHA's property. This prohibition shall apply to all subcontractors.

17. WARRANTIES

Contractor warrants that its services and materials provided will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar service and such services and materials shall be provided in accordance with generally accepted industry standards. At all times Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this Contract.

18. IDENTIFICATION

CMHA may provide ID Badges for all contractors working on CMHA Properties. Employees of the Contractor may be prohibited from entering CMHA property without proper identification.

19. EXECUTIVE REVIEW

This Contract shall be subject to the written approval of CMHA's authorized representative and shall not be binding until so approved.

20. COMPENSATION AND PAYMENT

CMHA will pay Contractor within approximately 30 days of receipt of properly completed invoices or acceptance of deliverable, whichever is later. If a performance standard is not met, the invoice must reflect the appropriate deduction(s).

a) Contractor shall not perform any services without a Purchase Order or a Purchase Order Number. If Contractor performs services without a Purchase Order or with a Purchase Order with an insufficient balance to cover the services, CMHA shall not be required to pay Contractor for those services or materials.

b) All invoices must have a valid PO number.

c) All Invoices must include the date service was provided in the description of the service. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to CMHA or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment.

d) All invoices must be submitted within 14 days for services performed. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.

e) CMHA will not pay invoices until services are fully completed as scheduled.

f) Payment shall be contingent upon review and acceptance of the Contractor's Deliverables by CMHA. CMHA may, in its sole discretion, withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

g) Invoices shall be sent to Finance, 1635 Western Ave., Cincinnati, OH 45214 or accountspayable@cintimha.com or to touchstoneap@cintimha.com

h) For services provided at a CMHA property, Contractor(s) shall only invoice CMHA for the time spent on the property. CMHA shall not pay for time spent in route or traveling to acquire parts/supplies.

Where union agreements require that technicians be paid from when they leave home for emergency work, CMHA will pay for travel time not to exceed thirty minutes. It is the responsibility of the technician and/or contractor to correctly track and document the time in an accurate invoice to CMHA.

Invoices shall show arrival and departure times to and from the property of all Contactors and employees responding for service.

Contractor(s) shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, CMHA reserves the right to only pay for customary trade practices.

CMHA shall not be responsible for trip charges and/or service charges.

21. CRIMINAL HISTORY CHECKS AND DRUG SCREENING TESTS

Contractor shall perform criminal history checks and drug screening tests on all prospective employees performing work under this contract and provide summaries of the results to CMHA upon request, at the sole expense of the Contractor. For the purposes of this section, the term "employees" includes contractor. Prospective employees whose criminal history check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual assault or harm to persons or property will not be employed to perform work under this contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the contractor. Any employee of the Contractor suspected of being under the influence of drugs and or alcohol will be reported to the Authority's Compliance and Safety Operations Department and/or other local law enforcement. If the employee is determined to be under the influence of drugs or alcohol in any form or manner, or believed by proper authority to be dealing in illicit sale of alcohol or drugs they will be removed and shall not be allowed to return to any job site on the Authority's property. The Contractor's contract may be suspended and/or terminated should such a situation occur or if the Contractor fails to submit results pursuant to this section.

Local union drug testing cards are acceptable as long as the strictest of the requirements of this RFP and local union requirements are met. However, the Contractor remains responsible for monitoring that drug testing is being completed and ensuring acceptable results.

22. INVOICE REVIEWS

CMHA reserves the right to review invoices for parts. Contractor shall provide invoices for parts within three (3) days of request by CMHA. Failure to provide invoices may result in withholding of payment for such parts.

23. TRASH DISPOSAL

Contractor shall legally dispose of all litter, trash and debris accumulated as a result of the services under this contract at an offsite location. The use of CMHA dumpsters or trash receptacles is strictly prohibited.

24. SAFETY

Contractor (including any and all contract or subcontract employees, etc. incidental to this contract) is to be cognizant of safety at all times and take necessary safety precautions, so as not to cause harm to any persons or property while performing service or while on site. Extreme care shall be maintained around pedestrians and personal belongings.

a) The contractor and its employees shall at all times represent themselves in a courteous and professional manner. All posted driving and speed regulations shall be observed.

b) The contractor shall be responsible for notifying CMHA immediately of any damages (i.e. fire, container leaking) deemed to be a health or safety hazard whether the damage is caused by the contractor or other means.

25. DAMAGE

Contractor shall repair or replace, at the contractor's expense, any and all items damaged or destroyed due to contractor's negligence.

26. CHANGE IN PERSONNEL

CMHA shall retain the right to demand and receive a change in personnel assigned to the work if CMHA believes that such change is in the best interest of CMHA and the completion of the contracted work.

Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by CMHA, Contractor shall immediately replace such personnel with an acceptable substitute to CMHA.

Contractor(s) shall inform CMHA Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

Unauthorized Sub-Contracting Prohibited: The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this contract if awarded (including, but not limited to, selling or transferring the contract) without the prior written consent of the PO. Any purported assignment of interest or delegation of duty, without the prior written consent of the PO shall be void and may result in the cancellation of the contract with the Authority, 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 PO.

27. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS.

CMHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

28. ENERGY EFFICIENCY

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

29. CONSERVATION OF UTILITIES

The Contractor shall practice utility conservation in all CMHA facilities. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

- Lights shall be used only in areas where and when work is actually being performed.
- Water faucets or valves shall be turned off after the required usage has been accomplished.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by Contractor's employees.

30. PROCUREMENT OF RECOVERED MATERIALS

a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

31. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

CMHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, drawings or letters concerning the research and reporting tasks of this Contract. For data other than computer software, the Contractor grants to CMHA and others acting on its behalf, a paid-up, nonexclusive, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of CMHA.

Rights in data is clarified by 2 CFR 200.315, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (F), and 37 CFR Part 401. Rights in Data refer to data and records which are the products produced under the contract and the only part in which CMHA has ownership rights. CMHA does not have rights in the existing software systems of the contractor.

32. TERMINATION FOR CAUSE AND FOR CONVENIENCE

a) CMHA may terminate this contract in whole, or from time to time in part, for CMHA's convenience, whenever CMHA determines that such termination is in its best interest, or the failure of the Contractor to fulfill the contract obligations (cause/default). CMHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent to which the performance of the work under this Contract is terminated, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to CMHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

b) If the termination is for the convenience of CMHA or when CMHA determined that such termination is in its best interest, CMHA shall be liable only for payment for services rendered before the effective date of the termination.

c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), CMHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by CMHA, any work described in the Notice of Termination including but not limited to all information, reports, papers, and other materials accumulated or generated in performing his contract whether completed or in progress; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by CMHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by CMHA by the Contractor. In the event of termination for cause/default, CMHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

If after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of CMHA.

33. PATENT RIGHTS

Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

CMHA

Prospective Business Vendor:

Enclosed, you will find a variety of forms regarding Section 3 (Housing & Urban Development Opportunities Act of 1968, as amended). Please complete and attach the Section 3 forms with your bid submission. ***Failure to submit the appropriate forms may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive***

Anyone claiming to be a Section 3 Business Concern shall be required, as set forth by procedure, to provide evidence of such status. Section 3 Business Concerns claiming Section 3 Preference status must meet that status at the time the bid, quote or proposal is submitted to CMHA.

Section 3 Required Forms:

1) Section 3 Assurance of Compliance & Section 3 Clause
2) Section 3 Action Plan
3) Section 3 Business Concern Certification Form **(Optional)**
4) Preference Category Acknowledgement S3 Residents
5) Preference Category Acknowledgement S3 Business Concerns

If you need any assistance or help regarding Section 3, feel free to contact us. We look forward to assisting you with Section 3 implementation.

Sincerely,

Jacquetta Brown

Jacquetta Brown
Economic Inclusion Coordinator
(513) 977-5863
Jacquetta.Brown@cintimha.com
Section3@cintimha.com

CMHA
Section 3 Assurance of Compliance Form

Training, Employment, and Contracting Opportunities for Section 3 Residents and Section 3 Business Concerns

A. The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the *greatest extent feasible*, *newly created opportunities* that are generated by the awarding of this contract be given to:

- Section 3 Residents (30% minimum goal of new hires) upon their qualifications.
- Section 3 Business Concerns (10% of total construction subcontracting dollar amount awarded – based upon their qualifications).
- Section 3 Business Concerns (3% of total non-construction subcontracting dollar amount awarded- based upon their qualifications).

B. Notwithstanding any other provision of this contract, the applicant shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are not limited to development and implementation of a Section 3 Action Plan/Strategy for utilizing Section 3 Business Concerns; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The applicant and recipient agency, certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application of this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant, its contractors and subcontractors, its successors, and assigns to the sanctions specified by the contract, and to such sanctions as are specified by 24 CFR Section 135.

Applicant: _____

Signature: _____

Address: _____

Date: _____

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the CMHA, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further CMHA contracts for a period of one to three years.

CMHA

Contractor
Section 3 Action Plan Submission

The Section 3 Action Plan is a requirement for contracting opportunities with CMHA. The Section 3 Action Plan must indicate/describe the proposed strategies for achieving the Section 3 training and/or employment goals, and subcontracting numerical goals, when and if **newly created opportunities** are generated upon awarding of contracts. ***Failure to submit the Section 3 Action plan may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive.***

Please review the Section 3 Action Plan information attached. ***All Sections need to be completed and signed***. This information will help to assist you in formulating your Section 3 Action Plan. You will need to address each question and check the appropriate boxes in regards to how your company will strive to achieve Section 3 Compliance to the "**greatest extent feasible**".

Please identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training, employment and/or contracting goals:

Name(s): _____

Contact Info: _____

Title(s): _____

Section 3 Hiring/Training Opportunity Strategies

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and hire Section 3 Residents when new hiring/training opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.** Your acknowledgement is still needed, so please check accordingly.

The Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator.

****Commit that when new workers are hired by the company and/or subcontractors as a result of the contract, 30% of those hired will be Section 3 Residents.**

****Contact the CMHA Section 3 Compliance Coordinator regarding new hiring and training opportunities.**

****Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all hiring and training opportunities.**

****Post notice (placards) at the worksite where the work is being done, indicating any new hiring and training opportunities**

Facilitate or co-facilitate Hiring Halls within close proximity to where the work is being done for Section 3 Residents.

Contact/Meet with Resident Associations informing them of new training and hiring opportunities.

Advertise new training and hiring opportunities in community and diversity newspapers/websites.

Sponsor or participate in job informational meetings or job fairs in the neighborhood or service area of the Section 3 covered project.

Establish an internal training program (pre-apprenticeship) that is consistent with Dept. of Labor requirements to provide Section 3 Residents with the opportunity to learn skills and job requirements.

Distribute flyers to CMHA owned sites indicating the number and types of jobs that will be offered with contact information.

Maintain a file of eligible qualified Section 3 Residents for future employment opportunities.

Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific number of Section 3 Residents to be trained and/or employed during the contract.

Other:

_____

_____

Note: You are required to the provide opportunities to "the greatest extent feasible" in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

Signature: _____ *Date:* _____

Section 3 Subcontracting Opportunity Strategies

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and contract with Section 3 Business Concerns when new subcontracting opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.** Your acknowledgement is still needed, so please check accordingly.

The Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator.

****Commit that when subcontracting occurs, 10% of the total dollar amount subcontracted out by the company and/or by subcontractors will go to Section 3 Business Concerns.**

****Contact the CMHA Section 3 Compliance Coordinator regarding all new subcontracting opportunities.**

****Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all subcontracting opportunities.**

Advertise new contracting opportunities in community and diversity newspapers/websites.

Maintain a file of eligible qualified Section 3 Business Concerns for future contracting opportunities.

Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific amount of work to be contracted with Section 3 Business Concern(s) during the contract.

Sponsor or participate in minority, women, small business expositions and or conferences in the Cincinnati, Ohio area to network and promote contracting opportunities with Section 3 Business Concerns.

Outreach to business assistance agencies, minority contracting associations, community organizations, to network and promote contracting opportunities with Section 3 Business Concerns.

Contact/Meet with Resident Associations informing them of new contracting opportunities.

Outreach to trade/labor organizations to network and promote contracting opportunities with Section 3 Business Concerns.

Host/Facilitate workshops geared to Section 3 Business concerns on contracting procedures and opportunities.

Become an active mentor to Section 3 Business Concerns.

Other:

_____

_____

Note: You are required to the provide opportunities to "the greatest extent feasible" in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

Signature: _____ *Date:* _____

Cincinnati Metropolitan Housing Authority
CERTIFICATION FOR PREFERENCE
AS A SECTION 3 BUSINESS CONCERN

Name of Business_____

Contact Person_____

Address/Zip_____

Phone_____Fax_____Email_____

Type of Business: ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture ☐LLC
(please attach supporting documentations)

I understand that my contract with Cincinnati Metropolitan Housing Authority is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended AND to the Section 3 Action Plan that I will submit for this project.

I certify that the firm of _____(company's name) is applying to become a bonafide Section 3 business concern, and that it will meet the following definition of a Section 3 business concern (check at least one of the following):

☐ Category 1

Business concerns that are 51 percent or more owned by residents of CMHA housing or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of CMHA Residents as employees.

☐ Category 2

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

☐ Category 3

HUD Youthbuild programs being carried out in the metropolitan area (or Nonmetropolitan County) in which the section 3 covered assistance is expended.

☐ Category 4

Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent of employees who meet the low-income guidelines and live in the CMHA covered assistance area; or businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the total dollar award of all subcontracts to be awarded to Section 3 business concerns.

☐ Business wishes to forgo Section 3 preferences in the awarding of the contract, but is still responsible for meeting Section 3 compliance.

Note: If you certify above that your business is a Section 3 Business, and you qualify for award of the contract based on the preference given to section 3 businesses and described in the solicitation, CMHA may request additional documentation and information as needed. If you have any questions about this form, please call Jacquetta Brown, at **(513) 977-5683, or send email to Section3@Cintimha.com.**
"I hereby certify the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to punishment under the law."

Signature of Chief Executive Officer_____

Date _____

Cincinnati Metropolitan Housing Authority

Section 3 Preference Categories: Section 3 Residents

CMHA's preference is to ensure as many CMHA residents as possible are employed. In an effort to further that goal, CMHA has created the following preference priority category structure for Section 3 Residents (Reference 24 CFR Part 135.34). Vendors are asked to comply with this priority preference to the greatest extent feasible. If the vendor cannot meet its Section 3 goal in this manner and needs to move onward to the next category, the vendor should document this inability to comply with the preference priority and the need to move onward to other categories.

Section 3 Resident Preference Priority Categories

- Category 1-Section 3 Resident Priority Definition:
  CMHA Public Housing Residents of the housing development or developments for which the section 3 covered assistance is expended;

- Category 2-Section 3 Resident Priority Definition:
  Residents of other housing developments managed by CMHA which is expending the section 3 covered housing assistance;

- Category 3-Section 3 Resident Priority Definition:
  Participants in HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the section 3 covered assistance is expended;

- Category 4-Section 3 Resident Priority Definition:
  Other Section 3 Residents who qualify under the low-income guidelines of HUD.

Signature: _____ Date: _____
Company Representative

Cincinnati Metropolitan Housing Authority

Section 3 Preference Categories: Business Concerns

CMHA's preference is to ensure as many Section 3 Business Concerns as possible are afforded opportunities by contracting and/or subcontracting. In an effort to further our goal, CMHA has adopted the following preference priority category structure for Section 3 Business Concerns (Reference 24 CFR Part 135.36). Vendors are asked to comply with this priority preference to the greatest extent feasible. If the vendor cannot meet its Section 3 goal in this manner and needs to move onward to the next category, the vendor should document this inability to comply with the preference priority and the need to move onward to other categories. Vendors will receive a Section 3 Business Concern listing.

Section 3 Business Concern Preference Priority Categories:

- Category 1-Section 3 Business Concern Priority Definition:

Business concerns that are 51 percent or more owned by CMHA residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

- Category 2-Section 3 Business Concern Priority Definition:

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by CMHA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

- Category 3-Section 3 Business Concern Priority Definition:

HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended.

- Category 4-Section 3 Business Concern Priority Definition:

Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent section 3 residents; or that subcontract in excess of 25 percent of the total amount of subcontracts to section 3 business concerns.

Signature: _____ Date: _____
Company Representative

Attachment E: Professional References

CMHA must be referenced if previous work has been provided to the Authority
References should be relevant to the scope of work of this solicitation.

1	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	
2	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	
3	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	
4	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	
5	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	

CINCINNATI METROPOLITAN HOUSING AUTHORITY

CONTRACT ACCEPTANCE AND AWARD

FOR

2019-8006 TRANSPORTATION SERVICES

Note: The vendor should complete the vendor authorized signatures as part of the solicitation response. If the vendor is awarded a contract, then the bottom portion of this form will be completed by CMHA and sent to the vendor.

Vendor

Full legal name: _____

(Note: Full legal name should match the name registered with the Secretary of State or should be the owner's name followed by dba then the business name.)

I acknowledge receipt of this form which will become the contract if I am awarded and the following exhibits which are incorporated herein.

Attachment	**Contractor's signature**
Attachment A: Statement of Work	
Attachment B: Fee Submission Form	
Attachment C: Small Purchase Contract Terms and Conditions	

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the fees proposed. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and that the company is qualified and authorized to perform all services as set forth.

Further, by completing and submitting this form and the response, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this RFq as issued by CMHA. Upon issuance of award to proposer, CMHA is accepting Contractor's offer contained in the submittal. No other contractual documents will be necessary or accepted. The Contract commences upon CMHA's signature and issuance of Award on this form. Pursuant to this Contract Acceptance and Award including attachments, and pursuant to all Documents submitted, the undersigned proposes to supply the Authority with the services described herein for the fee(s) submitted pertaining to this RFq.

Date: _____, 2019

Company: _____

By: _____
(Authorized Signature)

By: _____ Title: _____
(Print Name)

Award by CMHA

Term of Contract _____ to _____

Unless otherwise stated, this contract is good for a period of one year with an option to renew annually for an additional two years at CMHA's sole discretion. However, the contract shall not exceed $50,000.

_____
Cincinnati Metropolitan Housing Authority

Date: _____