

QUOTE PACKET

For Solicitation

ATTENTION: ELECTRONIC PROPOSALS MUST BE SUBMITTED TO PROCUREMENT@CINTIMHA.COM AND DREW.KENDALL@CINTIMHA.COM. THE EMAIL TITLE MUST HAVE THE SOLICITATION NUMBER AND NAME (TP25-1832, WELDING SERVICES) AND THE VENDOR NAME IN THE SUBJECT LINE.

IF YOU DO NOT RECEIVE PROCUREMENT ACKNOWLEDGEMENT OF YOUR PROPOSAL WITHIN 24 HOURS OF SUBMISSION. PLEASE EMAIL PROCUREMENT AND DREW KENDALL TO CONFIRM RECEIPT.

Submitted by

Company Name: _____



QUOTE PACKET CHECKLIST

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the quote packet. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the quote submittal submitted by the proposer.

X=ITEM INCLUDED	SUBMITTAL ITEMS
	Section 3 Business Preference Documentation
	Proof of Insurance and Licensing
	Professional References and Experience Summary
	Contract Award and Acceptance Form
	Fee Submission Form

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 Ohio, or any local government agency within or without the State of Ohio? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

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

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 Authority or any person interested in the proposed contract; and that all statements in said proposal are true.

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this quote 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. Further, by completing and submitting the quote, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the



Authority, either in hard copy or on the noted Internet System. Upon issuance of award to proposer, CMHA is accepting Contractor's offer contained in the quote submittal and Best and Final Offer (if applicable). No other contractual documents will be necessary or accepted unless specifically expressed in the Contract Acceptance and Award. Pursuant to all QSP Documents and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Authority with the services described herein for the fee(s) submitted pertaining to this QSP.

Signature

Date

Printed Name

Company**E-mail**

Phone



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 Certification for Preference
- 4) Preference Category Acknowledgement S3 Residents

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.

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 Workers upon their qualifications. 25% or more of all labor hours worked by all workers employed with PHA financial assistance must be Section 3 workers.
 - 5% or more of all labor hours worked by all workers employed with PHA financial assistance must be Targeted Section 3 workers.
- 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 75, 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 75.9 and 75.17 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 75, 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 75.

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 75, 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 75 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 75, 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 75. 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 75.
- 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 75.9 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.9
- F. Noncompliance with HUD's regulations in 24 CFR part 75 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.



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 Employment/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 Workers and Targeted Section 3 Workers when new hiring/training opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.** Your acknowledgment 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 the company and/or subcontractors as a result of the contract, 25% of the labor hours will be Section 3 Workers.**

****☐Contact the CMHA Section 3 Compliance Coordinator regarding employment and training opportunities.**

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

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

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

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

☐ Advertise new training and employment 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 Workers and Targeted Section 3 Workers 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 Workers and Tageted Section 3 Workers 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 and Targeted Section 3 Workers 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 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 Section 3
CERTIFICATION FOR PREFERENCE**

Please note that a 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 submitted with the proposal for this project.

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture ☐ LLC ☐ MBE ☐ WBE
(check all that apply)

Business Name: _____

Contact Person: _____ Phone: _____ Email: _____

You self-certify that your business is, documented within the last six months a Section 3 Business Concern based on one of the below eligibility criteria's. (Check the one that qualifies your business):

- ☐ Category 1
51 percent or more owned and controlled by low- or very low-income persons (based on household income under HUD-income limits); **or**
- ☐ Category 2
75 percent or more of the business labor hours to perform the business are performed by low-very low income persons; **or**
- ☐ Category 3
51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.

OR

☐ My business does not meet the Section 3 eligibility criteria and wishes to forgo Section 3 preferences in the awarding of this contract, but understand that we are still responsible for meeting Section 3 compliance.

"I hereby certify that the information provided on this form is true and correct, and understand any falsification of any of the information could subject me to punishment under the law."

Signature _____ Date _____
Authorized Signer

Title: _____

If you would like more information or to register your business in the Section 3 program, please send an email to Section3@Cintimha.com.

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-or very-low income residents in connection with projects and activities in their neighborhoods.

Proof of Insurance and Licensing

Attach proof of insurance coverage as required by the Terms and Conditions (re-stated below) and any licenses required for the scope of work.

12. Insurance: Contractor shall obtain and maintain during the performance under this Agreement the following insurance and the amount of such coverage shall be in an amount to cover all indemnity obligations and shall include, but not necessarily be limited to, the following:

12.1. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than: \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$50,000 damage to premises and fire damage; and \$5,000 medical expenses for any one person.

12.1.1. The Authority and its affiliates must be named as an Additional Insured and as the Certificate Holder.

12.1.2. Commercial General Liability Insurance shall cover premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability.

12.1.3. 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.

12.2. Professional liability and/or “errors and omissions” coverage with a limit not less than \$1,000,000.

12.2.1. This is required for vendors who render observational services to the Authority such as appraisers, inspectors, attorneys, engineers, or consultants.

12.2.2. The coverage shall be not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate.

12.2.3. The Authority and its affiliates must be named as an Additional Insured and be a Certificate Holder.

12.2.4. 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.

12.3. Automobile Liability Insurance with CMHA named as an additional insured and as the Certificate Holder with minimum limits as follows: \$1,000,000 combined single limit; \$50,000/\$100,000 for vehicles utilized during the contract if such vehicles are not owned by the Contractor or any agent, owner, or employee of the Contractor (i.e., rental vehicles); \$5,000 medical pay.

- 12.3.1.** This is required of any contractor who will be doing hands on work at the Authority properties.
- 12.4. 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.
 - 12.4.1.** Worker's Compensation is required for any contractor made up of more than one person.
 - 12.4.2.** Employer's Liability Insurance must cover all of Contractor's employees acting within the course and scope of this Contract. Employer's Liability limit is \$500,000 bodily injury for each accident, \$500,000 bodily injury by disease for each employee, and \$500,000 bodily injury disease aggregate. The Authority and its affiliates must be a Certificate Holder.
- 12.5.** Excess Liability Insurance (Umbrella Policy): may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 12.6.** The coverages provided to CMHA shall be primary and not contributing to or in excess of any existing CMHA insurance coverages.
- 12.7.** The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days' 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.
- 12.8.** Contractor shall provide certificates evidencing the coverage required under this Provision of this Agreement to CMHA upon execution of this Agreement and annually thereafter evidencing renewals thereof. At any time during the term of this Agreement, 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.
 - 12.8.1.** The Contract may be terminated if the insurance lapses.
- 12.9.** Provide evidence of deductibles. If awarded a contract, CMHA may require lower deductibles depending on the risk to the Agency.
- 12.10.** Coverage required of this Contract will be primary over any insurance or self-insurance carried by CMHA.



Professional References and Experience Summary

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	

Experience Summary

Please provide a response to the technical questions as requested in the QSP document.

Answer in the space below or attach a response to your quote submittal.

TOUCHSTONE PROPERTY SERVICES, INC.

CONTRACT ACCEPTANCE AND AWARD

FOR

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 TPS and sent to the vendor.

Vendor

Full business legal name: _____

(Note: Full business 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
Statement of Work	
Fee Submission Form	
Contract Terms and Conditions	
Section 3 Forms	
Addendum ____ Dated _____	
Addendum ____ Dated _____	
Addendum ____ Dated _____	
Addendum ____ Dated _____	
Addendum ____ Dated _____	

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 QSP as issued by TPS. Upon issuance of award to proposer, TPS is accepting Contractor's offer contained in the submittal. No other contractual documents will be necessary or accepted. The Contract commences upon TPS'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 TPS with the services described herein for the fee(s) submitted pertaining to this QSP.

Date: _____

Company: _____

By: _____
(Authorized Signature)

By: _____ Title: _____
(Print Name)

Term of Contract _____ to _____

Unless otherwise stated, this contract is good for a period of three years. However, the contract shall not exceed \$75,000.

Touchstone Property Services, Inc.

Date: _____

QSP TP25-1832
Welding Services



Attachment B: Contractor's Fee Submission Form

The fees shall be a firm fixed price inclusive of all elements required to deliver the services, including but not limited to: employee costs and benefits, clerical support, supplies, materials, licensing, insurance, travel, fuel surcharges, franchise fees, etc. Please note that such cost is inclusive of all elements required to provide these services as specified herein and each fee proposed shall be fully "burdened" with profit and overhead costs.

Labor Title	Firm Fixed Fee per Hour
Welding Services	\$

Additional Services

Provide a firm fixed hourly rate for related services

Name/Position	Firm Fixed Hourly Rate
	\$ _____
	\$ _____
	\$ _____
	\$ _____

PARTS/SUPPLIES AND MATERIALS (not provided by TPS Warehouse)

Description	Percentage added to Contractor's wholesale cost
Supplies and Parts	_____ %
Equipment	_____ %
"On Shelf" Products	_____ %

Does discount include drop ship items? ___ Yes ___ No

**QSP TP25-1832
Welding Services**



Notes and Exclusions:

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

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 TPS discovers that any information entered herein to be false, such shall entitle TPS to not consider or make award or to cancel any award with the undersigned party. Pursuant to all QSP Documents including attachments, this Fee Submission Form, and pursuant to all Documents submitted, the undersigned proposes to supply TPS with the services and/or products described herein for the fee(s) submitted pertaining to this QSP.

Date: _____

Company: _____

Address: _____

City, State, Zip _____

Phone: _____ Email: _____

By: _____
(Signature of Offerer)

By: _____ Title: _____
(Print Name)