



## COLUMBUS METROPOLITAN HOUSING AUTHORITY

### **Request for Qualifications (RFQ) For Construction Manager at Risk (CMAR) Services for The Heights on Main**

**Project Owner:** Columbus Metropolitan Housing Authority

**Project Name:** Heights on Main

**Project Location:** 7211 East Main St. Reynoldsburg, Oh 43068

**Delivery Method:** Construction Manager at Risk with Guaranteed Maximum Price (GMP)

#### **Introduction**

Columbus Metropolitan Housing Authority (the Owner) intends to contract for Construction Manager at Risk (CMAR) services in connection with the new construction of The Heights on Main (the Project).

The Owner requests statements of qualifications from experienced firms to provide CMR services to the Owner in connection with the Work for the Project. This Request for Qualifications (RFQ) includes criteria against which qualifications submitted will be reviewed and evaluated to develop the short-list of firms from which proposals will be requested in the second phase of the selection process. The short-listed firms will be asked to provide both pricing and technical proposals, which will be reviewed and evaluated to determine the firm that will provide the best value to the Owner for the Project.

#### **Project Overview and Information**

The Heights on Main is a 100-unit, five-story mixed-use building. The proposed building will have first floor rental office, tenant improvement space, amenity space and a mix of dwelling units. The dwelling units are located on the first floor to the fifth floor. The fifth floor will also feature another open-air terrace. The roof will include a mechanical space. The exterior will include brick veneer with cast stone and metal panels with accent metal tiles to cover the remaining building. The proposed building will be Type 3B wood stud framed construction, FRT exterior, with a membrane roof system. The building will have a mix of 1 and 2-bedroom units. Vinyl window systems are proposed for the dwelling units and storefront for the first-floor tenant and amenity areas. The building will have elevators serving the lobby and each floor.

Refer to the attached progress drawings and rendering as a reference point when compiling proposals.

#### **EXHIBIT A**

Preliminary Construction Budget: \$21,000,000

Preliminary Construction Schedule: 16 months

The project will pursue LEED silver certification.

This project will comply with the 2024/2025 OHFA Qualified Allocation Plan and current Architectural Design Standards.

This project will be sales tax-exempt.

Any significant modifications made to this design prior to the proposal due date will be added as addenda to this RFQ.

When the project's design documents have been developed in sufficient detail (80%), the CMAR, with the architect's support and assistance, will commit to a Guaranteed Maximum Price (GMP) for all construction and site development with approved clarifications and assumptions.

### **Scope of Services**

CMR services for the Project will include, but not be limited to, design review and pre-construction services, participation in developing the budget and updated construction cost estimates, participation in preparing the construction schedule (including identification of significant milestones for completion of the Work), prequalification of subcontractors to perform the required work, construction, and close-out phases of the Project. CMR services will be defined in an agreement with the Owner; the form of agreement, including general conditions of the contract for construction, will be provided to the short-listed firms during the RFP phase. The scope of the selected firm's services will likely include, but may not be limited to the following:

#### **Pre-Construction Services:**

1. Participate in regularly scheduled design progress meetings with the Design Professional, the various consultants, and the Owner. The CMR shall provide ongoing input with respect to constructability, construction costs, material selection/evaluations, construction duration and phasing, sequence of construction, and other scheduling services, along with construction means and methods.
2. Coordinate/participate in meetings with the Owner, design professionals, utility companies, and regulatory agencies to expedite the design/permit process.
3. Identify and detail construction phasing and scheduling that will minimize interruptions to Owner operations, if applicable.
4. Identify long-lead procurement items and develop strategies to minimize the effects.
5. Develop comments, suggestions, and cost estimates throughout the design phases.
6. Develop constructability and value engineering suggestions at all design phases.
7. Assist with permit acquisition/approval.
8. Develop prequalification criteria for subcontractors and prequalify subcontractors for the work, in accordance with Ohio law.
9. Develop potential subcontractor bidders' lists.
10. Develop a detailed, open book cost model and updates based on interim submittals for the Guaranteed Maximum Price (GMP) proposal based on the nearly complete Construction Documents.

#### Construction Services:

1. Coordinate with the Owner, the Design Professional, and other stakeholders as necessary.
2. Bond and insure the construction per Ohio law and the Contract Documents.
3. Procure materials.
4. Schedule and manage construction operations.
5. Bid, award (with Owner input, per Ohio law), and manage all construction-related subcontracts.
6. Provide quality control and construction supervision.
7. Provide progress scheduling, monitor/enforce compliance with the schedule.
8. Conduct regular progress meetings
9. Address all construction related permitting requirements.
10. Maintain safe work site.
11. Perform project closeout including final wage reports, lien releases, O&M manuals, as-builts, etc.

#### Post-Construction Services

1. Fulfill warranty obligations.
2. Perform other post-construction services.

#### **Owner/Construction Manager at Risk Agreement**

The Construction Manager at Risk (CMAR) will be under contract to supply pre-construction services and construction services under the **Consensus Docs 500 agreement** to complete the project and place the Owner in occupancy of the project in a “turnkey” fashion. The Owner has contracted with the Architect separately from the CMAR. The CMAR shall hold all trade contracts and trade supplier contracts.

#### **Compensation**

**Pre-Construction Phase Fee:** The Pre-Construction Phase Fee is the total compensation required for the CM to perform the work associated with the pre-construction phase of work. This fee shall be a lump sum amount based on the amount of work required to complete the pre-construction phase of work.

**Construction Services Phase:** Compensation for Construction Services shall be included in the CM’s Guaranteed Maximum Price. The GMP proposal shall include (but not limited to) All General Conditions Costs, Costs associated with materials, supplies, temporary facilities rentals, etc. Personnel Costs. permit and inspection fees, costs associated with insurance, bonds, and taxes, all Costs of Construction, sub-contract costs, and costs associated the general and supplemental conditions. The Construction Phase Fee shall be based on a percentage of the cost of work (GMP).

Shared savings below the guaranteed maximum price shall be allowable and divided 75% to the owner and 25% to the construction manager.

#### **Payment and performance bond requirements**

The successful proposer must furnish payment and performance bonds with the appropriate “powers of attorney” in the amount of one hundred percent (100%) of the contract's total maximum price from a corporate surety authorized (licensed) by the State of Ohio and acceptable to the Columbus Metropolitan Housing Authority.

## **Insurance requirements**

Before work begins, the Contractor and all subcontractors engaged shall procure from a reputable insurance company authorized to do business in the State of Ohio the following insurance policies, which provide (at a minimum) the following coverages:

**Commercial General Liability:** Contractor shall maintain Commercial General Liability Insurance with a limit of not less than:

- Each Occurrence Limit \$2,000,000
- Personal & Advertising Limit \$2,000,000
- General Aggregate Limit \$4,000,000
- Products/Completed Operations Aggregate \$4,000,000

Products/complete operations coverage shall be maintained for a minimum period of two (2) years from the date of Completion of the Project. Policy limits must be per project, and defense costs must be outside of and not deplete policy limits. Contractor shall be responsible for all deductibles. Deductibles shall not exceed \$50,000 per Project.

Contractor shall also maintain Commercial Automobile Liability insurance with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage.

Contractor shall also maintain Umbrella Liability and Excess Liability insurance with a combined single limit of not less than \$5,000,000 for each occurrence and aggregate.

The Commercial General Liability Insurance required by this Article shall include the Lessor of the premises where work occurs and multiple entities as additional insured and shall also include contractual liability, products coverage/completed operations liability, Contractor's protective liability, pollution liability and explosion, collapse, and underground property damage hazard applicable to Contractor's obligations under the construction contract for each Project. Prior to beginning the Work, Contractor shall deliver to CMHA, a Certificate of Insurance evidencing the coverages required under this Article naming multiple entities (to be determined) as "additional" insureds on the Commercial General Liability Insurance and Commercial Automobile Liability Insurance.

All such insurance shall include a waiver of subrogation in favor of CMHA and contain a provision requiring the insurer to notify both parties in writing, thirty (30) days prior to any modification or cancellation, of any such policy. All insurance shall be underwritten by an insurance company that carries an A- VII or better rating from A.M. Best and is qualified to do business in which the project is situated. All such insurance will be primary insurance with respect to CMHA and the Lessor of the premises where the work occurs.

Satisfaction of the obligation to carry the amount of such required insurance coverage required under this Article shall not serve to limit the Contractor's obligations under this Contract. If Lessor or CMHA is damaged by the failure of Contractor to maintain such insurance, then Lessor and/or CMHA may recover such damages from Contractor.

**Builders Risk Insurance:** In addition to the other insurance required hereunder, Contractor shall maintain, Builders Risk Insurance written on an "All Risk"/Special Causes of Loss form, with respect to each Project, which shall insure the full replacement value. Multiple entities will be named as additional

insureds and loss payees. A certificate of insurance evidencing such insurance shall be provided to Lessor and CMHA prior to commencement of the Work.

Deductibles under each such policy shall not exceed \$10,000 per Project, and Contractor shall pay costs not covered because of such deductibles. Each such policy shall include coverage for loss of use and other “soft cost” coverage due to fire or other hazards, however, caused, in an amount not less than \$500,000 per project. The Contractor waives all rights of action against CMHA for damages caused by fire or other causes of loss to the extent covered by insurance pursuant to this section. Blanket or open policies shall not be allowed unless there is per project coverage in the amount required under this Article. Each policy shall remain in effect until full completion of the Project.

Satisfaction of the obligation to carry the amount of insurance coverage required shall not serve to limit the Contractor’s obligations under this Contract.

### **Section 3 Compliance**

HUD has made Section 3 Compliance a requirement. The Columbus Metropolitan Housing Authority is committed to ensuring that the economic opportunities generated by this project also benefit Section 3 Residents and Section 3 Business Concerns. For guidance related to Section 3 Compliance, refer to **Exhibit C**.

### **Minority Business Enterprises (MBE) Participation**

Columbus Metropolitan Housing Authority is committed to ensuring economic opportunities for minority business enterprises (MBEs). For guidance related to MBE, refer to **Exhibit D**.

### **Davis Bacon Act**

This project will comply with the Davis Bacon Act of 1931. Wage determinations will be locked at GMP submission.

### **Proposal Process**

The selection process will be conducted in two phases.

1. **RFQ**. The first phase includes review and evaluation of qualifications submitted by firms interested in providing the CMR services. An owner’s evaluation committee will review and evaluate the qualifications received. Up to three short-listed firms that are deemed qualified to provide the required CMR services will be identified, unless it is determined that there are less than three qualified firms.
2. **RFP**. Technical and pricing proposals will be requested from the short-listed firms. The technical and pricing proposals received will be reviewed and evaluated considering both qualifications and technical/pricing information to provide the best value for the project.

All Proposals shall utilize the attached Exhibits. Two (2) hard copies shall be submitted to CMHA in a sealed envelope.

CMHA will not accept any submittal by facsimile, electronic submission or any other method other than required by this RFQ.

Receipt of all Addenda to this RFQ, if any, must be acknowledged. Refer to addenda form **EXHIBIT B**. All Addenda shall become part of the requirements of this RFQ. Failure to acknowledge receipt of an Addendum may result in rejection of the Proposal.

Respondents are solely responsible for any costs incurred in preparing or submitting Proposals for the project.

When received, all responses, inquiries, or correspondence relating to this RFQ and subsequent RFP will become the property of CMHA and shall be regarded as public record.

CMHA reserves the right to:

1. Refuse any or all submittals received.
2. Cancel or modify this RFQ at any time.
3. Request further documentation or information and discuss an RFQ submittal for any purpose in order to answer questions or to provide clarification.

### **Proposal Schedule**

A Pre-submission meeting will be held on **Thursday, January 30, 2025, at 10:00 AM** at CMHA headquarters located at 880 East 11<sup>th</sup> Avenue, Columbus, Ohio 43211

Final questions regarding this project are due by close of business on **Tuesday, February 11, 2025**. Late submissions will not be accepted. Address questions to:

Mike Wagner [mwagner@cmhanet.com](mailto:mwagner@cmhanet.com)

Anup Janardhanan [anupj@moodynolan.com](mailto:anupj@moodynolan.com)

Deliver sealed RFQ's to 880 East 11<sup>th</sup> Ave Columbus, Ohio 43211 no later than **Thursday, February 20, 2025, at 10:00 AM**. Attention: Michael Wagner, Vice President of Construction. Late submissions will not be accepted.

RFQ shortlist will be announced and posted by close of business, **Thursday, February 27, 2025**.

Deliver sealed shortlisted RFP's to 880 East 11<sup>th</sup> Ave Columbus, Ohio 43211 no later than **Thursday, March 6, 2025, at 10:00 AM**. Attention: Michael Wagner, Vice President of Construction. Late submissions will not be accepted.

Final project award notifications will be announced by close of business, **Thursday, March 13, 2025**.

All dates subject to change at Owner's sole discretion

### **Submission Requirements**

The instructions below provide guidance for preparing and submitting responses along with information on the Evaluation Criteria. The purpose is to establish the requirements, format, and content of responses so that they are complete, contain all essential information, and can be evaluated fairly.

The submission package must be signed by an officer of the respondent who is legally authorized to enter a contractual relationship on behalf of the respondent. All submission packages should be bound (a 3-ring binder is acceptable) and tabbed by sections as follows:

## **Title Page:**

Title Page should include the Request for Qualifications subject, the firm's name; the name, address, telephone number, e-mail address of the contact person; and the date of the proposal.

### **1. Qualifications and Proposed Staffing:**

- a) State the brief history of the firm, size, and the location of the office from which the work on this project is to be performed.
- b) Identify the principal supervisory and management staff, including partners, managers, other supervisors, and specialists, who would be assigned to the project. Indicate whether each such person is registered or licensed to practice in Ohio. Provide information on the experience of each person and longevity with the firm.
- c) List all Columbus, Ohio construction license numbers, classifications, limits and expiration dates of the Columbus, Ohio contractor licenses held by your business. If any of your firm's license(s) are held in the name of a corporation or partnership, list the names of the qualifying individual(s) listed on the records who meet(s) the experience and examination requirements for each license.
- d) If a joint venture or consortium is proposed, identify and include separate qualifications for each firm that is to be included in the proposal.
- e) Provide information relating to the firm's experience with green certifications such as LEED.
- f) Provide information relating to the firm's experience in working with Affordable Housing, Public Housing Authorities, and/or HUD programs.
- g) Provide EMR score relating to job site safety.

### **2. Previous Experience:**

- a) List the most comparable projects (maximum of 5) performed in the last five (5) years that are similar to the project described in this Request for Qualifications. Respondents who fail to demonstrate experience in the construction of three (3) or more mixed-use residential construction projects, consisting of fifty or more units, over the past five (5) years shall be deemed non-responsive.
- b) Indicate the original budget versus final contract amount. Project duration versus actual time to completion, and the name and telephone number of the principal client contact.

### **3. Project Approach and Schedule:**

The proposal should set forth a work plan which describes in detail how you propose to accomplish the tasks outlined in the scope of services. Each key point of the process should be addressed.

The work plan should address at a minimum:

- a) Quality assurance program or quality management plan would be proposed to be incorporated.
- b) Project management methods, including staffing
- c) Project progress reporting
- d) Project schedule management and approach

A project schedule should be a part of the proposal. This schedule should indicate the amount of time in calendar days that each phase and/or activity identified will require.

#### **4. Financial Responsibility:**

- a) Demonstrate firm's bonding capacity as evidenced by a recently dated letter from the firm's surety agent listing current available bonding capacity, as well as total maximum bonding capacity. The letter should also state the surety agent's commitment to provide the required payment and performance bonds if the firm is determined to be the firm that will provide the best value for the Project.
- b) Indicate the firm's annual revenue for each of the last 5 years.

#### **5. Other Qualifications:**

- a) Arbitration, Mediation and Litigation History:

List any claims, disputes ending in mediation, arbitration, or litigation associated with any project (initiated either by your company or against your company) in the past five (5) years that has not been settled/adjudicated in your favor.

State whether your firm has been terminated for cause on any project within the past ten (10) years and, if so, attach a description of each instance.

List and briefly describe all legal actions for the past five (5) years in which the Proposer has been a debtor in bankruptcy or a defendant in a lawsuit for deficient performance under an agreement or contract and damages claimed; or a respondent in an administrative action for deficient performance on a project; or a defendant in a criminal action.

- b) Value Added Experience:

Demonstrate the firm's/team's past success in providing past construction manager at risk projects with value added components thru the firm's/team's creative or innovative value engineering, construction technique or other similar methods. For each example, provide a brief summary. Include recommendations that enhanced the cost effectiveness and functionality of similar facilities.

- c) Prior Performance with the Owner:

Has the firm or any of CMR team ever worked on Projects for the Owner in the past? Was the relationship successful?

- d) Familiarity with Local Area:

Describe any knowledge of the project area and working relationships with local officials, subcontractors and suppliers.

#### **Selection Process:**

The Selection Committee will review all proposals received in accordance with the following criteria:

- 1. Qualifications and Proposed Staffing (Subjective). 25 points.
- 2. Previous experience (Subjective) 25 points.
- 3. Project Approach and Schedule (Subjective) 20 points.
- 4. Financial Responsibility (Subjective) 20 points.
- 5. Other Qualifications (subjective) 10 points.

The Selection Committee reserves the right to interview all qualified firms.

CMHA intends to award the preconstruction portion of the contract after the selection committee's recommendation. Construction will be awarded at a later date pending CMHA board approval.

CMHA appreciates your interest in the Project and looks forward to reviewing your qualifications for the Project.

**List of Exhibits**

**EXHIBIT A**

Progress plans and renderings.

**EXHIBIT B**

Addendum Acknowledgement.

**EXHIBIT C**

Section 3 requirements.

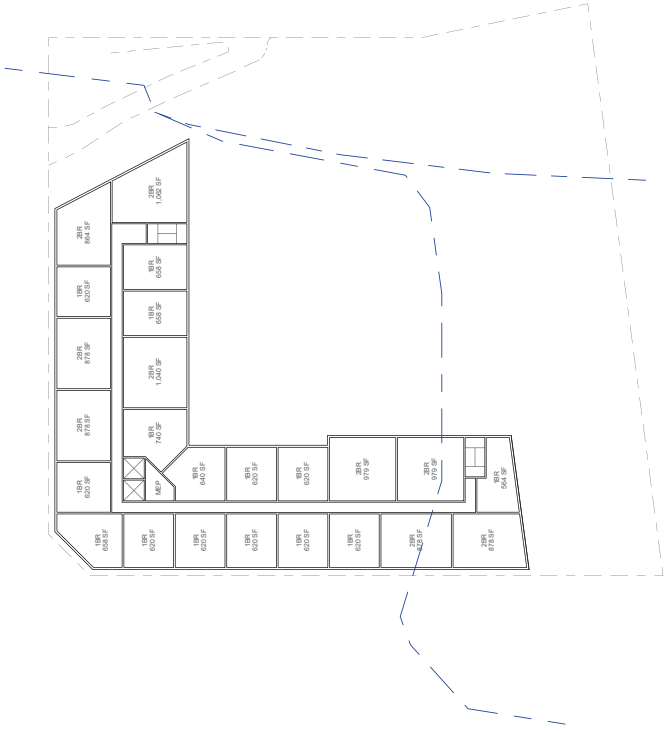
**EXHIBIT D**

Minority Business Enterprise requirements.

REYNOLDS URG DEVELOPMENT

LEVEL	GSE	COMMERCIAL	IBR	2BR	TOTAL UNITS	PARKING
01	21,409	5,731	7	5	12	83
02	22,259		15	9	24	
03	22,259		15	9	24	
04	22,259		15	9	24	
05	22,259		15	7	22	
TOTAL	110,445	5,731	67	39	106	83

EXHIBIT A



## EXHIBIT B

### Addendum Acknowledgement

Number	Date	Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### Firm Signature

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Section 3

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

The Columbus Metropolitan Housing Authority (CMHA) is a recipient of HUD public housing financial assistance for which Section 3 requirements apply. All projects receiving public housing financial assistance, regardless of the amount of assistance, must comply with Section 3. There are no funding thresholds for public housing programs.

Public Housing Financial Assistance means:

- Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act)
- Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act
- Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act
- The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii)

Section 3 applicability for public housing funding includes operation, maintenance and development construction, and rehabilitation. Maintenance activities include re-painting, pest control, landscaping, HVAC repair, etc.

Section 3 does not apply to:

Professional Services

- Contracts for, including but not limited to, legal services, accounting services, financial consulting, environmental assessment, architectural services, and civil engineering services
- Services that require an advanced degree or professional licensing and considered non-construction services

Material Supply Contracts

- Contracts for material supplies: commercially available materials and products (ex. lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpet, office supplies)
- If delivery not included for material supplies, the contract for delivery is subject to Section 3 requirements

Organizations, developers, contractors, and subcontractors bidding on projects must demonstrate efforts to meet Section 3 requirements by submitting the required documents. Failure to submit the required documents may constitute a non-responsive bid.

It is the responsibility of contract award recipients to implement proactive and ongoing efforts to meet or exceed the Section 3 requirements and goals throughout the life of the project.

Section 3 requirements apply to contractors, subcontractors, and all contractors engaged on the project regardless of tier status.

### *Goals*

CMHA projects have the following Section 3 goals:

- 25 percent or more of the total number of labor hours worked by all workers are worked by Section 3 workers
- 5 percent or more of the total number of labor hours worked by all workers are worked by Targeted Section 3 workers

A CMHA Section 3 Worker Certification Form is required for all workers to determine their status as a Section 3 worker and a Targeted Section 3 worker. The information obtained will be used to document compliance performance against the Section 3 goals.

### *Employment and Training*

Section 3 requires that best efforts must be made to provide employment and training opportunities generated by the project to Section 3 Workers. Bidders are required to provide a list of employment and training opportunities anticipated for the project's scope of work. Contract award recipients are required to communicate opportunities as they become available through the life of the project and conduct outreach activities to identify and provide consideration to Section 3 workers.

Bidders (and contract award recipients) shall not fill new opportunities immediately before undertaking work to circumvent Section 3 requirements. **First consideration for employment or training opportunities shall be granted to Section 3 Workers in the following order of priority:**

1. CMHA residents of the public housing property for which the public housing financial assistance is expended
2. Residents of other CMHA properties or residents of Section 8-assisted housing managed by the CMHA
3. Participants in a YouthBuild program
4. Low- and very low-income persons residing in Columbus, OH or Franklin County, OH

In all cases, a Section 3 worker must meet the minimum qualifications for any new opportunity. In no instance shall it be construed that preference is given to a Section 3 Worker who does not meet the minimum qualifications.

Contract award recipients may be required to report on the number of new hires for the project. Details pertaining to reporting requirements and activities are provided at the project's pre-construction meeting.

#### *Contracting*

Section 3 requires that best efforts must be made to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers (*this is a Section 3 business*).

#### **Section 3 businesses shall be extended preference in contracting, purchasing, and servicing activities in the following order of priority:**

1. Section 3 business concerns that provide economic opportunities for CMHA residents of the public housing property for which the assistance is provided
2. Section 3 business concerns that provide economic opportunities for other CMHA residents or residents of Section 8-assisted housing managed by CMHA
3. YouthBuild programs
4. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing in Columbus, OH or Franklin County, OH

Contractors must be confirmed by CMHA as a Section 3 business to meet the contracting requirements. To receive a list of Section 3 businesses or to be certified as a Section 3 business, please contact:

Andrea Quinichett, Purchasing Manager  
Columbus Metropolitan Housing Authority  
880 East 11<sup>th</sup> Avenue  
Columbus, Ohio 43211-2771  
Phone: (614) 421-4434  
Fax: (614) 421-6271  
Email: [aquinichett@cmhanet.com](mailto:aquinichett@cmhanet.com)

#### *Definitions*

##### **Who is a Section 3 Worker?**

Any worker who currently fits or when hired within the past five years\* fit at least one of the following categories:

- Income for the previous or annualized calendar year is below the income limit established by HUD
- Employed by a Section 3 business concern

- A YouthBuild participant

### **Who is a Targeted Section 3 Worker?**

A Targeted Section 3 worker is a Section 3 worker who is:

- Employed by a Section 3 business concern; or
- Currently fits or when hired fit at least one of the following categories, as documented within the past five years\*:
  - Resident of CMHA public housing or CMHA Section 8-assisted housing for which the public housing financial assistance is expended; or
  - Resident of other CMHA public housing properties or Section 8-assisted housing managed by CMHA; or
  - A YouthBuild participant

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

### **What is a Section 3 business?**

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Is at least 51 percent owned and controlled by low- or very low-income persons; or
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- Is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

### *Section 3 Clause*

All contracts awarded must include the CMHA Section 3 Clause (Attachment ). The CMHA Section 3 Clause should be among all binding contracts signed by award recipients, contractors, subcontractors, and all subcontractors engaged on the project regardless of tier status.

### *Monthly Reporting*

All contract award recipients will be required to submit monthly reports documenting performance toward meeting the Section 3 goals. Reports, instruction details, and due dates are provided during the project's pre-construction meeting. Failure to comply with the reporting requirements may result in a delay of contract draw payments.

For more Section 3 information, refer to the CMHA Section 3 Plan.

## MBE and FBE Business Utilization

CMHA projects have a combined minority business enterprise (MBE) and female business enterprise (FBE) participation goal of 20 percent (contractors and/or suppliers). Contract award recipients are required to adhere and actively work to achieve the goal throughout the life of the project.

Bidders will be required to demonstrate efforts to achieve the MBE and FBE participation goal by submitting documentation of outreach and engagement efforts. Failure to submit required documentation may constitute a non-responsive bid.

The business utilization requirements apply to contractors, subcontractors, and all contractors engaged on the project regardless of tier status.

Contractors should be certified as a minority business enterprise or women-owned business enterprise by one of the following CMHA approved certifying agencies to receive credit toward the MBE/FBE goal:

- The City of Columbus, Office of Diversity & Inclusion
- The Ohio Department of Development
- Ohio Minority Supplier Development Council

Proof of certification is required.

### *Monthly Reporting*

All contract award recipients will be required to submit monthly reports documenting performance toward meeting the MBE and FBE participation goals. Reports, instruction details, and due dates are provided during the project's pre-construction meeting. Failure to comply with the reporting requirements may result in a delay of contract draw payments.