

SOLICITATION #RFQ 23-Q001

REQUEST FOR QUALIFICATIONS

FOR

Towing Services

Release Date: February 8, 2023

Due Date: March 3, 2023



Prepared by Lucas Metropolitan Housing

424 Jackson Street, Toledo, OH 43604

P.O. Box 477, Toledo, OH 43697-0477

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1. REQUIREMENTS & SPECIFICATIONS

INTRODUCTION

The Lucas Metropolitan Housing Authority (LMH) (hereinafter, also known as “the Agency”) is a public entity that was formed in 1933 to provide federally subsidized housing and housing assistance to low-income families, within the City of Toledo and Lucas County. LMH is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. The President and Chief Executive Officer controls the daily operations.

Currently, LMH owns and/or manages approximately 2,760 Public Housing and administers 4,391 federal housing choice vouchers rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

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

The mission of LMH is “To create and maintain sustainable, affordable housing opportunities, provide pathways to a better quality of life, and empower vibrant communities “.

The vision of LMH is “To be a premier partner in creating communities of choice in the Greater Toledo Area”.

LMH is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE). The firms submitting qualifications are encouraged to include MBE/WBE participation to the maximum extent possible.

RFQ INFORMATION AT A GLANCE

[Table No. 1]

LMH CONTACT PERSON & CONTRACTING OFFICER’S DESIGNEE	Scott Noonan, Procurement Associate 424 Jackson Street Toledo, OH 43604 419-259-9438 snoonan@lucasmha.org
How to Fully Respond to this RFQ by Submitting Qualifications	<ol style="list-style-type: none"> 1. Access: ha.internationalprocurement.com 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-9266.
Qualifications Submittal location and deadline.	<p>March 3, 2023, no later than 3:00 pm ET to: Lucas Metropolitan Housing Authority 424 Jackson Street Toledo, Ohio 43604 Attention: Scott Noonan</p>

Please upload your qualifications to the e-Procurement Housing Authority Marketplace; or submit your hard copy qualifications to the LMH corporate office.	(The hard copy must be received in-hand and time stamped by the Authority no later than 3:00 pm ET, on this date.)
Pre-RFQ Conference Call:	<p>February 15, 2023, at 2:00 pm ET</p> <p>Call-in #: 800-920-7487</p> <p>Participant Code: 91600386#</p>
Questions to be received by:	<p>Questions will be received in writing no later than 12:00 pm on February 23, 2023.</p> <p>Responses will be posted as an addendum and will be posted on the eProcurement Marketplace</p>
Notice of Intent to Submit	<p>It is suggested that interested companies submit a Notice of Intent to Submit their Qualifications to procurement@lucasmha.org by February 15, 2023, with the subject "Notice of Intent". By indicating your intent to submit qualifications you will receive direct updates and clarifications to the RFQ in addition to any addendum posted.</p>

2. OVERVIEW OF SERVICES

2.1 Services Overview

LMH is seeking qualified and licensed contractor(s) to provide towing services for LMH’s offices or from any of the residential locations in Lucas County, to include Sylvania and Holland, Ohio. Currently, LMH owns and/or manages approximately 2700 public housing units which include single family and multi-family units (apartments, townhouses and, duplexes).

2.2 Minimum Contractor Qualifications:

- Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes, Contractor will also obtain any licenses or permits required to provide the services under this solicitation.
- Contractor’s personnel shall conduct all work in a professional manner, even when dealing with residents, staff or other callers in high stress situations.
- Contractor shall replace any employee deemed unacceptable by the Authority, within two (2) business days.
- The Contractor receiving an award may be required to attend City of Toledo Ordinance and Regulatory meetings in the Toledo area with Property Management, at no additional cost to the Authority.

2.3 Types of Services

The selected Contractors shall at a minimum provide the services listed below ***only when initiated or requested by the Authority***. All vehicles to be towed, will be tagged with an LMH violation sticker and/or a law enforcement ticket. All charges shall be the responsibility of the vehicle's owner or his or her authorized agent:

- Towing of abandoned and inoperative vehicles with LMH tag or law enforcement ticket.
- Towing of improperly parked vehicles with LMH tag or law enforcement ticket.
- Towing of vehicles with expired license plates with LMH tag or law enforcement ticket.
- Towing of vehicles blocking dumpsters with LMH tag or law enforcement ticket.
- Towing of illegally parked vehicles (e.g., in handicapped spaces and fire lanes).
- Contractor shall maintain one or more secured vehicle storage facilities of a sufficient size to handle all stored vehicles. Vehicle storage facilities must comply with all applicable zoning, building code, environmental and other federal, state and local regulatory requirements during the entire Contract term.
- Vehicles must not be stored at any location other than Contractor-owned or leased storage facilities.
- If a vehicle is stolen, stolen from or damaged while in Contractor's custody, Contractor shall have an established, efficient, and speedy procedure for making restitution to the vehicle owner. Contractor shall include a copy of such procedure with its narrative response to this RFQ.
- Awarded Contractor(s) will be responsible for cleaning up all debris associated with disabled vehicle(s) at the pickup site. Cleanup may include broken glass, metal, or other material. The required cleanup must be completed prior to Contractor leaving the site.
- Awarded Contractor(s) shall supply signs for installation by LMH authorized personnel at their assigned properties which are compliant with State and local regulations and requirements.
 - Contractor shall provide, at its cost, all signs, which shall be in strict compliance with R.C. 4513.64, for placement at LMH designated areas by LMH authorized personnel. The signs shall be 18" high and 24" wide. The Authority reserves the right to approve all such signage.
 - Signs at a minimum shall include any required regulatory language, the name of the towing service with address and

telephone number and, address of the storage facility and, hours of business.

- Contractor shall replace signs, at the cost of the contractor, as needed for damage, weathering and fair wear and tear.
- The Contractor shall respond within two (2) hours of receiving a request for towing services. Towing company acknowledges that some LMH properties are single family residents and are not to be deemed private property for towing purposes. LMH has property throughout Lucas County and Contractor must have the ability to tow throughout the entire County.

2.4 CONTRACTOR RESPONSIBILITIES AND MINIMUM REQUIREMENTS

2.8.1 Contractor Licensing and standards: The contractor will have the required experiences, certifications, insurances, financial stability, equipment, and personnel needed to complete and service the work that they are bidding on. All work performed pursuant to this RFQ must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations, and in accordance with standard business practices.

2.8.2 Contractor must have documented experience. Documented experience in providing like services to private entities, governmental agencies, or agencies of similar size. Contractor must have a broad and practical knowledge of HUD rules, regulations, requirements, law, and related procedures. A list of references with contact information, and type of service shall be provided with the RFQ response.

2.8.3 Unauthorized Sub-Contracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling, or transferring the contract) without the prior written consent of the CO. All subcontractors must be disclosed prior to the start of the work. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the 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 CO. If subcontracting shall be involved in this contract, the proposer shall clearly describe the responsibilities of each party and the assurances of the performance you offer.

2.3.5 Section 3 Applicability: This project will be subject to Section 3 requirements. Please note that the documents and requirements of the Final Rule are attached and must be included with your qualifications. LMH encourages Section 3 participation and the use of Section 3 employees, contractors and subcontractors.

2.3.6 MBE/WBE Participation: The qualifications should include percentage participation of MBE/WBE of the firms that comprise the proposer's team. LMH has established an administrative goal of 35% utilization of disadvantaged and historically underutilized businesses for performance of the work under this procurement.

2.5 PROOF OF INSURANCE FOR VENDORS AND CONTRACTORS

Workers' Compensation:

1. LMH requires that contractors and vendors supply LMH with a current Workers' Compensation Certificate.
2. LMH requires that the Workers' Compensation Certificate be valid for the term of the contract.
3. Contractors and vendors will immediately provide verification of coverage for the contract term.

General and Commercial Liability:

Contractor agrees to name **LMH** as an **additional insured** on its general liability policy, which shall be primary to LMH's general liability policy, and any other insurance policy as determined by LMH that is relevant to the contract scope of work. These policies shall also be primary to and non-contributory to LMH's General Liability policy.

1. Contractors and subcontractors shall name LMH as an additional insured on their General Liability policy, and any other insurance policy as determined by LMH that is relevant to the contract scope of work.
2. Contractor and subcontractor shall indemnify LMH, to the fullest extent provided by law, for all claims arising out of the contractor's and subcontractor's performance of this contract.
3. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence.
4. LMH reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
5. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

Insurance Automobile Liability:

Contractors and subcontractors shall provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$500,000 per occurrence.

Indemnity:

Contractors and vendors agree to indemnify LMH, to the fullest extent provided by law, for all claims arising out of their performance of the contracts.

Processing:

LMH's Manager of Procurement shall be responsible for obtaining proof of the listed above documents and ensuring that LMH contracts have the appropriate indemnifications.

3.0 GENERAL INFORMATION

3.1 THE AUTHORITY'S RESERVATION OF RIGHTS

- The Authority reserves the right to reject any or all qualifications, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Agency to be in its best interests.
- Not to award a contract pursuant to this RFQ
- Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- The Authority reserves the right to require additional information from any Respondent to assist in its evaluation. The information shall be submitted in the form required by the Authority within two (2) days of written request, or the qualifications shall be deemed non-responsive.
- Retain all qualifications submitted and not permit withdrawal for a period of 120 days after the deadline for receiving qualifications without the written consent of LMH.
- Negotiate the fees proposed by the respondents.
- Cancellation of the ensuing contract may be done at any time for unsatisfactory work, untimely service, or any other reason deemed necessary by the LMH.
- Reject and not consider any qualifications that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete qualifications and/or qualifications offering alternate or non-requested services.
- Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- Make an award to multiple qualifications (including joint ventures).
- Select a qualifications(s) for specific purposes or for any combination of specific purposes and make multiple awards.
- The Authority reserves the right to contact individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the qualifications submitted, including any previous business conducted with the Lucas Metropolitan Housing Authority or its affiliates.
- To defer the selection and award of any proposer(s) to a time of the LMH's choosing.
- At any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any qualifications submitted that does not conform to any of the requirements detailed herein. By accessing the <https://ha.internationaleprocurement.com> Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document or by reviewing the RFQ received via email, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform LMH in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMH that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LMH, but not the prospective proposer, of any responsibility pertaining to such issue.

3.2 GREEN PROCUREMENT

LMH is committed to purchasing products and services that meet the local, state, and national environmental goals. Purchasing preference (whenever feasible) will be given to products that:

- Decrease greenhouse gas emissions or are made with renewable energy.
- Decrease the use of toxins detrimental to human health and to the environment.

- Contain the highest possible percentage of post-consumer recycled content (a finished material that would normally be thrown away as solid waste at the end of its life cycle and does not include manufacturing or converting wastes).
- Limit air, land, and/or water pollution.
- Reduce the amount of waste they produce.
- Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); or
- Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.

If feasible, preference will also be given to suppliers who offer environmentally preferable products, who work to exceed their environmental performance expectations, and who can show documentation of their supply-chain impacts. LMH hopes to engage producers and suppliers of products and services it uses to utilize business practices that reduce negative environmental impact.

3.3 CONTRACTOR RIGHTS TO DEBRIEF

It is the LMH's policy to resolve all procurement and contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. HUD will only review protests in cases involving violations of Federal law or regulations or failure of the Authority to review a complaint or protest.

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of LMH's Statement of Procurement. All protests shall be in writing. If the protest is regarding the solicitation, the notice of protest must be received prior to the solicitation deadline. If the protest is regarding the award, the notice of protest must be received within ten (10) business days after the issuance of the award notice. A written protest shall contain, at a minimum, the name, address, and phone number of the protester; identification of the procurement, including solicitation or contract number; a statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate any arguments; and the form of relief requested. The LMH shall issue a decision as expeditiously as possible after receiving all relevant information requested.

Upon the conclusion of the solicitation period and issuance of the Award Notice, Offerors shall have the right to a debriefing. The request for a debriefing meeting must be made within ten (10) days of the date listed on the Award Notice. The debriefing meeting may be held either by phone or in-person at LMH's office. If the debriefing is in-person, travel expenses shall be the sole responsibility of the Offeror and not LMH.

3.4 PROCEDURE TO PROTEST

An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

- 3.4.1** The alleged aggrieved protestant must file, in writing, to the CO/Legal Department the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested

as inequitable, making, where appropriate specific reference to the RFQ documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

3.4.2 The written instrument containing the reason for the protest must be received by the CO/Legal Department within 10 days after the occurrence of any of the following:

3.4.2.1 The deadline for receiving bids or qualifications.

3.4.2.2 Receipt of notification of the results of the evaluation or the award; or

3.4.2.3 The alleged aggrieved protestant knows or should have known the facts. In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the bid deadline). Protests received after these dates shall not be considered.

3.4.2.4 The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.

3.5 CONFLICT OF INTEREST

No vendor will promise or give to any LMH employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of LMH to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

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

3.6 Vendor Examination of the RFQ: Vendors are expected to be familiar with the entire RFQ. The vendor is expected to respond to the RFQ in a manner that makes it clear they understand and have responded to all sections of the RFQ.

3.6.1 If a vendor discovers any mistakes or omissions in the RFQ, they must notify LMH's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFQ.

3.6.2 Changes to RFQ: LMH may make changes to this RFQ by addendum, which shall be posted at <https://ha.internationaleprocurement.com>

3.7 AVAILABILITY OF FUNDS: This RFQ and all agency contracts are contingent upon the availability of funds. If, during the RFQ process, funds are not available for the proposed services, the RFQ process will be canceled. The vendor will be notified at the earliest possible time. LMH is not required to compensate the vendor for any expenses incurred because of the RFQ process.

3.8 NON-APPROPRIATIONS CLAUSE: The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment or other services performing similar functions and services.

3.9 TERMINATION: LMH reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of LMH. If terminated, LMH will notify the contractor of the termination in writing by EMAIL and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

3.10 HOLIDAYS:

LMH recognizes the following holidays as vacation days for its employees:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr.'s Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

3.11 CONFIDENTIALITY: Any vendor that has access to confidential information will be required to keep that information confidential.

3.12 Public Records Law: All bids/qualifications submitted to LMH 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 qualifications 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 upon request, one electronic copy of its qualifications 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.

3.13 VENDOR DISCLOSURE

Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the qualifications; but withholding the information may be cause to reject the qualifications.

3.14 LIMITATION OF LIABILITY

In no event shall the Agency be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.

3.15 ADDITIONAL CONTRACT PROVISIONS

The following contract provisions are in effect pursuant to 2 CFR 200.326 for non-federal entity contracts:

Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708)
Copeland "Anti-Kickback" Act (40 U.S.C. 3145)
Clean Air Act (42 U.S.C. 7401-7671q.)
Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended
Mandatory policies on energy efficiency contained in the state energy conservation plan.
Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Executive Order 11061 to prevent discrimination by agencies that utilize federal funds.
Title VI of the Civil Rights Act of 1964, Public Law 88-352
Public Law 90-284, Title VIII of the Civil Rights Act of 1968
The Age Discrimination Act of 1975
Anti-Drug Abuse Act of 1988

4.0 TERMS AND CONDITIONS

4.1 Type of Contract: The evaluation of qualifications submitted in response to this RFQ shall result in the issuance of a contract. The contract will incorporate the requirements of the RFQ, the vendor's qualifications, and all other agreements that may be reached. The proposer shall be responsible for the execution of the project/program/services and contract requirements. If subcontracting is involved, the proposer must clearly define the responsibilities of each party. Failure to accept these obligations may result in cancellation of the award.

4.2 Contract Funding: Contracts shall be for a one-year period with the option for four (4) additional one-year extensions solely at the discretion of the LMH, for a total of 60 months.

4.3 Invoicing: Requests for payment shall be subject to the requirements of HUD 5370. LMH's payment terms are N30. Payment by LMH is made within 30 days of receipt of invoices and any required documentation. At Minimum, Invoices Require:

- Purchase Order Number
- Date of Service
- Description of Service(s) Provided
- Invoice Number
- Invoice Date

LMH expects that the Contractor will provide a detailed invoice of tasks completed, and when necessary, reflect the number of participants. LMH expects the vendor to invoice as soon as possible after the services have been provided.

Additionally, all invoices require electronic submittals for approval. Please adhere to the submission procedure described below.

4.3.1 Invoicing procedures: Go to our website – www.lucasmha.org , select "Doing Business" at the top. Find the menu item titled Vendor Invoice Submission, click on 'Invoice Submission Form', and fill out the cover sheet. Attach your invoice to the cover

sheet. Make sure that you have a purchase order number. Direct the invoice to the department who ordered the work. Invoices not submitted as directed will result in delay of payment.

4.4 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFQ:

4.4.1 Contract Form: The Authority will not execute a contract on the successful proposer's form of contract and contracts will only be executed on the Authority's form of contract and by submitting a qualifications the successful proposer agrees to do so.

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

4.5 Indefinite Delivery/Indefinite Quantity (IDIQ or ID/IQ) – The Authority intends to enter into an IDIQ contract providing for an indefinite quantity of services during a fixed period. Should an IDIQ be issued, this type of contract does NOT require LMH to order a specific maximum quantity of services.

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

4.7 Termination: The Authority will only give one verbal notification to the contractor to cure deficiencies. A second notification to the contractor for deficiencies will be in writing and will clearly state that, if required, a third notification will result in termination.

4.8 Escalation: Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful proposer guarantees, by submitting a qualifications, that he/she will hold all proposed costs for a period of no less than 2 years.

5.0 SUBMISSION REQUIREMENTS

5.1: Preparation of Qualifications: Qualifications must provide a clear picture of the vendor's qualifications to provide the services required in the RFQ. The vendor should respond to the RFQ instructions and requirements.

5.1.1 All qualifications become the property of LMH to use. All qualifications will be considered public information and will be open for inspection.

5.2 The cost of creating qualifications is the responsibility of the vendor and shall not be chargeable to LMH. The vendor must guarantee the pricing listed in the qualifications will remain in effect for a minimum of 365 days after the qualifications submission date.

5.3 All Proposers will be evaluated on a point system for technical factors. Proposers shall submit, as a part of the qualifications package, evidence of the following:

- Evidence of the proposer's experience in providing similar services to other public housing agencies or similar public entities as described herein.
- Proof of the proposer's qualifications to include copies of all licenses and certifications of staff that may be assigned to work for LMH.

5.4 The Proposer is solely responsible for submitting all documentation to substantiate those items listed above. Failure to submit adequate documentation may result in a lower score or no points awarded for that item. Proposers are encouraged to expand on the information required.

5.5 False or Misleading Statements: Qualifications containing false or misleading statements may be rejected.

5.6 Vendor Representative’s Signature: An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package.

5.7 A financial statement may be requested from the awarded contractor prior to the release of the award.

6.0 QUALIFICATIONS FORMAT

6.01 Submit 1 “hard copy” of the qualifications and a flash drive containing the qualifications. To facilitate copies for the evaluation committee and document storage, please furnish your qualifications in one pdf file on a flash drive, in addition to 1 hard copy.

[Table No. 2]

Tab	Form	Description
1		A letter of transmittal (preferably on letterhead), bearing the signature of the authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with LMH. Authorized individual contact information including phone number and email address shall be included within the letter.
1	Form of Qualifications: <u>Attachment A</u>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the qualifications submittal. This is a checklist of documents to be returned in the order that they should be submitted.
2	Form HUD 5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract; Attachment B</i>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the qualifications submittal.

3	<p>Profile of Firm <u>Attachment C</u></p>	<p>This 2-page Profile of Firm Form must be fully completed executed and submitted under this tab as a part of the qualification’s submittal.</p> <p>Please attach resumes key staff and profile of the company and the project team. Include a detailed listing of equipment, storage facility and other assets that would be devoted to support towing services</p>
4	<p>Proposed Services</p> <p>And</p> <p>Client References</p>	<p>Proposed Services: Relevant experience, a brief history of providing similar work and services. The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein. Narrative response to the Scope of Services describing capacity to perform; may be evidenced by number of trucks available for towing, size of holding facility, hours of services, etc. Provide a list of current projects for availability and capacity. Provide certificates evidencing licensing and registration with the State of Ohio, and the City of Toledo.</p> <p>Client References: The proposer shall submit a listing of 3 former or current professional references for which the proposer has performed similar or like services to those being proposed herein within the last 3 years. You must reference any previous work performed for another Housing Authority or government entity. It is reasonable to assume the Authority will contact references. The listing at a minimum, is to include:</p> <ul style="list-style-type: none"> • The client’s name or business name, • The client’s contact name and title, • The client’s address, • The client’s telephone number and email address, • A brief description and scope of services, <p>The dates the services were provided.</p>
5	<p>Section 3 Participation Attachments D-D2</p>	<ul style="list-style-type: none"> • The proposer must submit the completed Section 3 form(s)

6.3 If no information is to be placed under any of the above noted tabs, please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” DO NOT eliminate any of the tabs. A tab 6 may be added for miscellaneous items such as documentation, examples of work, reports, or marketing materials.

6.3.1 Qualifications Submittal Binding Method: It is preferable and recommended that the proposer bind the qualifications submittal in such a manner that the Authority can,

if needed, remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies then conveniently return the qualifications submittal to its original condition.

6.4 Further documentation will need to be provided by the selected awardee (s). The documentation will include a new vendor packet including a W-9 and anti-lobbying affidavits. These forms will be provided to the awardee by the LMH and must be completed and returned in a reasonable amount of time for the awardee to receive the contract.

7.0 DELIVERY OF QUALIFICATIONS: Please submit your qualifications as described in Section 6, Qualifications Format. The completed submission package must be received by the time and date listed on the cover of this RFQ or by the time and date listed in any subsequent addendum. Qualifications received after the deadline will not be considered. Submissions delivered by any other method (EMAIL or fax) will not be accepted.

7.1 All vendors must carefully review their final qualifications. Once the file has been opened, qualifications cannot be changed; with the exception that LMH may request information or respond to inquiries for clarification purpose only.

7.2 All vendors submitting qualifications must agree to honor the terms and conditions contained herein for the life of the contract.

7.3 Acceptance and Rejection of Qualifications: LMH reserves the right to accept or reject any or all qualifications, to take exception to the RFQ specifications, or to waive any formality. LMH reserves the right to waive any minor irregularity or technicalities in the qualifications received. Firms may be excluded from further consideration for failure to comply with the specifications of this RFQ. The recommendation of LMH staff, LMH President and Chief Executive Officer, as well as LMH's Board of Commissioners shall be final.

7.4 Withdrawal of Qualifications: Qualifications may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the qualifications due date and time. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of qualifications data after such documents are opened.

7.5 Addendum: All questions and requests for information must be addressed in writing to the Procurement Manager (PM). The PM will respond to all such inquiries in writing by addendum posted to <https://ha.internationaleprocurement.com>. Offerors are responsible for ensuring they receive all addenda. During the RFQ solicitation process, the PM will NOT conduct any *ex parte* (a substantive conversation "substantive" meaning, when decisions pertaining to the RFQ are made—between the Authority and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not contact the PM it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PM may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the PM may more fairly respond to all prospective proposers in writing by addendum.

8.0 EVALUATION OF QUALIFICATIONS: The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. LMH reserves the right to negotiate an agreement with individual (s), firm (s), or organization (s) that provide the greatest benefit to LMH, not necessarily the lowest price. Firms in the competitive range may be required to be interviewed by the evaluation panel.

8.1 LMH will select the respondent(s) that is the most advantageous to LMH based upon the evaluation criteria stated herein. LMH reserves the right to negotiate price and other factors with any acceptable respondent. As long as they do not provide an unfair advantage to one contractor, it may be acceptable to request any missing documents after the opening of the qualifications.

8.2 LMH reserves the right to award without discussion (s) to negotiate and may make an award to multiple vendors. The Request for Qualifications selective process will involve the ranking of proposers by the appointed LMH evaluation committee. Once the qualifications have been evaluated, LMH will negotiate with the Respondent (s) who fall within the competitive range.

8.3 The Review Process - Preliminary Qualifications Review: The review process will be conducted in two stages.

During Stage I of the evaluation process, qualifications will be evaluated and scored by a LMH appointed Evaluation Committee.

- The Review Committee will evaluate each qualification against the criteria in the RFQ. During the review, the Committee may request additional information from the vendor. Such information requests and vendor's responses must always be in writing.
- All qualified qualifications shall be reviewed by the Review Committee using the included evaluation criteria sheet. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program.

Stage II of the evaluation may be conducted, at LMH's sole discretion, upon completion of Stage I evaluations and may entail presentation /interviews or other discussions with the Respondents in the initial competitive range.

- Respondents not included in the initial competitive range will not be included in the Stage II of the evaluation process. The purpose of the Stage II presentations or interviews or other discussions is to provide the Evaluation Committee an opportunity to pose questions emanating from the review of the written responses and obtain clarifications. If LMH determines Stage II evaluations will not be required, the initial competitive range will be the final competitive range.

8.4 Evaluation Review Criteria: Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized vendor's rankings will be maintained on file by LMH. The result of the review process is a prioritized list from best to least.

8.4.1 In awarding the contract, LMH's evaluation will include, but will not be limited to:

- Criteria for the Stage 1 review.

- Strength and stability of the vendor to provide the requested services.
- Ability to meet the project/program timelines.
- Overall responsiveness and completeness of the qualifications as well as the likelihood that, in LMH’s opinion and at LMH’s discretion, the qualifications best meets or exceeds LMH’s specifications.
- Scope of service being proposed.
- Customer references.
- Any other factors considered relevant by LMH and demonstrated by the qualifications or investigation by LMH; and
- Experience with a similar project/program of comparable size and scope

8.4.2 Responsive proposers will be notified of their non-selection after the preferred vendor is notified. (Written notification will be made to all vendors who submitted a qualifications). If the successful vendor fails to execute the contract, LMH may award the contract to another vendor whose qualifications met the requirements of the RFQ and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between LMH and the vendor.

8.4.3 The selective process will involve the ranking of qualifications by the appointed LMH evaluation committee. Evaluation criteria to be used in reviewing qualifications and their respective weights are as follows:

[Table No. 3]

General Evaluation Criteria Point Value (Total: 100 Points Maximum)

Max Value	FACTOR DESCRIPTION
10	No. 1: Demonstration of understanding of the RFQ requirements and scope. Demonstrate overall compliance to the requirements of the RFQ to include proper format of the qualifications, submission of all required documents and information requested. Qualifications included references, performance history, quality of performance and past record of professional experience. Qualifications was organized and presented as instructed in the solicitation.
40	No. 2: Demonstration of successful and timely completion of similar past projects as verified by reference checks or other means, citing examples of demonstrated performance. Client references, especially in government and/or non-profit organizations; subcontractor qualifications (if applicable) and other references.
30	No. 3: Respondent’s approach and response to the Scope of Services: The Respondent’s approach and response to the scope of services, and methodology to be utilized. Taken into consideration years in business, resumes listing licenses and certifications, equipment listing, size of the storage facility, Team member’s experience.

20	No. 4: Respondent’s technical capabilities: Ability to add capacity and ability to perform services based on current workload. Respondent is financially sound and in good standing, void of liens.
Max Value 100	Total Points

8.5 Evaluation Criteria: The evaluation panel will use both objective and subjective criteria to evaluate each qualifications submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her qualifications submittal. The scores will then be averaged for each evaluation factor and then the weighted average score for each evaluation factor will be combined to calculate the overall score.

- 90 and above = Excellent
- 80 and above = Above Average
- 70 and above = Average
- 69 and below = Below Average
- 60 and below = Poor
- 50 and below = non-Responsive

8.6 Potential "Competitive Range" or “Best and Finals” Negotiations: The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. All interviews are at the sole discretion of the Authority.

9.0 Recap of Attachments

[Table No.4]

Attachment/Tab		Description
A	Tab 1 of Qualifications Packet	Form of Qualifications [2 pages]
B	Tab 2 of Qualifications Packet	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> [2 pages]
C	Tab 3 of Qualifications Packet	Profile of Firm Form [2 pages], resumes, scope of services offered, client references.
D	Tab 5 of Qualifications Packet	Section 3 Business Self-Certification Form
D-1	For Reference	Section 3 Hours Worked Reporting Form
D-2	For Reference	Section 3 Low Income Person Self Certification Form
G	For Reference	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves

		the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
G-1	For Reference	Form HUD-5370-C1, <i>General Conditions for Non-Construction Contracts Section I (Without Maintenance Work)</i>

10.0 Recap of Tables

[Table No. 5]

Table No.	Description
1	RFQ Information at a Glance
2	Qualifications Format
3	General Evaluation Criteria Point Values
4	Recap of Attachments
5	Recap of Tables