

**Lucas Metropolitan Housing**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ24-Q001**

**Pool of Architectural & Engineering Contractors**

**Issue Date: March 27, 2024**

**Due Date: May 01, 2024**



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**RFQ Document**

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**INTRODUCTION**

The Lucas Metropolitan Housing Authority (LMH) (hereinafter, "the HA") 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 LMH's procurement policy. The President and Chief Executive Officer controls the daily operations.

Currently, LMH owns and/or manages approximately 2,536 Public Housing and administers 4,685 federal housing choice vouchers rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

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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 for LMH. All proposals 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.

**RFQ INFORMATION AT A GLANCE**

[Table No. 2]

Lucas Metropolitan Housing Point of Contact:	<b>Gary McPheron, Procurement &amp; Contracts Manager</b> Telephone: (419) 259-9446 E-mail: <a href="mailto:gmcpheron@lucasmha.org">gmcpheron@lucasmha.org</a> <b>Scott Noonan, Procurement Associate</b> Telephone: (419) 259-9438 E-Mail: <a href="mailto:snoonan@lucasmha.org">snoonan@lucasmha.org</a>
HOW TO OBTAIN THE RFQ DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access <a href="http://ha.economicengine.com">ha.economicengine.com</a> (no “www”). 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.
PRE-PROPOSAL CONFERENCE CALL	<b>April 9, 2024, at 09:30 AM ET</b> <b>Call In No.: 309-205-3325</b> <b>Meeting ID: 813 4734 0154</b> <b>Passcode: 916042</b>
QUESTION SUBMITTAL DEADLINE	<b>Questions will be received in writing no later than 12:00 pm on April 23, 2024.</b> Responses will be posted as an addendum and will be posted on the eProcurement Marketplace. Please send all questions to <a href="mailto:snoonan@lucasmha.org">snoonan@lucasmha.org</a>
PROPOSAL SUBMITAL RETURN & DEADLINE. Upload your proposal to the e-Procurement Housing Authority Marketplace.	<b>May 1, 2024, no later than 3:00 PM ET</b>

**1.0 THE HOUSING AUTHORITY’S RESERVATION OF RIGHTS.** LMH reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the RFQ.** Reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by LMH to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this RFQ.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFQ.

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- 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent of LMH Contracting Officer (CO).
- 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 1.9 Right to Prohibit.** At any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [ha.economicengine.com](http://ha.economicengine.com) eProcurement Marketplace (hereinafter, the “eProcurement Marketplace”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMH that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve LMH, but not the prospective proposer, of any responsibility pertaining to such issue.
- 1.10 Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda), other than from LMH’s Procurement Department. Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents.

**2.0 GENERAL REQUIREMENTS & SCOPE.** LMH is seeking qualifications from qualified Architectural and Engineering firms and/or individuals (“Offerors”) licensed in the State of Ohio to provide LMH with various professional Architectural/Engineering (“A/E”) Services on a Task-Order basis:

- 2.1 General Requirements.** LMH is conducting this Request for Qualifications (RFQ) competitive solicitation process as allowed, and in accordance with A/E services as designed by, and in accordance with the Model Form of Agreement Between Owner and Design Professional – HUD Form 51915 and the Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development HUD Form 51915A.

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- 2.1.1 Forming a Pool of Contractors (hereinafter, a/k/a the “Pool”).** LMH is conducting this RFQ process to receive technical proposals from A/E contractors to qualify and be placed in a Pool of Contractors eligible to provide A/E services for LMH. LMH intends to award indefinite quantity A/E service contracts through this solicitation process. Each contract is anticipated to be for a base period of one year with an option for LMH to extend, at its sole discretion, for up to four additional one-year terms.
- 2.1.1.1** Potential Re-opening the RFQ. In the interest in maintaining a “healthy pool of available contractors” LMH reserves the right to re-open the RFQ at any time during the ensuing period of time after the RFQ deadline and after the “Pool” has been formed.
- 2.1.1.2** If LMH does re-open the Pool, the contractors who have already been placed in the Pool are not required to again compete—such firms will just stay in the Pool.
- 2.1.2** Categories of Work. The major categories of work that may need to be provided generally include, but may not be limited to: Mechanical, Plumbing, Civil, Structural, Electrical, standard Architectural Services as well as Construction Administration.
- 2.1.3** Additional Work other than related to the A/E services identified within the immediately preceding Section 2.1.2 herein. Additional services may include as necessary but is not limited to: Capital Planning; Needs Assessments; Site visits to the communities; Surveying and evaluating existing conditions; Providing cost estimates; Preparing sketches, drawings, and specifications; Reviewing and preparing schedules; Identifying hazardous material and specifying abatement requirements; Preparing documentation associated with demolition of structures; Administration of construction contracts; Attending, conducting and documenting project meetings; Preparing reports; Review and approval of change orders; Review of construction work during construction and/or warranty phases; Assistance during construction close out; Section 504 and Uniform Federal Accessibility Standards reviews and designs; Environmental Reviews (ERR) in accordance with the requirements of 24 CFR Part 50 and Part 58; apply for and obtain permits; Review and approve submittals; and other related services as needed.
- 2.1.4 Supporting Documents for the RFQ.** LMH will be evaluating each Firm based on the proposal that is submitted in response to this RFQ. Section 4.1 has the evaluation factors that will be used to review proposals. In addition to the required documents that are described in Section 3, please include any additional supporting documents that may be used to give a fair profile of your firm’s capabilities.
- 2.1.5 Clarification of Document Deliverables:** Unless otherwise specified, document deliverables in their final form for specific Task Orders or projects must be submitted in standard industry/government (or in some cases LMH-specified) formats, bound with appropriate cover sheets, narratives, forms, graphics, exhibits, etc., satisfying the requirements of the task order, and suitable for circulation or submission to the public regulatory or governmental authorities, or other parties of interest. LMH usually requires

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the submission of one set of document deliverables in electronic form, and a printed hard copy for the office.

**2.1.6 Terms “Proposer,” “Bidder,” and “Contractor.”** Herein and within any ensuing documents (e.g. ensuing bid; contract; etc.):

**2.1.6.1** The term “Proposer” refers to a firm or individual that is taking part in this RFQ process.

**2.1.6.2** The term “Contractor” typically refers to a firm or individual that receives an award as the result of a Task Order or from the bid process referenced within the following 2.2 herein. When utilized in certain contexts, the term “contractor” may also be a reference to the firms that are taking part in this RFQ process.

**2.2 Request for Qualifications Process.** This Section pertains to the “ensuing quotes” that LMH will conduct with the contractors that are placed within the “Pool.” As a result of this RFQ and the evaluation that LMH will conduct after the submittal deadline, LMH will place qualified contractors into a Pool of Contractors eligible to bid on A/E work as it becomes available.

**2.2.1 Quote for Each project.** Once a project becomes available, LMH will deliver to each A/E firm in the Pool a scope of work to be completed. Any contractor in the Pool that wishes will be able to respond with a firm-fixed fee to complete the needed work. Projects may be directed to a Firm that specializes in a type of service; i.e. Electrical Design work may be directed to an electrical engineering firm; Civil work may be directed to a Civil Engineering firm. Negotiations will be held with the firm that is considered most reasonable and responsive, based on price and schedule.

**2.2.2 Typically, No Additional Forms Required.** Because LMH has included as a part of this RFQ a number of HUD-required forms and submittal paperwork, and because the bidder will have already submitted any such required paperwork as a part of the submittal to this RFQ, the bidder will not typically be required to submit any additional paperwork in response to the individual bids or quotes detailed within the immediate preceding Section 2.2.1 herein; typically, the bidder will only be required to submit his/her firm-fixed fee bid.

**2.2.3 Sealed Bid for each Job / Bonding Requirements.** Not Applicable for the A&E scope and bonding is not part of this scope.

**2.3 Contractor Responsibilities (in alpha order).** The following Sections 2.3.1 through 2.3.16 primarily pertain to the successful bidder’s or contractor’s responsibilities during any construction work assigned to a contractor by LMH.

**2.3.1 Contractor’s Disbarment.** As detailed within Chapter 10, Miscellaneous Requirements, of Handbook 7460.8 rev 2:

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- 2.3.1.1** If the Contractor has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose the information to its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose that information and LMH discovers it thereafter, then LMH could terminate the contract.
- 2.3.2 Contractor's Financial Capacity.** As detailed within Chapter 10, Miscellaneous Requirements, of Handbook 7460.8 rev 2:
- 2.3.2.1** The Contractor must be financially viable, and able to provide the services being procured. Upon request, the Contractor will provide an audited financial statement, including the latest balance sheet, income statements, and cash flow statements. If the financial statement identifies a name other than the name of the organization whose financial statement is provided (e.g. parent-subsidiary), please provide an explanation of the relationship.
- 2.3.3 Contractor's Request for Payment.** In accordance with LMH procedures and Capital Fund Guidebook guidelines:
- 2.3.3.1** LMH is responsible for making progress payments, if applicable. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.
- 2.3.3.2** Payment may be based on the percentage of work completed during a one-month period.
- 2.3.3.3** A 10% retainage may be held on each progress payment request. A separate payment request for the return of the retainage will be required at the completion of the work. NOTE: Retainage will not apply if LMH is making one payment only at the completion of work (meaning, if only one payment is made, retainage will not be necessary if all work has been fully completed to the satisfaction of LMH).
- 2.3.3.4 Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate, or the Contractor may also be required to view the following forms while performing Construction Administration for LMH (note: not all of the forms are included in the solicitation):
- 2.3.3.4.1** form HUD-51000 (11/30/2023), *Schedule of Amounts for Contract Payments*; For Use When Applicable.
- 2.3.3.4.2** form HUD-51001 (11/30/2023), *Periodic Estimate for Partial Payment*; For Use When Applicable.

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- 2.3.3.4.3** form HUD-51002 (11/30/2023), *Schedule of Change Orders*; For Use When Applicable.
- 2.3.3.4.4** form HUD 51003 (11/30/2023), *Schedule of Materials Stored*; For Use When Applicable.
- 2.3.3.4.5** form HUD-51004 (11/30/2023), *Summary of Materials Stored*; for Use When Applicable
- 2.3.3.4.6** form HUD-5372(11/30/2023), *Construction Progress Schedule*; For Use When Applicable; and
- 2.3.3.4.7** All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form HUD-WH-347 (Dec./2008). However, LMH prefers that the contractor use LCP Tracker. Instructions are available for the contractor.
- 2.3.3.4.8** **Retainage.** The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.
- 2.3.3.5** **Review and Approval.** LMH will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner (“satisfactory,” as determined at the sole discretion of LMH), the HA shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). LMH shall ensure:

  - 2.3.3.5.1** The request for payment is consistent with LMH-approved schedule of amounts for contract payments;
  - 2.3.3.5.2** As further detailed within the preceding Section 2.2.4.4.8 herein, the total of the request for payment does not include the amount to be retained by LMH under the contract (retention or retainage);
  - 2.3.3.5.3** The work covered by the request for payment has been performed in accordance with the construction documents;
  - 2.3.3.5.4** The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and



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**2.3.3.5.5** The Contractor has submitted all required reports such as payroll reports.

**2.3.4** **“Or Equal” Specifications.** Herein, or within any specifications, or within a punch-list issued to obtain bids, whenever LMH has listed a specific brand name the words “or equal” shall automatically apply thereto. This term “or equal” means that the apparent successful bidder may propose to provide an alternate product as long as such proposed alternate product, in the opinion of LMH, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed for “establishing design and quality standards” for the product identified. If a bidder wishes to provide a different product than the product LMH has identified, LMH will be pleased to respond to any specific written request from a bidder with a listing of the “essential characteristics” for any such product (the bidder may also, if he/she wishes, wait to see if the firm is the apparent successful bidder then submit such written request after the bid submittal deadline when LMH will evaluate such alternate products, if submitted).

**2.3.5** **Payroll Reports.** For Use When Applicable. LMH prefers that the contractor use LCP tracker. The A&E Contractor may be required to review reports during the Construction administration phase of work.

**2.3.6** **Permits.** The Contractor may be directed to obtain all required permits pertaining to any assigned work, and the cost will be part of a Task Order.

**2.3.7** **Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Lucas (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Ohio.

**2.3.8** **Retainage.** As may be further detailed herein, when such applies, retainage for this work shall be in the amount of 10%, which shall be applied to each payment until final payment, at which time all retainage held will be paid by LMH to the Contractor.

**2.3.9** **Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work that may be onsite, to the maximum extent feasible, to protect the safety of LMH residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

**2.3.9.1** Contractor must follow the Occupational Safety and Health Administration (OSHA) guidelines, all state and local codes and regulations, and services shall be performed in accordance with any applicable governmental regulations.

**2.3.10** **Security during Work.** Not applicable

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- 2.3.11 Temporary Facilities.** Not applicable
- 2.3.12 Time of Completion.** The Contractor shall commence, and complete, work as specified within the quotation or the Notice to Proceed form issued by the LMH for any ensuing work assigned by LMH.
- 2.3.13 Tools/Equipment/Materials.** Not applicable.
- 2.3.14 Weekends.** Unless otherwise approved by LMH in writing, the Contractor shall not perform work on LMH property during a holiday nor weekend days (Saturday or Sunday).
- 2.3.15 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to the City of Toledo, Lucas County, and/or the State of Ohio.
- 2.3.16 Current/Previous Contractor(s).** We currently have a number of firms in our "Pool." The purpose of this RFQ is to, in conformance with HUD requirements, expand the "Pool" by having more firms available to quote our work or offer additional services.

**2.4 General Information:**

- 2.4.1 Lucas Metropolitan Housing** (LMH) is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation.
- 2.4.2 LMH is governed** by a five (5) person Board of Commissioners, appointed pursuant to the above cited statute. The President and Chief Executive Officer controls the daily operations.
- 2.4.3 The mission of LMH** is "Housing is vital to our past, present and future! We create quality housing opportunities and build communities through collaborative partnerships. While stimulating economic growth, we empower individuals and develop the neighborhoods of tomorrow for the people of today".
- 2.4.4 MBE/WBE** LMH is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE). The firms submitting proposals are encouraged to include MBE participation to the maximum extent possible.
- 2.4.5 The Competitive Negotiation Process** or Award without Discussion(s) will be used to select the contract award, beginning with the highest ranked firm. LMH reserves the right

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to negotiate a contract with the individual(s), firm(s), or organization(s) who provide the greatest benefit to LMH, not necessarily the lowest price. The Competitive Negotiation Process considers many factors; lowest price may not indicate the successful vendor.

- 2.4.6 Vendor Disclosures** - 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 proposal; but withholding the information may be cause to reject the proposal.
- 2.4.7 Conflict of Interest** - No vendor will promise or give 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.
- 2.4.8 Subcontractors** - The successful Offeror(s) shall not contract with any proposed subcontractor who has not been accepted by LMH. The successful Offeror(s) shall notify LMH in writing the name of each proposed subcontractor. The acceptance or any objection shall be expressed in writing by LMH within ten (10) working days after the receipt of said request. LMH may, without claim for extra cost by the successful Offeror(s), may disapprove any subcontractor for cause on the basis of its own determination or, because the proposed subcontractor is listed as ineligible to receive awards of contracts for the United States on a current list or lists furnished by HUD.
- 2.4.9 Hiring and Subcontracting Strategies / Practices** - With the submission of this proposal, the Offeror shall be required to provide a Subcontracting Plan, which will be in line with LMH's desired commitment to 35% of all contracts to be awarded to Minority Business Enterprises (MBE). Also describe the strategy for minority participation in the organization in terms of hiring staff. Provide information on the number and percentage of minority employees in supervisory and non-supervisory staff positions.
- 2.4.10 Section 3 Resident Participation** - HUD Act of 1968, Section 3, and all revisions, are hereby incorporated into this solicitation by reference. With the interest of complying with these regulations to the greatest extent feasible, the Offeror shall be required to demonstrate compliance with the LMH Section 3 Policy and Procedures hereby incorporated in this solicitation by reference. All inquiries related to this program shall be directed to LMH's Section 3 Compliance Coordinator.
- 2.4.11 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:
- a. Decrease greenhouse gas emissions or are made with renewable energy;
  - b. Decrease the use of toxins detrimental to human health and to the environment;
  - c. 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);
  - d. Limit air, land, and/or water pollution;

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- e. Reduce the amount of waste they produce;
- f. Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); r
- g. Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.

**2.4.12 Contractor Licensing and standards** - The contractor will have the required experience, licenses, insurance, bonding, financial stability, equipment, and personnel needed to complete 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. All candidates and staff shall possess all required state and local licenses. In addition, the successful respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Candidates are presumed to be familiar with all Federal, State and Local Laws, Ordinances, Codes, Rules and Regulations that may in any way affect the services. In any subsequent contract, the successful candidate must agree to follow all local, State, and Federal / HUD regulations. Any resulting contract with the successful bidder will contain the mandatory HUD Form 5370-C1 General Contract Conditions - Non-Construction.

- a. **Contractor must have documented experience.** Documented experience in providing services to private entities, governmental agencies, or agencies of similar size. Contractor must have a practical knowledge of HUD rules, regulations, requirements, law, and related procedures; and knowledge of various HUD housing programs with a particular emphasis on Public Housing and Housing Choice Voucher (Section 8) Housing Programs.
- b. **Safety Standards:** OSHA Hazard Communication Standard: The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. To comply with this requirement, Lucas Metropolitan Housing Authority has developed a list of all the hazardous chemicals known to be present in our facility. A Safety Data Sheet (SDS) is also on file for each of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.
- c. **Hazardous Chemical & Materials.** In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) an SDS on any hazardous chemical (s) or material (s) which they bring into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.
- d. Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA Hazard Communication Standard and other provisions described in this notice.

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- e. Contractor must follow the Occupational Safety and Health Administration (OSHA) guidelines, all state and local codes and regulations, and services shall be performed in accordance with any applicable government regulations, and any directions issued regarding performance of work during the COVID-19 crisis.
- f. Regarding fall protection, the Contractor shall review and comply with OSHA fall protection standard: 1926.501 and/or 1926.501(b)(10). Failure to adhere to proper fall protection protocols could result in termination of the contract.

**2.4.13 Assignment** - The successful respondents shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title or interest, herein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the LMH.

**2.4.14 Equal Employment Opportunity and Supplier Diversity** - Both the Contractor and LMH have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors. Bidders are advised that the goal of MBE/WBE participation on this project is a minimum of 35% of the overall contract cost. Affirmative steps are to include assuring that small and minority businesses and women-owned business enterprises are solicited whenever they are potential sources.

**2.4.15 Vendor Examination of the RFQ** - Contractors 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. If a vendor discovers any mistakes or omissions in 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.

**2.4.16 Changes to RFQ** - LMH may make changes to this RFQ by addendum and shall be posted on the e-procurement marketplace website.

**2.4.17 Availability of Funds** - This RFQ and all agency contracts are contingent on the availability of funds. If, during the RFQ process, funds are not available for the proposed services, the RFQ process will be cancelled. The vendor will be notified at the earliest possible time. LMH is not required to compensate the vendor for any expenses incurred as a result of the RFQ process.

**2.4.18 Non-Appropriation 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 of other services performing similar functions and services.

**2.4.19 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 certified mail, return receipt requested,

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and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

**2.4.20 Holidays** - LMH recognizes the following holidays as vacation days for its employees:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr.'s Birthday	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

**2.4.21 Terms & Conditions** - The RFQ and the commitments made in the selected proposal will be contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

**2.4.22 Type of Contract** - The evaluation of proposals submitted in response to this RFQ may result in the issuance of a contract. The contract will incorporate the requirements of the RFQ, the vendor's proposal, and all other agreements that may be reached. The vendor is normally responsible for the execution of the project/program and contract requirements. If the vendor proposes a different type of approach, describe the contractual protection offered to ensure successful implementation of the project. If vendor proposes a multi-vendor or sub- contract approach, clearly describe the responsibilities of each party and the assurances of the performance you offer. The successful vendor's proposal, this RFQ, and other applicable addenda will become part of the final contract and will merge into the contract.

**2.4.23 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 the contractor does subcontract work, the subcontractor is required to be a legitimate company with a federal tax ID number, and it is required to provide LMH with certificates of insurance with the same limits of liability that are required of the contractor.

**2.4.24 Public Records Law** - All bids/proposals 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 proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit one hard copy and

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upon request, one electronic copy of its proposal and other submissions, which have 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.

- 2.4.25 Confidentiality** - Any vendor that has access to confidential information will be required to keep that information confidential.
- 2.4.26 No smoking on LMH property** - Smoking is prohibited on LMH properties. Smoking is only allowed in posted designated areas or a minimum of 20 feet away from building windows and doors.
- 2.4.27 Assignment of Personnel** - LMH shall retain the right to demand and receive a change in personnel assigned to the work if LMH believes that such change is in the best interest of LMH and the completion of the contracted work.
- 2.4.28 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

**2.5 Bonding and Insurance Requirements - Proof of Insurance for Contractors and Vendors**

**2.5.1 BOND REQUIREMENTS:**

There are no bonding requirements with this proposal.

**2.5.2 INSURANCE REQUIREMENTS:**

**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.

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**2.5.3 General and Commercial Liability:**

1. 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.
2. 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.
3. 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.
4. 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.
5. LMH reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
6. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

**2.5.4 Insurance Automobile Liability:**

1. 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.

**2.5.5 Indemnity:**

1. 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.

**2.5.6 Processing:**

1. 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.

**2.5.7 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.

**3.0 PROPOSAL FORMAT.**

- 3.1 Tabbed Proposal Submittal.** LMH intends to retain the Contractor(s) pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that LMH will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that LMH can properly evaluate the offers received, all proposals submitted in response to this RFQ must



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be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement LMH has published herein or has issued by addendum.

[Table No. 3]

Tab	Form	Description
1	<b>Cover Letter</b>	<p><b>Cover Letter.</b> Respondents should provide a 1-2-page cover letter that includes the following:</p> <ul style="list-style-type: none"> <li>• Summary of key information about the firm and its qualifications.</li> <li>• Description of the firm’s size, number of employees.</li> <li>• Name of Firm, main address, telephone and e-mail address.</li> <li>• Contact information for the primary contact person, including email and phone number.</li> <li>• Signature provided by an authorized principal of the Development Partner’s firm.</li> </ul>
1	<b>Form of Proposal</b> <b><u>Attachment “A”</u></b>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. It is a recap of required submittals.
1	<b>Profile of Firm Form</b> <b><u>Attachment “B”</u></b>	This 2-page <b>Profile of Firm Form (Attachment B)</b> must be fully completed executed and submitted under this tab as a part of the proposal submittal.
1	<b>Hourly Rates Form</b> <b><u>Attachment “H”</u></b>	The <b>Hourly Rates Form (Attachment H)</b> must be fully completed executed and submitted under this tab as a part of the proposal submittal. Attachment J
2	<b>References</b>	<p>The proposer shall submit a listing of 4 former or current professional references for which the proposer has performed similar or like services to those being propped herein within the last 2 years. You must reference any previous work done for another Housing Authority. It is reasonable to assume the Authority will contact references. The listing at a minimum, is to include:</p> <p><b>The client’s name or business name,</b>  <b>The client’s contact name,</b>  <b>The client’s address,</b>  <b>The client’s telephone number and email address,</b>  <b>A brief description and scope of services,</b>  <b>The dates the services were provided.</b></p>

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2	Proof of Licensing & Certifications	<p>The proposer must provide current proof of licensing requirements. The proposer will provide the following certificates evidencing licensing and required or supporting certifications:</p> <ul style="list-style-type: none"> <li>• <b>Registration with the State of Ohio</b></li> <li>• <b>Copy of licenses / certifications required to perform the scope of services.</b></li> </ul> <p>Note: upon award, a certificate of insurance with LMH as the additional insured will be required.</p>
2	Proposed Services	The proposer shall place documentation further explaining the proposer's services and showing how the proposer intends to fulfill the requirements of the preceding Scope of Services.
3	Form HUD 5369-C Certifications and Representations of Offerors, Non-Construction Contract;  <u>Attachment "C"</u>	<b>Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i></b> . This Form is attached hereto as Attachment B to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. Insert in Tab 3
		<b>Form HUD-5369-B (8/93), <i>Instructions to Offerors Non-Construction</i></b> . This Form is attached hereto as Attachment "E" to this RFQ document, and is for reference.
3	Section 3 Business Preference Documentation;  <u>Attachment D1 - D3</u>	<p>Every offeror will include and submit Section 3 documentation whether the proposer is claiming a Section 3 Business or not. Any Proposer claiming a Section 3 Business shall fully complete and execute the Section 3 Business Self-Certification Form (Attachment D1) and any additional required data required; and the Section 3 Individual Low-Income Person Self-Certification Form (Attachment D-2)</p> <p>Please note: Any offeror that is not claiming Section 3 <b>MUST</b> place "N/A" in all three election boxes on the Section 3 Business Self-Certification Form and submit with proposal.</p>
3	Subcontractor Listing  <u>Attachment "K"</u>	The <b>Subcontractor Listing (Attachment K)</b> must be fully completed executed and submitted under this tab as a part of the proposal submittal. (If Applicable)
3	W9	A fully completed Form W-9, Request for Taxpayer Identification Number and Certification ( <b>Attachment U</b> , attached hereto).
3	Insurance Certificates (COI)	<b>Provide Current Insurance Certificates</b> for Worker's Compensation, General Liability, Errors & Omissions, Auto
4	Other Information	<b>Other Information (Optional Item)</b> . The proposer may include hereunder any other general information that the proposer believes is appropriate to assist LMH in its evaluation.

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**Optional Tabs.** If no information is to be placed under any of the above noted tabs (especially the “Optional” 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.

**3.2 Proposal Submission Information**

- 3.2.1** LMH reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of LMH staff, LMH President / CEO and LMH’s Board of Housing Commissioners shall be final.
- 3.2.2** Proposals may be withdrawn by written requests dispatched by the Respondent in time for delivery in the normal course of business prior to the proposal due date and time. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.
- 3.2.3** 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. Proposals received after the deadline will not be considered. Submissions delivered by any other method (EMAIL or fax) will not be accepted.
- 3.2.4** All contractors must carefully review their final qualifications. Once the file has been opened, proposals cannot be changed; with the exception that LMH may request information or respond to inquiries for clarification purposes only.
- 3.2.5** All vendors submitting a proposal must agree to honor the terms and conditions contained herein for the life of the contract. No fees shall be proposed, discussed, or considered, either verbally or in writing, during this RFQ competitive solicitation process. LMH will, as detailed within Section 2.2 herein, conduct Request for Quotations based on a hourly rate form (see Attachment J) with the firms in the Pool each time LMH has need of work to be performed.
- 3.2.6 No Deposits/No Retainer.** LMH will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that LMH will pay each successful bidder for actual work provided only.

- 3.3 Proposer’s Responsibilities — Contact with LMH.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFQ process to the Procurement Manager only. Proposers must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for LMH to not consider a proposal submittal received from any proposer who may not have abided by this directive.

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**3.3.1 Addenda.** All questions and requests for information must be addressed in writing to the Procurement Manager. The Procurement Manager will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFQ Documents). During the RFQ solicitation process, the Procurement Manager will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFQ are made—between LMH 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 call the Procurement Manager—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 Procurement Manager may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the Procurement Manager may more fairly respond to all prospective proposers in writing by addendum.

**3.3.2 Pre-proposal Conference.** The scheduled Pre-proposal Conference Call identified within Table No. 2 on Page 3 of this RFQ Document is, pursuant to pertinent HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFQ with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference call. Typically, such conferences last 1/2 hour or less, though such is not guaranteed. The purpose of this conference call is to assist prospective proposers in having a full understanding of the RFQ documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference LMH will conduct an overview of the RFQ documents, including the attachments. Prospective proposers may also ask questions, though the Procurement Manager may require that some such questions are delivered in writing prior to a response be given in return in writing.

**3.4 Recap of Attachments.** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFQ, which are hereby by reference included as a part of this RFQ:

[Table No. 4]

Attachment	Description
	This RFQ Document
A	Form of Bid (Return)
B	Profile of Firm Form (Return)
C	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract Profile of Firm Form (Return)</i>
D	Section 3 Documents (Return)
E	HUD 5369-B - Instructions to Offerors, Non-Construction, <i>reference only</i>
F	<i>Supplemental Instructions To Proposers &amp; Contractors (SIPC) reference only</i>

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<b>G</b>	Sample Contract Form HUD-51915 (please note that this contract and the listed appendices are being given as a sample only—LMH reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that LMH feels it is in its best interests to do so), <i>reference only</i>
<b>G-1</b>	Sample Contract Appendix No. 1: form HUD-5370-C (11/30/2023), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work) reference only</i>
<b>G-2</b>	Sample Contract Appendix No. 1: form HUD-5370-C (11/30/2023), <i>General Conditions for Non-Construction Contracts Section II (With or without Maintenance Work) reference only</i>
<b>H</b>	Attachment “H” - LMH A&E Fee/Rate Proposal Form
<b>K</b>	Attachment “K” - Subcontractor Listing (If Applicable)
<b>U</b>	Attachment “U” - W9 Form

\*By submitting a proposal each successful proposer placed in the aforementioned “Pool” hereby agrees to complete and submit those forms as required. Also, in the case of any discrepancy of any terms and conditions listed within these forms and any other forms herein, LMH reserves the right to determine when such term or condition shall apply. By submitting a proposal in response to this RFQ, the proposer thereby agrees to abide by these requirements.

**4.0 PROPOSAL EVALUATION.**

**4.1 Evaluation Factors.** The following factors will be utilized by LMH to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 5]

(1) No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
1	20 points	Subjective (Technical)	The proposer’s <b>DEMONSTRATED UNDERSTANDING of LMH REQUIREMENT AND CAPACITY TO PERFORM WORK. Describe your firm’s capacity to do work and ability to meet design deadlines.</b> Provide evidence that the A/E is currently registered in the State of Ohio and carries Errors and Omissions insurance.
2	10 points	Subjective (Technical)	The <b>OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE</b> of the proposal submitted, based upon the opinion of the evaluators.

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3	25 points	Subjective (Technical)	The proposer’s <b>TECHNICAL CAPABILITIES</b> , indicated by profiles of the principal’s and staffs’ professional and technical competence / experience. Demonstrated knowledge of local building codes and Federal building alterations requirements.
4	45 points	Subjective (Technical)	The proposer’s <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the proposer’s <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by <b>reference checks or the information submitted within the proposal</b> .
	100 points		<b>Total Points</b>

**\*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.**

**4.2 Evaluation Method.**

**4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

**4.2.2 Evaluation Committee.** LMH anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFQ. PLEASE NOTE: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she **SHALL NOT** make any attempt to contact or discuss with such person anything related to this RFQ. As detailed within Section 3.5 of this document, the designated CO (Procurement Manager) is the only person at LMH that the proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

**4.2.3 Evaluation.** The appointed evaluation committee, independent of the CO or any other person at LMH, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1, 2, 3, and 4 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

**4.2.4.1 Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFQ are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

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[Table No. 6]

Classification*	Points Awarded Range					
	Rating	%	10	20	50	100**
Acceptable	Excellent	95%/+	10	19-20	48-50	95-100
Acceptable	Very Good	90%/+	9	18	45-47	90-94
Potentially Acceptable	Good	80%/+	8	16-17	40-44	80-89
Potentially Acceptable	Average	70%/+	7	14-15	35-39	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-34	0-69

\*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.  
 \*\*Total available points to be awarded, including cost points, minus preference points.

**4.2.4 Potential "Competitive Range" or "Best and Finals" Negotiations.** LMH 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. Any firm deemed not to be in the competitive range shall be notified of such in writing by LMH in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**4.2.5 Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the Procurement Manager to determine the final rankings, which is typically forwarded by the Procurement Manager for approval. If the evaluation was performed to the satisfaction of the Executive Staff, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval, depending on the amount of the award. Contract negotiations may, at LMH's option, be conducted prior to or after the BOC approval.

**4.2.5.1 Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).

**4.2.6 Notice of Results of Evaluation.** If an award is completed, all successful proposers will receive by e-mail a Notice of Intent to Award a contract. Such notice shall inform all proposers of:

**4.2.6.1** Which proposer received the award;

**4.2.6.2** Each proposer's right to a debriefing and to protest.

**4.2.7 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 LMH evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on LMH evaluation committee.



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**5.0 CONTRACT AWARD.**

**5.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFQ, the following detailed procedures will be followed:

**5.1.1** By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by LMH, including the contract clauses already attached as Attachments G and G-1, and G2 each attached hereto. Accordingly, LMH has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

**5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by LMH pursuant to this RFQ:

**5.2.1 Contract Form.** LMH will not execute a contract on the Contractor’s form—contracts will only be executed on LMH form (please see Sample Contract, Attachments G, G-1, and G2 each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that LMH reserves the right to amend this form as LMH deems necessary). However, LMH will during the RFQ process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for LMH to do so; but the failure of LMH to include such clauses does not give the Contractor the right to refuse to execute LMH’s contract form. It is the responsibility of each prospective proposer to notify LMH, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. LMH will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by LMH’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

**5.2.1.1 Mandatory HUD Forms.** Please note that LMH 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, or any subsequent projects (QSP or IFB).

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

**5.2.3 Unauthorized Sub-contracting Prohibited.** The successful proposers 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. 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 LMH, or may result in the full or partial forfeiture of



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funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

**5.2.4 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.

**5.3 Contract Period.** LMH anticipates that it will initially award a contract for the period of 1 year with the option, at LMH's discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years or 60 months.

**5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:

**5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

**5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Housing Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Housing Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with maximum deductible amount of \$5,000; and Professional Liability (Errors and Omissions) of a minimum of \$1,000,000.

**5.4.3 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

**5.4.4 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Toledo, Lucas County, and/or the State of Ohio.

**5.4.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

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- 5.5 Contract Service Standards.** All work performed pursuant to this RFQ must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 5.5.1 Right to Negotiate Final Fees.** The Authority shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the Authority's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated proposer. If the Authority and such proposer cannot arrive at a mutually agreed upon price or terms for the work to be performed, the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated proposer or cancel the solicitation in its entirety. The Authority shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 5.6 Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful proposers, shall be provided to LMH within 10 workdays of notification by LMH.
- 5.7 Public Records Law:** All bids/proposals 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 proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit four hard copies and upon request, one electronic copy of its proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.

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