

SOLICITATION #RFP22-R009

REQUEST FOR PROPOSALS (RFP)

For

Property Management Services



Release Date: September 27, 2022

Due Date: October 28, 2022 @ 3:00pm ET

Prepared by Lucas Metropolitan Housing
435 Nebraska Avenue, Toledo, OH 43604
P.O. Box 477, Toledo, OH 43697-0477

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Introduction/Background

Lucas Metropolitan Housing (LMH), referred to as the “Owner” is requesting proposals from qualified property management companies, referred to as the “Offeror” to provide property management services for Collingwood Green Development, a 272-unit, senior and family housing development and Parqwood Apartments, a 134-unit housing development.

The Owner intends to solicit proposals, evaluate the proposals, conduct oral presentations with the Offerors in the competitive range, verify the information presented, and award a contract to the most responsible and qualified Offeror, from whose proposal is most advantageous to the Owner, with price and other factors considered. The Owner may award a contract to a qualified, licensed and insured professional property management company to manage, maintain and operate the Collingwood Green and/or Parqwood developments. It is further desired that the solicitation process will ensure competitive bidding.

1. **Collingwood Green** is the redevelopment of a former 425-unit LIPH project near the Central Business District of Toledo. This master planned community has a PUD in place and a commitment for new public infrastructure provided by the City of Toledo.

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- **Phase I** is a 65-unit elderly LIHTC project that has closed and is currently 95% occupied and had 33 units of low-income public housing. This site is projected to be converted to RAD in the next 24 months.
- **Phase II** is a 68-unit townhouse LIHTC family development that has closed and is 96% occupied and has 34 units of low-income public housing. This site is projected to be converted to RAD in the next 24 months.
- **Phase III** is a 55- unit townhouse LIHTC family development that has closed and is 96% occupied with 28 Project Based Vouchers in place.
- **Phase IV** is a pending phase that will include a 40-unit LIHTC townhouse project that will build upon the themes of Phase II and III and contain 20 units of Project Based Rental Assistance (PBRA). This project is the funding application phase and is expected to break ground by summer 2023 with lease up expected to begin in early 2024.

2. **Parqwood Apartments (RAD)** is a 134-unit 4% LIHTC project with PBRA and FHA mortgage as permanent financing. Closing and renovations have been completed.

- Parqwood Apartments has undergone substantial rehabilitation in 2015 as part of a HUD program to convert the building from Public Housing into Section 8 rental subsidized units. The building is a low-income, age restricted (age 55+) apartment community that consists of 134 units situated in a three-story elevator building (with basement) and an adjoining one-story community building. As part of the program all the units in the building have received new windows, finishes, bathroom fixtures and kitchens. Current occupancy is at 96.2%.

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RFP INFORMATION AT A GLANCE

[Table No. 2]

Lucas Metropolitan Housing Point of Contact:	Gary McPheron, Procurement & Contracts Manager Telephone: (419) 259-9446 E-mail: gmcpheron@lucasmha.org Scott Noonan, Procurement Associate Telephone: (419) 259-9438 E-Mail: snoonan@lucasmha.org
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	<ol style="list-style-type: none"> 1. Access https://ha.internationaleprocurement.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) 526-0160.
PRE-PROPOSAL CONFERENCE CALL	<u>October 04, 2022 at 3:30 pm ET</u> Call-in #: 800-920-7487 Participant Code: 91600386#
PRE-PROPOSAL MEETING	<u>October 07, 2022 at 09:30am ET</u> Port Lawrence Community Center 201 Belmont, Toledo, OH 43604
PRE-PROPOSAL SITE VISITS	<u>October 07, 2022</u> 10:30am – Collingwood Green 11:30am – Parqwood Apartments
QUESTION SUBMITTAL DEADLINE	Questions will be received in writing no later than <u>12:00 pm on October 18, 2022.</u> Responses will be posted as an addendum and will be posted on the eProcurement Marketplace
PROPOSAL SUBMITTAL DEADLINE. Upload your proposal to the e-Procurement Housing Authority Marketplace	<u>October 28, 2022, no later than 3:00pm ET:</u>

1.0 LMH'S RESERVATION OF RIGHTS.

The Agency reserves the right to:

- **Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- **Not Award.** Not award a contract pursuant to this RFP.
- **Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).
- **Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, "Contractor") shall provide the services called for in this RFP.
- **Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- **Negotiate.** Negotiate the fees proposed by the proposer entity.
- **Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- **Prohibit.** At any time during the RFP or contract process, 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 eProcurement Marketplace (hereinafter, a.k.a., the "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 the Agency that he/she feels needs to be addressed. Failure to abide by this time-frame shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
- **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).

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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. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

2.0 Scope of Work / Technical Specifications:

2.1 Detailed Scope of Services:

The Owner will enter into a one-year contract for property management services with an option to renew the contract for an additional two years. The renewal periods are subject to the Owner's approval and are not to exceed a total contract duration of three years. Such contracts and extensions will be subject to various termination rights for cause, convenience, or investor determination. The property management services will include, but will not be limited to, the following duties and responsibilities.

All proposals must conform to the requirements and specifications outlined in this solicitation and any attachments. Final selection of a professional property management company is subject to the approval of the Ohio Capital Corporation for Housing, the Ohio Housing Finance Agency, the U.S. Department of Housing and Urban Development and the LMH Board of Directors.

Property Management Services will generally be defined as including the following:

1. Staffing of knowledgeable management and maintenance personnel for the property who are responsive to the physical needs of the property and provide a high level of service to the residents;
2. Staffing of knowledgeable management familiar with tax credit compliance (tax credit specialist certification preferred), Public Housing compliance (PHM certification preferred), Rental Assistance Demonstration (RAD) compliance and knowledge of HOME program compliance.
3. Marketing the property to eligible potential tenants so that a reasonably high occupancy percentage is achieved and maintained;
4. Continued lease-up of all housing units, including determining eligibility, timely certifying and re-certifying income and making tenant selections – including timely upload of 50058 forms to the U.S. Department of Housing and Urban Development (HUD's) PIH Information Center (PIC) database.

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5. Screening tenants according to a Tenant Selection Policy adopted by the LMH Board;
6. Qualifying tenants based on HUD and tax credit restrictions so that no units are found to be not in compliance;
7. Rent determinations and re-certifications for public housing tenants;
8. Bill and collect rents and other receipts;
9. Enforce resident leases and take appropriate legal action;
10. Keeping property and tenant files in suitable condition for review by investors, HUD, and tax credit compliance agencies;
11. Conduct regular visits to each unit. Two visits the first year and annually thereafter;
12. Perform and/or oversee the emergency, daily/regular and preventative maintenance for the buildings, grounds and units to ensure each development is well-maintained;
13. Perform and oversee the daily operations of the project, including the maintenance of a system of records, books and accounts using the accrual method of accounting;
14. Provide accurate and timely monthly reports, year-end financial statements, audit drafts and tax returns by January 30th;
15. Preparing and presenting to LMH and investors annual budgets for the operation of the property and detailed performance reports on a monthly, quarterly and annual basis. Each development must have separate accounting and reporting;
16. Meets with the owner's representative, and in conjunction with the owners, develop an accurate budget 90- days prior to year-end;
17. Providing software and technical systems to fulfill the duties of a property manager;
18. Pay the debt services, utilities and taxes on the developments in a timely manner;
19. Daily management, maintenance and operation of the above listed properties;
20. Providing ongoing training and support to on-site personnel;
21. Hire and train staff, whenever possible, from the neighborhoods served;
22. Maintaining compliance with all Ohio Housing Finance Agency Qualified Allocation Plan property management-related Policy Statements;
23. Additional program compliance that needs to be performed is as follows: any requirements for LIHTC low-income housing tax credit, (a dollar-for-dollar tax credit for affordable housing

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investments); Multi-family – is a classification of multiple separate housing units with different forms of subsidy (Sec 8, PH, etc.); Public Housing – Housing provided by a PHA subsidized by public funds (HUD); Layered Funding – A project with multiple forms of subsidy (i.e. HOME funds, HCVP, LIPH, Market rate, etc.)

24. Comply with the requirements as noted in Property Management Sample Agreement - Appendix A of this RFP;
25. Obtaining and evaluating proposals and bids to provide maintenance and other services and procuring subcontractors as needed to comply with all requirements as noted in Property Management Sample Agreement Appendix A.

Site staff and other operating expenses (except security and resident engagement services) shall be paid by the rental revenue of the property and shall not be a direct expense of the company providing property management. The list above is not intended to be comprehensive but a general guide for the scope of the duties sought from the property management company.

Reporting

The Property Manager will be responsible for generating an Occupancy Summary report for each development by the first working day after the end of each calendar month for the preceding month.

The Property Manager will also be responsible for generating a Monthly Operating Report for each development on or by the 15th day after the end of each calendar month, including, but not limited to:

1. An Operating Report Reflecting Budget Comparisons w/ Actual Operating Expenses and Receipts
2. Summary of Account Balances for all Operating, Deposit, Escrow and Reserve Accounts
3. Income Statement
4. Balance Sheet
5. Rent Roll
6. Bank Reconciliation
7. Receivable Ledger / Trial Balance / Aging Report
8. Itemized Statement of Receipts and Disbursements
9. Itemized Statement of All Accounts Receivable
10. Payable Ledger / Trial Balance / Aging Report

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11. Security Deposit Activity
12. Additional Information as required.

LMH is asking that each offeror submit samples of the above-mentioned reports in their response under Tab D.

The Property Manager will be responsible for generating a quarterly report for each development on or by the 15th day after the end of each calendar quarter, including, but not limited to:

1. Balance Sheet
2. Income Statement with Actual vs Budget Comparison
3. Copies of Cancelled Checks and Any Statement/Invoice for Real Estate Taxes and Insurance Premiums Paid during the quarter
4. Copies of Cancelled Check (s) and Invoice for any payment of \$5,000 or more
5. Reconciled bank statements for all accounts
6. Additional information as required.

After the preliminary selection of a company from this Request for Proposal, LMH will enter negotiations with that company to complete a Management Services Agreement (the "Management Agreement"), further stipulating the specific duties of the property manager. That document is required by HUD to contain certain definitions and clauses that are important for any company proposing to manage the property to fully understand prior to submitting a proposal. The HUD required terms and conditions in the Management Agreement are attached to this Request as **Appendix A**.

LMH does not intend for the property management company to be a party to the financing of the property or to provide guarantees for the financial performance of the property. As part of the negotiation of the Management Agreement, the company and LMH will specifically designate the area of grounds that are to be maintained by the company. The maintenance of all designated areas will be an expense of the property and not a direct expense of the management company.

Respondent should propose a fee structure consistent with the HUD Safe Harbor practices for mixed-finance properties. This document is attached (Appendix B) and may be found on the HUD Mixed-Finance website at

<https://www.hud.gov/programoffices/publicindianhousing/programs/ph/hope6/grants/admin>

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Fees may be proposed on a percentage of effective gross income (“EGI”) or on a per-unit-month (“PUM”) basis. If the respondent chooses to propose a fee based on EGI, it may assume the public housing units have rent that is the equivalent of the tax credit units.

Prior to the commencement of leasing, the selected company will be required to participate in planning sessions, author marketing and management reports, and provide details about their operational history in support of applications for financing. No compensation will be provided for these tasks.

Requirements of the Property Management Company/Property Manager

The Property Manager will be a Specialist in Housing Credit Management (SHCM) or Housing Credit Certified Professional (HCCP) or Blended Occupancy Management Certification, LIHTC Management Certification and a certified Public Housing Manager (PHM) or able to obtain these certifications within 6 months of contract commencement. Housing Multifamily Specialist (MHS) certification is preferred.

The Property Management Company will perform its services in full compliance with applicable Federal, State and local government regulations and also with the terms and conditions of the attached Property Management Sample Agreement (Appendix A). All units will be subject to Public Housing and LIHTC rules and regulations, as well as the policies and procedures in Collinwood Green I, II, III, and IV, LMH’s and Parqwood management plans.

The Property Management Company should provide information on the software program(s) for which they are licensed and have in use at other currently managed developments. The Property Management Company should provide any experience that they have using Yardi Voyager or Emphasys Elite.

All proposals must conform to the requirements and specifications outlined in this solicitation and any attachments. Final selection of a professional property management company is subject to the approval of the Ohio Housing Finance Agency, the LMH Board, the Limited Partner, and the U.S. Department of Housing and Urban Development.

Evaluation Criteria

LMH will enter into negotiations for a Management Agreement with the company with the most responsive proposal that best meets the needs of LMH. Proposals will be reviewed by the LMH Manager of Development for submission requirements. Proposals will then be scored by an evaluation team selected by LMH and using the weights and criteria described below and on the Scoring Evaluation Plan found later in this RFP. Proposals not meeting the submission requirements set forth in this RFP may be determined as non-responsive.

**All offerors must be OHFA pre-qualified Property Managers.
Responsive proposals will be evaluated based on the following:**

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- **Experience** - The chief criteria will be evidence of the proposing company's actual experience in marketing and managing affordable and mixed-income housing. The ideal company would have substantial experience in the local market managing tax credit and HUD-supported properties with 50 units or more. Resumes of key personnel should be included with the submission. The company should have the demonstrated ability to provide excellent physical care of properties, attract and retain high quality tenants, provide service and amenities that distinguish their properties and have no compliance issues. The Property Management company should have experience in established financial management systems and tenant database capability and experience in administering the delivery of resident social supportive services.
- **Capacity** - A qualified company will demonstrate evidence of their ability to dedicate regional staff to the property and to attract and retain site-specific staff. The company must also demonstrate its capacity to perform over a period of 15 years or more and the financial stability needed for long-term success.
- **Supporting Materials** - The Company may provide materials that it deems useful in further helping to determine its qualifications, including a profile of projects of similar type that have been successfully marketed to the target audience. Additionally, the Offeror shall submit a proposed Estimate of Certain Annual Operating Expenses (Attachment A).
- **Fee** - The reasonableness of the proposed fee to the Authority for providing the required services.

To promote fair and equal treatment of all proposals, each evaluation factor carries a relative weight. The weight of each evaluation criteria listed above is defined in the Evaluation Criteria section of this RFP document. Interviews and site visits will be required of respondents deemed to have a competitive proposal.

2.2 General Information:

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.

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.

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".

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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.

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 to negotiate a contract with the individual(s), firm(s), or organization(s) who provides 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.

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.

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.

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.

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.

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 relative to this program shall be directed to LMH's Section 3 Compliance Coordinator.

Safety Precautions

The Property Management Company shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this RFP or any resulting contract. The Management Company shall also follow industry safety standards and use only industry approved safety equipment in accordance with the manufacturer's specification in the performance of all duties.

Minimum Wage

The Property Management Company shall pay all of its employees at least the legal minimum wage as determined by the United States Department of Labor.

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.

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AFFH Compliance

The parties agree to affirmatively further fair housing. For purposes of the AFFH rule, the duty to “affirmatively further fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

Applicable Statutes, Regulations and Orders

Offeror(s) shall comply with all statutes, rules, regulations, and executive orders affecting procurements by Housing Authorities, including Copeland “Anti-Kickback” Act (18 USC 874), Fair Labor Standards Act (29 USC 201 et Seq.), etc. A full list may be obtained from the Procurement Department.

Record Retention Policy

The contractor shall retain all books, documents, papers and records pertaining to an awarded contract for three (3) years after final payment and all other pending matters are closed.

Vendor Examination of the RFP

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

If a vendor discovers any mistakes or omissions in the RFP 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 RFP.

Changes to RFP

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

Availability of Funds

This RFP and all agency contracts are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP 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 RFP process.

Non-Appropriation Clause

The proposed services will be subject to termination in the subsequent fiscal years if the

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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.

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

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

TERMS & CONDITIONS

The RFP 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.

Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, 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 RFP, and other applicable addenda will become part of the final contract and will merge into the contract.

Contract Period – Funding & Invoicing

Contracts shall be for a one-year period with the option for two additional one-year extensions solely at the discretion of the LMH. Requests for payment shall be subject to the requirements of HUD 5370. LMH payment terms are N30. Payment by LMH is made within 30 days of receipt of invoices and any required documentation.

2.3 Insurance Requirements - Proof of Insurance for Contractors and Vendors

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 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.

Insurance Commercial Liability:

1. LMH requires that the contractors and vendors supply LMH with a current Certificate of Insurance listing LMH as an additional insured to their commercial general liability policy.
2. Such coverage must be maintained for the term of the contract.
3. LMH requires that the contractors and vendors' general liability policy such insurance be primary to LMH's general liability policy.
4. Insurance limits for contractors and vendors' policies shall be no less than \$500,000/\$1,000,000 for personal injury and property damage.

Insurance Automobile Liability:

1. Contractors and vendors shall provide proof of automobile liability insurance for their automobiles, trucks or other vehicles used in performance of their contracts of \$250,000/\$500,000 for personal injury and property damage.

Indemnity:

1. Contractors and vendors agree to indemnify LMH, to the fullest extent provided by law, for any and 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.

Confidentiality & Security

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

Contractor shall comply with all applicable federal, state and local laws and ordinances as may be amended from time to time.

3.0 Proposal Format.

3.1 Preparation of Proposal

Proposals must provide a clear picture of the offeror's qualifications to provide the services required in the RFP. The offeror should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

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

Proposal Cost

The cost of creating proposals is the responsibility of the vendor and shall not be chargeable to LMH. The vendor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 360 days after the proposal submission date.

False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

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. The signature must indicate the title or position the individual holds in the vendor's organization.

The completed RFP proposal must be received by the time and date listed on the cover of this RFP. All vendors must carefully review their final proposals. Once submitted, proposals cannot be changed; however, LMH may request information or respond to inquiries for clarification purposes only. All vendors submitting a proposal must agree to honor the terms and conditions contained herein for the life of the contract.

3.2 Proposal Format:

Tabbed Proposal Submittal: LMH intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that LMH will, as detailed within the following Section, 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 RFP must be formatted in accordance with the sequence noted following. Each category must be separated by separate tabs and labeled with the corresponding tab reference also noted below.

Proposals must be indexed corresponding to the following format and lettering:

TABLE OF CONTENTS

TAB (A) – LETTER OF TRANSMITTAL

A letter of transmittal (preferably on letterhead) bearing the signature of an 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 this letter.

TAB (B) – ORGANIZATION

Information about the company: size, structure, history, and any relevant certifications such as a Minority-owned or Disadvantaged Business Enterprise

TAB (C) – STAFF QUALIFICATIONS AND EXPERIENCE

1.) The Offeror should describe the qualifications of staff to be assigned to the Project.

Descriptions should include:

- Project team make-up (only include resumes of staff to be assigned to the project.)
- Assigned Project Manager (the main liaison/contact person for LMH)
- Overall supervision to be exercised (including how subcontractors will be handled)
- Professional Licenses or credentials held by team members, including broker of record license
- If any subcontractors are used, then all aforementioned information should be provided about each potential subcontractor.

2) Experience - List assignments within the last four (4) years that best demonstrate the offeror’s competence to perform work similar to the required Scope of Services, including:

- Description of project(s) and key participants
- Date the project(s) started and completed
- A brief narrative of the project(s)
- Project(s) Contact personnel

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TAB (D) – SUPPORTING MATERIALS

Provide materials that the offeror deems useful to further assist the Evaluation Panel in determining qualifications, including sample documents, a proposed “Detailed Estimate of Certain Annual Operating Expenses” (Attachment A), and sample reports from the accounting system that demonstrates reporting capability.

TAB (E) – SCOPE OF SERVICES

State specifically your intended practices addressing the materials in the “Scope of Services.” Please cite previous examples of providing such services and your organization’s commitment to meeting or exceeding the expectations and duties set forth.

TAB (F) – COST PROPOSAL

All submissions must include an initial fee proposal or methodology. Fee should be proposed as a percentage of Effective Gross Income (EGI) and cannot exceed 6% of EGI. Any additional fees and/or anticipated costs that are expected to be expensed to the owner need to be identified in the proposal and clearly explained and justified.

TAB (G) – REFERENCES

Provide contact data for the project(s) listed in the “Statement of Experience and Qualifications.” Data information should include a phone number **and** an email address. Include at least three (3) organizations and contact information (**including email addresses**) where you have provided similar services within the last 24 months.

TAB (H) – EXHIBITS

(**Exhibits 1-6**) All other required information is set forth by each of the following exhibits. Return the ones marked “return” and place in Tab H.

(**Attachment A**) Detailed Estimate of Certain Annual Operating Expenses (complete and return in **Tab D**)

(Other) **Any remaining attachments/Appendices are for your information only and NOT to be returned.**

Exhibit (1) – Proposal Request Form (**Return**)

Exhibit (2) – Form of Proposal (**Return**)

Exhibit (3) - Profile of Firm (**Return**)

Exhibit (4) – HUD 5369-C Certifications and Representation of Offerors (Non-Construction) (**Return**)

Exhibit (5) – HUD 5369-B Instructions to Offerors (Non-Construction) (**Information Only**)

Exhibit (6) – HUD 5370-C – Part I and II General Conditions for Non-Construction Contracts (**Information Only**)

Exhibit (7) - Sample of Property Management Agreement (**Information Only**)

Exhibit (8) - Cost Control and Safe Harbor Standards (**Information Only**)

Attachment A – Detailed Estimate of Certain Annual Operating Expenses (*Place in TAB D*)

3.3 Proposal Submission Information

Acceptance and Rejection of Proposals

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.

Withdrawal of Proposal

Proposals may be withdrawn by written request 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.

4.0 Proposal Evaluation

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 provides 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.

LMH will select the respondent 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.

LMH reserves the right to waive any minor irregularity or technicalities in the proposals received. LMH reserves the right to award without discussion (s) and may make an award to multiple vendors. The Request for Proposals selective process will involve the ranking of offerors by the appointed LMH evaluation committee. Once the proposals have been evaluated, LMH will negotiate with the Respondent (s) who fall within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee.

4.1 Preliminary Proposal Review

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

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Proposals in response to the RFP must meet the following requirements:

- The proposal must be received at the address indicated in the RFP no later than the time and date listed on the cover of this RFP.
- Proposals not submitted through the HA E-Procurement Marketplace by the specified date will be rejected.
- Proposal must be signed by an authorized vendor representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not will be filed as rejected.

4.2 Final Review

All valid proposals will be reviewed, evaluated, and rated by a Review Committee. The Review Committee will be composed of LMH staff.

- The Review Committee will evaluate each proposal against the criteria in the RFP. 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 proposals 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 aspect of the program.
- The Review Committee members may request information from sources other than the written proposal to evaluate vendor's programs. Other sources of information may include oral presentations by vendors, written responses to clarifying questions posed by the Review Committee, and vendor's history/experience in providing similar services.
- 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.
- Written notification will be made to all vendors who submitted a proposal. In awarding the contract, LMH's evaluation will include, but will not be limited to:
 1. Criteria for the Stage 1 review.
 2. Strength and stability of the vendor to provide the requested services;
 3. Ability to meet the project/program time lines;
 4. Overall responsiveness and completeness of the proposal as well as the likelihood that, in LMH's opinion and at LMH's discretion, the proposal best meets or exceeds LMH's specifications;
 5. Scope of service being proposed;
 6. Customer references;
 7. Cost of proposed service;
 8. Any other factors considered relevant by LMH and demonstrated by the proposal or investigation by LMH;

9. Experience with a similar project/program of comparable size and scope

- Responsive offerors will be notified of their non-selection after the preferred vendor is notified. If the successful vendor fails to execute the contract, LMH may award the contract to another vendor whose proposal met the requirements of the RFP and any addenda. The period within which such an award of the contract may be made shall be subject to the written agreement between LMH and the vendor.
- LMH reserves the right to make an award based solely on the respondent or to negotiate further with one or more contractors. The contractor selected for the award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

4.3 Appeals & Remedies

- Contractor Right to Debriefing and Protests
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.
- 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, all Offerors shall have the right to a debriefing. The request for a debriefing must be made within 10 days of the date of 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.

4.4 PROPOSAL EVALUATION CRITERIA

Evaluation Factors. The following factors will be utilized by the appointed LMH evaluation committee to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal.

Evaluation Criteria to be used in reviewing proposals and their respective weights are as follows:

[Table No. 3]

No.	Max Point Value	Factor Description
1	30 points	<u>Demonstrated Quality of Performance and Past Record of Professional Experience in Property Management</u> - Undertaking assignments similar to those described in the Scope of Services. Experience and reliability of the respondent’s firm, and information that documents housing complex experience with 50 or more units, and experience with Public Housing/Low Income Tax Credit and experience in the State of Ohio, will strongly be considered. The experience should include experience in established Financial Management Systems and Tenant Database capability; and experience in administrating the delivery of resident and social supportive services.
2	25 points	<u>Managerial Capacity & Qualifications</u> - Required licenses, staff qualifications and experience.
3	25 points	<u>Operational Systems and Procedures</u> - Provide sample reports, description of maintenance procedures, emergency procedures and accounting/internal controls.
4	15 points	<u>Proposed Fees and Estimated Operating Expenses</u> - Appropriateness of cost to scope of work.
5	5 points	<u>Hiring & Subcontracting Strategies / Practices</u> - Describe the strategy for minority participation in the organization in hiring and subcontracting.
	100 points	Total Points

5.0 CONTRACT AWARD.

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

By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachment 4-6, each attached hereto. Accordingly, LMH

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has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

- **Contract Form.** LMH will not execute a contract on the Contractor's form—contracts will only be executed on the LMH form (please see Sample Property Management Agreement, Attachments 4-6 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 deemed necessary). However, the Agency will during the RFP 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 the LMH contract forms. 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. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
- **Mandatory HUD Forms.** Please note that the Agency 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 RFP.
- **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- **Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (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 the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- **Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 2 additional one-year option periods, for a maximum total of 3 years.
- **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. NOTE: Such "negotiation," if conducted, shall occur as a part of the process detailed within the preceding Section 4.2.5 herein.

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- **Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

6.0 Recap of Attachments.

It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby included as part of this RFP.

[Table No. 4]

Exhibit/ Attachment	Exhibit / Attachment Description
	This RFP Document
Exhibit 1	Proposal Request Form
Exhibit 2	Form of Proposal
Exhibit 3	Profile of Firm
Exhibit 4	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
Exhibit 5	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
Exhibit 6	Sample Contract Appendix No. 1: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I and II Supplemental Instructions to Bidders & Contractors (SIBC)</i>
Exhibit 7	Sample of Property Management Agreement - (please note that this agreement 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 agreement any additional clauses that LMH feels is in its best interests to do so)
Exhibit 8	Cost Control and Safe Harbor Standards
Attachment “A”	Detailed Estimate of Certain Annual Operational Expenses (Place in Tab D)