

# **SOLICITATION #RFP22-R010**

## **REQUEST FOR PROPOSALS (RFP)**

For

**Construction Manager at Risk for CO Detector Installation**



Release Date: October 14, 2022

Due Date: November 8, 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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Detector Installation)**

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**Introduction/Background**

The Lucas Metropolitan Housing Authority (LMH) is seeking proposals from qualified construction management companies to provide Construction Manager at Risk (CM at R) services for certain real estate owned by Lucas Metropolitan Housing (LMH). LMH owns and manages approximately 2,760 public housing units and administers 4,391 federal Housing Choice rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

LMH is governed by a Board of Commissioners consisting of five (5) Board members.

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

It is the intention of the Lucas Metropolitan Housing to take reasonable, affirmative steps to increase access and opportunities for handicapped individuals in all programs, services, and administrative operations., in accordance with Section 504 of the Rehabilitation Act of 1973. If you have a visual impairment, hearing or physical impairment that does not permit you to read this notice, the Lucas Metropolitan Housing will provide appropriate assistance.

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**RFP INFORMATION AT A GLANCE**

[Table No. 2]

<b>LUCAS METROPOLITAN HOUSING POINT OF CONTACT:</b>	<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>
<b>HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE</b>	<ol style="list-style-type: none"> <li>1. Access <a href="https://ha.internationaleprocurement.com">https://ha.internationaleprocurement.com</a></li> <li>2. Click on the "Login" button in the upper left side.</li> <li>3. Follow the listed directions.</li> <li>4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866) 526-0160.</li> </ol>
<b>PRE-PROPOSAL CONFERENCE CALL</b>	<b><u>October 18, 2022 at 2:00 pm ET</u></b> Call-in #: 800-920-7487 Participant Code: 91600386#
<b>PRE-PROPOSAL MEETING</b>	<b><u>October 21, 2022 at 09:30am ET</u></b> Port Lawrence Community Center 201 Belmont, Toledo, OH 43604
<b>PRE-PROPOSAL SITE VISITS</b>	<b><u>October 21, 2022</u></b> <b>10:30am – TBD</b> <b>11:30am – TBD</b>
<b>QUESTION SUBMITTAL DEADLINE</b>	<b>Questions will be received in writing no later than <u>12:00 pm on October 25, 2022.</u></b> Responses will be posted as an addendum and will be posted on the eProcurement Marketplace
<b>PROPOSAL SUBMITTAL DEADLINE.</b> Upload your proposal to the e-Procurement Housing Authority Marketplace	<b><u>November 8, 2022, no later than 3:00pm ET:</u></b>

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## 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 timeframe shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such an 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). 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

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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:**

- 1) The Lucas Metropolitan Housing Authority (LMH) is seeking the services of a qualified Construction Manager at Risk (“CM at Risk”) with experience in renovation construction of multi-family housing who will work as part of a team that may also include an architect and electrical engineer, with LMH as the developer. The team will be working together to evaluate the need for, locations, types, and installation of new CO detectors throughout LMH properties. Where applicable, the A&E shall evaluate the use of low-power wireless devices (Bluetooth) in lieu of standard hardwired installation.
- 2) In accordance with HUD PIH Notice 2022-01, requiring all Public Housing to comply with the International Fire Code (IFC) 2018 standards on the installation of CO alarms or detectors by December 27, 2022.
- 3) The construction phase of the project is expected to last up to 6 months. The CM at Risk will be expected to work closely with the owner’s team to develop and implement a carefully orchestrated schedule.
- 4) It is LMH’s intent to work with the contractor to provide a list of units that potentially require new CO alarms/detectors and access to public housing units during all required work. All design work shall be in accordance with Americans with Disabilities Act (ADA) and Uniform Accessibility Standards (UFAS) and will be in compliance with current City Engineering requirements and codes, and any other body having jurisdiction.
- 5) LMH reserves the right to accept or reject any or all responses, and to waive informalities. No oral interpretations will be given to any response as to the meaning or intent of the Contract Documents or be effective to modify any provisions of the documents. No response shall be withdrawn for a period of one-hundred and fifty (150) days after the submission of offers, without the prior written consent of LMH. The successful candidate shall be required to possess all applicable licenses, certifications, insurance, and bonding. LMH prohibits discrimination in any manner based on race, color, creed, national origin, sex, age, or disability and will pursue an affirmative policy of fostering, promoting, and conducting business with minority owned enterprises.

### **2.1 Services to be provided:**

- 1) LMH seeks to retain a Construction Manager at Risk (“CM at Risk”). A CM at Risk is an entity that (i) provides construction management services for a project throughout the preconstruction and possibly the construction phases, (ii) is licensed as a General Contractor through the State of Ohio and the City of Toledo, and (iii) guarantees the cost of the project.

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The CM at Risk will be responsible for managing all design and permitting activities and will obtain the items necessary to conduct the work including, but not limited to: environmental reports, survey, due diligence reports, coordination with the City of Toledo, submission of all plans for approval by agencies having jurisdiction, planning, and other approvals as necessary. ***Respondents should not contact any other entities that may be referred to in this solicitation.*** LMH will work together as a team with the CM at Risk firm during the design and construction phases. Construction is projected to begin in the fall of 2022. The CM at Risk contracted by LMH will work closely with LMH staff from project investigations to project completion. The CM at Risk shall be responsible for the performance of the following services/activities in general conformance with the General Conditions for a CM at Risk as developed from AIA 201-2017 General Conditions of the Contract for Construction Manager at Risk.

### **The Scope of Services by the CM at Risk is described below:**

#### **2) Phase I – Pre-Construction Phase**

- i. The CM at Risk shall examine by performing field investigation work of the sites. The CM at Risk will help develop the program, design, schedule, and construction budget to ascertain the requirements of the Project and shall arrive at a mutual understanding of these requirements and associated cost with LMH. The selected CM at Risk shall meet with LMH as required to develop and finalize the program, to establish the intended uses, and to develop the desired program and features for the facility, and methods of project delivery. The CM at Risk shall provide to LMH cost evaluations of alternative materials and systems (“value engineering”). There shall be a consensus with the “team” as to the cost, schedule, and construction objectives.
- ii. The CM at Risk shall prepare preliminary estimates of construction cost for program requirements. The CM at Risk shall prepare and update construction cost estimates of increasing detail and refinement. The CM at Risk shall consult with LMH to make recommendations for execution and timing of all project details adversely affecting constructability, cost, schedules and to necessary building codes. If the CM at Risk does not have concerns with the construction project, LMH expects all can be built within the GMP, to codes, and within the plans and specifications.
- iii. The CM at Risk shall prepare and periodically update a project schedule for the LMH team’s review and LMH’s acceptance. The CM at Risk will also provide written analysis of project constructability to ensure documentation of the pre-construction process.
- iv. The CM at Risk shall let and receive bids when dividing the work into individual contracts. Neither the CM at Risk nor their firm nor other business in which they may hold an interest may submit bids on any contracts for the Project unless approved by LMH. **The CM at Risk cannot self-perform any subcontracting bids without approval from LMH.** If the bid prices exceed the approved budget amounts, the CM at Risk and the design team will select alternate bid items or redesign the improvements to bring the bid prices for the project back under budget. LMH will not provide additional

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compensation to the CM at Risk or design team for this effort. LMH will be provided copies of all bids and bid summaries.

- v. When bidding, the CM at Risk shall include a list of proposed trade packages, and a narrative description of the process. At least three potential subcontractors shall be identified for each trade package. In addition to the information normally required in such bids, the CM at Risk shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by Section residents. A copy of this deliverable shall be provided to the LMH designee. The CM at Risk shall have at least "over the shoulder" review session for each major trade package with the LMH team. These "over the shoulder" review sessions shall be scheduled at appropriate times for such review. Based on the trade bids the CM at Risk shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project with the Department's Project Budget. The CM at Risk shall meet with the Department's representatives to discuss any value engineering and changes in scope required to bring the project costs within the Project Budget.
- vi. LMH reserves the right to terminate the CM at Risk Agreement before entering into the construction phase with the CM at Risk after the completion of the pre-construction phase.

### **3) Phase II - Construction Phase: Administration of the Construction Contract**

- i. The Scope of the CM at Risk's basic services will follow the General Conditions for a CM at Risk as developed from AIA 201-2017 General Conditions of the Contract for Construction Manager at Risk.
- ii. The CM at Risk shall provide administration of the construction contracts and provide cost and schedule updates to LMH on a weekly basis and a monthly project report, in accordance with the latest cost estimate and Owner's project budget and project schedule. The CM at Risk shall update and reissue the project schedule as required to show current conditions and indicate that if the project schedule is not being met, what recommended corrective action should take place.
- iii. The CM at Risk shall develop and implement procedures for the review and processing of applications for payment from the Contractors. The CM at Risk will review those payment applications with LMH or LMH's representative. It is understood that all construction administration shall be governed in accordance with the General Conditions for a CM at Risk as developed from AIA 201-2017 General Conditions of the Contract for Construction Manager at Risk.
- iv. The CM at Risk shall monitor the approved cost estimate and show actual costs for activities in progress and estimates for completed tasks. CM at Risk shall

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develop cash flow reports and forecasts for the project and advise the Owner of any variances between actual and budgeted or estimated costs. The CM at Risk, in conjunction with the Architect, shall provide a report that details the work completed during the preceding month, the percentage of work completed to date, cost of the work completed to date, percentage of budget utilized to date, change orders requested and approved, and identifying any variances from schedule or cost projections or noteworthy situations, in a format that is readily understood by the Owner and Involved Organizations.

- v. The CM at Risk shall determine in general that the work performed by any contractors engaged on the project is performed in accordance with the requirements of the construction documents, endeavoring to guard the Owner against defects and deficiencies in the work. The CM at Risk shall notify the owner should additional inspections or testing of the work be performed. The CM at Risk may reject work that does not conform to the requirements of the Contract Documents.

#### 4) **Project Planning**

- i. The CM at Risk will be required to provide project planning services that will include an overall description of how the project will be organized and managed, and how the services will be performed in both Pre-Construction and Construction Phases. Project planning that offers the same project manager for pre-construction and construction phases shall be given preference. The project planning phase of the project will require the creation of deliverables that will incorporate skills and procedures related to:
  - a. Value Engineering
  - b. Code Review Approval
  - c. Constructability Issues
  - d. Cost Model/Estimates
  - e. Project Tracking/Monthly Reporting
  - f. Request for Information (RFI) and Shop Drawings
  - g. Quality Control
- h. Schedule and Staffing Plan

#### 5) **Fees**

- ii) Within the Contractor's proposal for services, LMH would like the Contractor to provide the expected cost percentages that the Contractor will charge LMH for Overhead, Profit and General Conditions. See Section 3, E, #8.

### **2.2 General Information:**

- a) 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.
- b) 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.



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- c) 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”.
- d) 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.
- e) 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.
- f) **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.
- g) **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.
- h) **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.
- i) **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.
- j) **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.

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k) **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:

- I. Decrease greenhouse gas emissions or are made with renewable energy;
- II. Decrease the use of toxins detrimental to human health and to the environment;
- III. 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);
- IV. Limit air, land, and/or water pollution;
- V. Reduce the amount of waste they produce;
- VI. Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); or
- VII. Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.

l) **Contractor Licensing and standards** - The contractor will have the required experiences, licenses, insurances, bonding, financial stability, equipment, and personnel needed to complete the work that they are bidding on. All work performed pursuant to this RFP 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.

m) **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.

n) **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.

o) **Vendor Examination of the RFP** - Contractors 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.

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- p) **Changes to RFP** - LMH may make changes to this RFP by addendum and shall be posted on the e-procurement marketplace website.
- q) **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.
- r) **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.
- s) **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.
- t) **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         |
- u) **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.
- v) **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.
- w) **Davis Bacon Applicability** - There is the possibility that the work will be a Davis Bacon wage project. Contractors will be required to adhere to the provisions of the Davis Bacon Act (DBA). As such, Contractors shall be required to pay applicable worker's prevailing wages for work performed at all applicable locations to include all public housing development locations for work that involves construction related tasks.

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x) **Use of Subcontractors with Davis Bacon wages** - If the Contractor is to use subcontractors, those individuals must be disclosed on the subcontractor listing submittal. If the contractor/subcontractor hires an individual who is “self-employed,” but that individual has not taken the steps to become a business owner and is not, therefore, a “sole proprietor,” the contractor/subcontractor must pay the independent contractor the DBA wages and complete the weekly certified payroll, including tax withholding deductions. Contractor and his subcontractors are expected to cooperate fully with the Authority in the providing of access to records to ensure all contractors and subcontractors are performing the contract work in accordance with the applicable labor standards provisions. The HUD 5370-C shall provide the standards and the remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages and liquidated damages which may be found due. If the Davis Bacon wage determination does not include work classifications required for the execution for the contract work, the employer (contractor or subcontractor) may request an additional wage classification and wage rates through the Agency. Generally, additional classifications and wage rate requests are not approved for apprentices, trainees, helpers, or welders. The contractor will refrain from using 1099 employees who are independent contractors and who have not taken the steps to become a sole proprietor with a federal tax ID number and its own insurance and workers compensation. If a contractor is self-employed but not a sole proprietor, then the contractor must pay the independent contractor Davis Bacon wages and complete the certified payroll complete with withholding taxes and other deductions.

y) **Unauthorized Sub-Contracting Prohibited** - The successful proposer 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. 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 required to provide LMH with certificates of insurance with the same limits of liability that are required of the contractor.

z) **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 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.

aa) **Confidentiality** - Any vendor that has access to confidential information will be required to keep that information confidential.

bb) **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.

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cc) **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.

dd) **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

### **2.3 Bonding and Insurance Requirements - Proof of Insurance for Contractors and Vendors**

#### **A. BOND REQUIREMENTS:**

There are no bonding requirements with this proposal.

#### **B. 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. Contractors and vendors will immediately provide verification of coverage for the contract term.

##### **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

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policies and applicable endorsements.

6. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

## **Builders Risk Insurance:**

1. Insurance including coverage for a) Owner occupancy while construction is in progress and b) Equipment, machinery, fixtures, and materials not yet installed, but intended to become part of the structure.

## **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.

## **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.

## **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.

## **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 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.

#### **1. 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.

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## **2. False or Misleading Statements**

Proposals containing false or misleading statements may be rejected.

**3. 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.

**4. 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 signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the firm believes it is the best qualified to perform the engagement. Include contact information and identify the person who is authorized to answer questions and negotiate for the Contractor.

#### **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 PROJECT EXPERIENCE**

**1. Identify the principal supervisory and management staff**, including partners, managers, other supervisors, and specialists, who would be assigned to the project. Indicate whether each such person is registered or licensed to practice in Ohio.

## REQUEST FOR PROPOSALS (RFP22-R010 - Construction Manager at Risk for CO Detector Installation)

Provide information on the experience of each person and longevity with firm, including membership in professional organizations relevant to the performance of this project. List the number and nature of the professional staff to be employed on this project on a full-time basis and part-time basis. Indicate how the quality of staff over the term of the agreement will be assured.

**2. Project Experience,** Experience in coordinating substantial renovation projects at multi-family properties is required and will be established as a “threshold” for consideration by LMH.

- List the most comparable projects (minimum of 4) performed in the last five (5) years that are similar in scope and size to the engagement described in this Request for Proposals.
- Indicate the scope of work, date, engagement partners, original budget, final contract amount, time allowed versus time to completion, and the name and telephone number of the principal client contact. Also, indicate the level of involvement and role played during the design process.

**3. Specific Project Approach and Schedule,** The proposal should set forth a work plan which describes in detail how you propose to accomplish the tasks outlined in the scope of services. Each key point of the process should be addressed. The work plan should address at a minimum:

- Quality assurance program or quality management plan that would be proposed to be incorporated.
- Project management methods, including staffing.
- Project progress reporting Project schedule management and approach.
- A project schedule should be a part of the proposal. This schedule should indicate the amount of time in weeks that each phase and/or activity identified will require. This information should be presented so that the review committee can see how activities relate to each other and also how long the project is expected to take from contract execution to delivery of the final product. Identify scheduling software used by the firm.

**4. Identification of Anticipated and/or Potential Project Problems,** The proposal should identify and describe any anticipated and/or potential project problems, the firm’s approach to resolving these problems and any special assistance that will be requested from LMH.

### **TAB (D) – PRICE PROPOSAL & FINANCIAL DOCUMENTS**

**1. Fees,** The proposal should include a description of your organization’s proposed:

- General Conditions (stated as a percentage) The cost of building permits shall be included in the General Conditions.



## REQUEST FOR PROPOSALS (RFP22-R010 - Construction Manager at Risk for CO Detector Installation)

- Insurances and sureties such as payment and performance bonds, corporate insurance, builder's risk, etc. shall be included in General Conditions.
- Overhead (stated as a percentage of hard costs)
- Profit (stated as a percentage)
- Please include a list of what items are to be included and/or excluded from the Fee, General Conditions, and Overhead.

NOTE: The fee schedule will be guided by HUD Safe Harbor for Construction Fees (maximum of 6% profit, 2% overhead, 6% general conditions)

The proposal should also include a description of your organization's concept for cost contingencies during design and during construction. Give a history of project cost based on bid versus final cost noting reasons and amounts of change orders. State the percentage contractor contingency you carry with 100% construction documents.

**2. Financial Statement** Provide financial statements (preferably audited) for the past 3 years that provide evidence of the ability to obtain a performance bond. The statement should show assets, liabilities, and net worth of the firm and should include information on all general partners or principal shareholders. Also include bank references supporting the ability to finance major construction projects. All financial information submitted in support of this RFP will be held confidential. NOTE: ONLY ONE COPY OF THIS INFORMATION IS REQUIRED AND IT SHOULD BE SUBMITTED IN A SEALED ENVELOPE WITH THE ORIGINAL.

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

- State whether your firm has been terminated for cause on any project within the past ten (10) years and, if so, attach a description of each instance.
- List and briefly describe all legal actions for the past five (5) years in which the Proposer has been a debtor in bankruptcy or a defendant in a lawsuit for deficient performance under an agreement or contract and damages claimed, a respondent in an administrative action for deficient performance on a project, or a defendant in a criminal action.

### **TAB (E) – SUPPORTING MATERIALS**

Provide materials that the offeror deems useful to further assist the Evaluation Panel in determining qualifications.

### **TAB (F) – 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

# REQUEST FOR PROPOSALS (RFP22-R010 - Construction Manager at Risk for CO Detector Installation)

at least three (3) organizations and contact information **(including email addresses)** where you have provided similar services within the last 24 months.

## **TAB (G) – ATTACHMENTS**

**(Attachments 1-7)** All other required information is set forth by each of the following attachments. Return the ones marked “return” and place in Tab G.

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

**Attachment (1)** - Form of Proposal **(Return)**

**Attachment (2)** - Profile of Firm **(Return)**

**Attachment (3)** - HUD 5369-A, Representations, Certifications, and Other Statements of Bidders **(Return)**

**Attachment (4)** - HUD 5369-B, Instructions to Offerors, Non-Construction **(Information Only)**

**Attachment (5)** - HUD 5369-C, Certifications & Representations of Offerors, Non-Construction **(Information Only)**

**Attachment (6)** - HUD 5370-C – Part I, General Conditions for Non-Construction Contracts **(Information Only)**

**Attachment (7)** – Supplementary Instructions for Bidders and Contractors (SIBC) **(Information Only)**

**Attachment (8)** - HUD 92554M, Supplementary Conditions of the Contract for Construction **(Information Only)**

**Attachment (9)** - HUD 92442-A, Construction Contract – Cost Plus **(Information Only)**

**Attachment (10)** – CO Detector or Combo CO/Smoke Detector unit locations **(Information Only)**

## **3.3 Proposal Submission Information**

### **1. 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.

### **2. 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.

### **3. LMH Contract Requirements & Documents**

## REQUEST FOR PROPOSALS (RFP22-R010 - Construction Manager at Risk for CO Detector Installation)

All work in all project phases shall be completed in strict accordance with the AIA 201-2017 General Conditions of the Contract for CM@R along with all other forms and requirements as specified in this RFP. All work is subject to, and shall comply with, all Federal, State and Local Government requirements, regulations, codes, guidelines, standards, and policies. The selected CM@R will enter into a contract with LMH. The Guaranteed Maximum Price (GMP) will be negotiated with the CM@R. **Any subsequent contract as a result of this RFP will be subject to Davis Bacon Compliance and Section 3 compliance.** The following requirements will be part of the CM@R contract.

#### 4. HUD CONTRACT REQUIREMENTS

Any contract as a result of this solicitation shall contain at a minimum the following HUD Contract provisions:

- a) form HUD 5370 – General Conditions for Construction Contracts – Public Housing Programs.
- b) form HUD 92442-A Construction Contract Cost Plus
- c) form HUD 2554 Supplementary Conditions of the Contract for Construction
- d) form HUD 5370 C Section 1 General Conditions for Non-Construction Contracts Section 1 With or Without Maintenance

#### 5. Guaranteed Maximum Price (GMP)

The Guaranteed Maximum Price (GMP) will be negotiated with the CM at Risk when the drawings are approximately 100% complete and permit ready. The GMP contract terms (except for price) will be negotiated upon selection of the CM at Risk.

#### 6. Contractor Safety

- a) All contractors providing work for this Agency are reminded that they must provide his or her employees with a safe and healthy working environment as required by law and as guaranteed by the OSHA Act of 1970. All violations discovered during the performance of this or any contract with this Agency will be reported to the appropriate federal or state OSHA agency having geographical jurisdiction. Federal and state OSHA officials can assess civil fines and criminal penalties against contractors who violate health and safety regulations. The type of enforcement action taken will depend upon the gravity of the violation. This Agency can also assess contractual penalties against contractors who violate health and safety regulations. These penalties can range from stop-work orders to disbarment of the contractor from any future federal or state contracting. Failure on the part of the contractor to come into compliance with health and safety codes for this project is a breach of contract and will be treated accordingly. Prior to contract award, Contractors selected under this solicitation, must provide their Corporate Safety Program Plans and Site- Specific Safety and Health Program Guidelines for this project. Contractors will also be required to provide the name of the qualified Safety manager for the project in writing to be included in the Contract.

## **REQUEST FOR PROPOSALS (RFP22-R010 - Construction Manager at Risk for CO Detector Installation)**

- b) OSHA Hazard Communication Standard: The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR 1910.1200) 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. In order to comply with this requirement, LMH 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) In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) a 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. 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.
- d) Each contractor is responsible for identifying conditions where Personal Protection Equipment (PPE) is required, and they are to furnish the necessary filtering face pieces, gloves, masks, eye protection, coveralls, steel toed shoes, tie off on roofs, fall protection or any other type of gear or equipment that will keep their employees safe from a hazardous condition.

### **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.

## REQUEST FOR PROPOSALS (RFP22-R010 - Construction Manager at Risk for CO Detector Installation)

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

1. The proposal must be submitted through the e-procurement marketplace as indicated on page 2 in the RFP no later than the time and date listed on the cover of this RFP.
2. Proposals not submitted through the HA E-Procurement Marketplace by the specified date will be rejected.
3. Proposal must be signed by an authorized vendor representative.
4. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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:
  - Criteria for the Stage 1 review.
  - Strength and stability of the contractor to provide the requested services;
  - Ability to meet the project/program time lines;
  - 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;
  - Scope of service being proposed;
  - Customer references;
  - Cost of proposed service;
  - Any other factors considered relevant by LMH and demonstrated by the proposal or investigation by LMH;
  - Experience with similar projects/programs of comparable size and scope
6. 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

## REQUEST FOR PROPOSALS (RFP22-R010 - Construction Manager at Risk for CO Detector Installation)

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.

7. 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 LMH, not necessarily on the basis of the lowest price.

### **4.3 Appeals & Remedies**

1. Contractor Right to Debriefing and Protests
  - a. 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.
2. 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.
3. 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.
4. 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.
5. 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 documents, evidence, or documents to substantiate any arguments; and the form of relief requested.
6. LMH shall issue a decision as expeditiously as possible after receiving all relevant information requested.
7. 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.

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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	<b><u>Experience &amp; Qualifications</u></b> - Undertaking assignments similar to those described in the Scope of Services. Experience and reliability of the respondent's firm. Level of successful construction experience in similar projects. This category will also include such factors as quality of design and cost effectiveness. Previous tax credit experience is required. Provide 4 references that highlight similar projects. Required licenses, staff qualifications and experience.
2	20 points	<b><u>Project Approach</u></b> - This category will evaluate the proposed project approach, including staffing, identification, and proposed resolution of potential problems, along with schedule and cost management.
3	20 points	<b><u>Physical &amp; Financial Status of Current Projects and CM at Risk's Financial Capacity</u></b> - Evaluation of performance of CM at Risk's current projects and review of financial statements supporting financial capacity.
4	20 points	<b><u>Fee Structure</u></b> - Including but not limited to fee, overhead, general conditions and performance- based measures. Appropriateness of cost to scope of work.
5	10 points	<b><u>Timeline of Events</u></b> - This schedule will be used to determine if the Contractor understands the scope of the project.
	100 points	<b>Total Points</b>

#### 4.5 Selection Process

- 1) Once responses to this RFP are received, an evaluation of the proposals will be conducted in accordance with the criteria of this RFP. \*Upon completion of the proposal evaluation, the Selection Panel may or may not select one or more firms to invite to an oral interview. The Selection Panel may conduct oral interview(s) with those firms whose proposals qualify for selection, meet the requirements and are within the competitive range.
- 2) Oral Interview: The primary objective of the oral interview is to test a respondent's understanding of the work that LMH will require under the prospective contract. The secondary objective of the oral interview is to further assess the strength of the respondent's proposal.
- 3) Evaluation Criteria: The evaluation panel will use both objective and subjective criteria 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. The scores will then be averaged for each evaluation factor and then the

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weighted average score for each evaluation factor will be combined to calculate the overall score.

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

- 4) Potential "Competitive Range" or "Best and Finals" Negotiations: The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. All interviews are at the sole discretion of the Authority.
- 5) LMH reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. LMH reserves the right to waive any minor irregularity or technicalities in the proposals received. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of LMH staff, LMH President, as well as LMH's Board of Trustees shall be final.

### 5.0 Contract Award

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

1. 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 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 RFP:

1. **Contract Form.** LMH will not execute a contract on the Contractor's form—contracts will only be executed on LMH forms, 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



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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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.