

SOLICITATION #RFP22-R014

REQUEST FOR PROPOSALS (RFP)

For

Tuckpoint & Masonry Services



Release Date: November 22, 2022

Due Date: January 5, 2023 @ 3:00pm ET

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

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	2
	RFP Information at a Glance	3
1.0	The Agency's Reservation of Rights	4
2.0	Scope of Work/Technical Specifications	5
2.1	Project Overview	5
2.2	Scope of Services	5
2.3	Products	5
2.4	Execution	7
2.5	Industry Standards	9
2.6	Staffing & Qualifications	9
2.7	Davis Bacon Applicability	9
2.8	General Information	9
2.9	Bonding & Insurance Requirements	15
3.0	Proposal Format	16
3.1	Preparation of Proposals	16
3.2	Proposal Format	17
3.3	Proposal submission Information	19
4.0	Proposal Evaluation	20
4.1	Preliminary Proposal Review	20
4.2	Final Proposal Review	21
4.3	Appeals & Remedies	21
4.4	Proposal Evaluation Criteria	22
5.0	Contract Award	24
5.1	Contract Award Procedures	24
5.2	Contract Conditions	24

Introduction/Background

The Lucas Metropolitan Housing Authority (LMH) is seeking proposals from qualified licensed entities to provide tuckpoint & masonry services for 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

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

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.

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>December 7, 2022 at 2:00 pm ET</u> Call-in #: 800-920-7487 Participant Code: 91600386#
QUESTION SUBMITTAL DEADLINE	<u>Questions will be received in writing no later than 12:00 pm on December 28, 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>January 5, 2022, no later than 3:00pm ET:</u>

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

1.0 LMH'S RESERVATION OF RIGHTS.

The Agency reserves the right to:

- a. **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.
- b. **Not Award.** Not award a contract pursuant to this RFP.
- c. **Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).
- d. **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.
- e. **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).
- f. **Negotiate.** Negotiate the fees proposed by the proposer entity.
- g. **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.
- h. **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- i. **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.
- j. **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 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

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

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

2.0 OVERVIEW OF SERVICES

2.1 Project Overview

The Lucas Metropolitan Housing Authority (LMH) seeks proposals from qualified, licensed entities to provide mechanical plumbing services on LMH and affiliates properties.

2.2 Scope of Services

Contractors shall provide all work materials, supplies, tools, transportation, supervision, labor and equipment (except when specified as LMH furnished) necessary to perform and carry out in a satisfactory and proper manner, and as approved by LMH, tuckpoint & masonry services for Lucas Metropolitan Housing (LMH) at various public housing developments and other scattered sites as required.

2.2.1 SUBMITTALS:

- a. Product Information: Provide Data for masonry units, mortar, patching compound, sealants, and accessories.
- b. Samples: Colored mortar, for initial selection; Face Brick on selection boards or in straps of five or more bricks.

2.2.2 QUALITY

- a. Cleaned, repointed, and repaired work shall have a consistent appearance, blending with existing work to remain, when seen from 20 feet.
- b. All work shall comply with BIA, NCMA, MIA, and ACI standards and recommendations, as applicable.
- c. Mockups: Prepare mockups, when requested, to demonstrate aesthetic effects and set quality standards.
- d. Repointing: Rake out joints in an area approximately 36 inches high by 48 inches wide and repoint.
- e. Cleaning: Clean an area approximately 24 sq. ft. for each type of masonry and condition.

2.2.3 PROJECT CONDITIONS

- a. Comply with all manufacturer requirements for masonry restoration, repair, and cleaning materials.
- b. Proceed with work only when the air temperature is predicted to stay above 40° F for at least 7 days.

2.3 PRODUCTS

2.3.1 MASONRY MATERIALS

- a. Concrete masonry units shall comply with ASTM C 90, and shall have a minimum compressive strength on 2,150 psi.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

- b. Face Brick shall comply with ASTM C 216; shall be Grade SW (Severe Weather).
 - 1. Compressive Strength: Minimum 4150 psi.
 - 2. Initial rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
 - 3. Efflorescence: Tested according to ASTM C 67, rated "not effloresced."
 - 4. Unless otherwise indicated, face brick shall match color range, texture, and size of existing adjacent brickwork.
 - 5. Provide 100 percent solid bricks where core holes or "frogs" could be exposed to view or weather and where sawing would result in sawed surfaces being exposed to view.

2.3.2 MORTAR MATERIALS

- a. Job Mixed Mortar, Type N:
 - 1. Portland cement complying with requirements of ASTM C 150, Type I or Type II.
 - 2. Hydrated lime complying with requirements of ASTM C 207, Type S.
 - 3. Sand complying with requirements of ASTM C 144. Use type suitable for pointing.
 - 4. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes.
- b. Pre-Mixed Mortar, Type N:
 - 1. Pre-mixed cement-lime mixes may be used.
 - a. Mixes shall not contain Masonry Cement.
 - 2. Colored Cement Product: Packaged blend made from Portland cement and lime or mortar cement, and mortar pigments.
- c. Potable water.
- d. Mortar Color(s): Match Existing.

2.3.3 GROUT

- a. Grout for Unit Masonry: Comply with ASTM C 476, of type indicated in Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 (fine or course) for grout space and pour height.

2.3.4 PATCHING COMPOUND

- a. Use premanufactured cementitious patching compound, specifically produced for the purpose.

2.3.5 CEMENTITIOUS COATING

- a. Where masonry surfaces have an existing cementitious coating, apply a new coating to new work so as to provide a uniform and level surface.
- b. Basis-of-Design Product: BASF; Thoroseal Waterproof Cement-Based Coating or approved equal.
 - 1. Color: Match existing, unless otherwise directed by Owner.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

2.3.6 PRECAST UNITS

- a. Precast concrete units shall meet the requirements on the PCI Design Handbook, AWS D1.1 and D1.4.
 1. Precast units shall match, as closely as possible, existing sizes and finishes.
 2. All metal installation accessories to be Type 304 stainless steel, unless otherwise indicated.

2.3.7 MASONRY AND CONCRETE CLEANING

- a. Potable water.
- b. Stain Removal: Use materials and methods recommended in BIA Technical Notes #20 and NCMA TEK 08-02A (excepting paint removal), as applicable, unless otherwise approved/directed by Owner.

2.3.8 ACCESSORIES

- a. Plastic setting buttons and shims.
- b. Liquid masking material.
- c. Masking tape.
- d. Masonry Repair Anchors: Stainless steel.
- e. Sealant: Single-component, non-sag urethane sealant.
 1. Color: Match mortar or masonry, as appropriate.
 2. Provide backer rods and bond breaker tape as recommended by sealant manufacturer.
 3. Ground Mortar: Crushed and ground pointing mortar sand or salvaged existing mortar.

2.4 EXECUTION

2.4.1 PREPARATION

- a. Comply with product manufacture's written instructions and recommendations.
- b. Protect surrounding surfaces from staining or other damage from materials being used.
- c. Keep wall area wet below rebuilding and pointing work, and immediately remove mortar in contact with exposed masonry and other surfaces.
- d. Remove anchors, brackets, nailers, and other items no longer in use.

2.4.2 MASONRY REPLACEMENT

- a. Remove and replace damaged or deteriorated masonry units.
- b. Where masonry units are to be removed, support all surrounding construction.
- c. Use setting buttons and/or shims to maintain joint widths to match existing construction.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

d. Tool mortar joints in repaired areas to match joints of surrounding masonry.

2.4.3 RE-ANCHORING VENEERS

- a. Install masonry repair anchors in horizontal mortar joints and according to manufacturer's written instructions. Install at not more than 16 inches o.c. vertically and 32 inches o.c. horizontally, unless otherwise directed.
- b. Recess anchors at least 5/8 inch from surface of mortar joint and fill recess with pointing mortar.

2.4.4 MASONRY PATCHING

- a. Unit masonry may be repaired rather than replace for the following defects:
 1. Holes.
 2. Chipped units.
- b. Remove all loose, soft, or otherwise unsatisfactory material before patching.
- c. Patch units in accordance with patching material manufacturer's requirements and recommendations.

2.4.5 CLEANING

- a. Use brushes, low-pressure spray, or other approved method to remove all loose material.
- b. Remove all stains that could interfere or show through finish coatings.
- c. Always use the gentlest method possible to accomplish the work.

2.4.6 REPOINTING

- a. Remove existing mortar and repoint joints as follows:
 1. Where mortar is missing, deteriorated, loose, or otherwise unsound.
 2. Where joints have cracked 1/16 inch or greater.
 3. Where joints have been previously repaired with materials other than mortar.
 4. Where joints are worn so as to be visually apparent from at least 20 feet away.
- b. Rake joints out to at least 1/2 inch in depth.
- c. Thoroughly clean and dampen joint surfaces prior to repointing.
- d. Tool to match surrounding joints.
- e. Pointing with Sealant (*Only in Approved Locations*):
 1. Remove mortar as indicated above.
 2. Prepare Joint as recommended by sealant manufacturer.
 3. Install backer rods or bond breaker tape as required.
 4. Fill joints to a depth equal to joint width, but not more than 1/2 inch or less than 1/4 inch.
 5. Immediately after first tooling, apply ground-mortar aggregate, gently pushing into the surface of sealant, and then retool.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

2.4.7 CEMENTITIOUS COATING

- a. Apply a new coating to new work so as to provide a uniform and level surface, as recommended by coating manufacturer.

2.4.8 FINAL CLEANING

- a. Thoroughly clean masonry and surrounding surfaces.

2.5 Industry Standards

2.5.1 The ensuing contractor(s) shall render all tuckpoint & masonry services to ensure that all work and materials described herein conform to industry standards, and applicable local, state, and federal codes and regulations. All equipment, material and articles furnished under this agreement shall be new and of the most suitable grade for the purpose intended, unless otherwise specified. The performance of tuckpoint & masonry services shall include, but shall not be limited to, the following:

2.6 Staffing and Qualifications

2.6.1 Identify by name and job classification each employee who will be available to perform work under this agreement and include in the Statement of Qualification Form. For each employee listed, include copies of all applicable certifications, licenses, and/or other accreditations required to perform the work required by the RFP in the State of Ohio.

2.7 Davis Bacon Applicability

2.7.1 Depending on the site location and type of work being performed, Contractors may 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.

2.7.2 Contractors are notified that LMH expects (but does not guarantee) that all issued Task Orders may fall under the requirements of DBA. Upon the need for a Task Order, the Contractor shall be asked for a price proposal to include the current, applicable wage rates at that time and provide LMH a Task Order quote. Once approved, the Contractor shall be required to submit Certified Payrolls for all applicable workers (including all laborers and mechanics) during the Task Order contractual period.

2.7.3 For current wages, please reference **Attachment C**

2.8 General Information:

2.8.1 Lucas Metropolitan Housing (LMH) is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation.

2.8.2 LMH is governed by a five (5) person Board of Commissioners, appointed pursuant to the above cited statute. The President and Chief Executive Officer controls the daily operations.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

2.8.3 The mission of LMH is “Housing is vital to our past, present and future! We create quality housing opportunities and build communities through collaborative partnerships. While stimulating economic growth, we empower individuals and develop the neighborhoods of tomorrow for the people of today”.

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

2.8.5 The Competitive Negotiation Process or Award without Discussion(s) will be used to select the contract award, beginning with the highest ranked firm. LMH reserves the right 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.

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

2.8.7 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.

2.8.8 Subcontractors - The successful Offeror(s) shall not contract with any proposed subcontractor who has not been accepted by LMH. The successful Offeror(s) shall notify LMH in writing the name of each proposed subcontractor. The acceptance or any objection shall be expressed in writing by LMH within ten (10) working days after the receipt of said request. LMH may, without claim for extra cost by the successful Offeror(s), may disapprove any subcontractor for cause on the basis of its own determination or, because the proposed subcontractor is listed as ineligible to receive awards of contracts for the United States on a current list or lists furnished by HUD.

2.8.9 Hiring and Subcontracting Strategies / Practices - With the submission of this proposal, the Offeror shall be required to provide a Subcontracting Plan, which will be in line with LMH’s desired commitment to 35% of all contracts to be awarded to Minority Business Enterprises (MBE). Also describe the strategy for minority participation in the organization in terms of hiring staff. Provide information on the number and percentage of minority employees in supervisory and non-supervisory staff positions.

2.8.10 Section 3 Resident Participation - HUD Act of 1968, Section 3, and all revisions, are hereby incorporated into this solicitation by reference. With the interest of complying with these regulations to the greatest extent feasible, the Offeror shall be required to demonstrate compliance with the LMH Section 3 Policy and Procedures hereby incorporated in this solicitation by reference. All inquiries relative to this program shall be directed to LMH’s Section 3 Compliance Coordinator.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

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

- a. Decrease greenhouse gas emissions or are made with renewable energy;
- b. Decrease the use of toxins detrimental to human health and to the environment;
- c. Contain the highest possible percentage of post-consumer recycled content (a finished material that would normally be thrown away as solid waste at the end of its life cycle, and does not include manufacturing or converting wastes);
- d. Limit air, land, and/or water pollution;
- e. Reduce the amount of waste they produce;
- f. Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.);
or
- g. Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.

2.8.11 Contractor Licensing and standards - The contractor will have the required experience, 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.

- a. **Home Remodeler's License.** A home remodelers license is required for this work in the City of Toledo. Please submit proof of license with proposal.
- b. **Contractor must have documented experience.** Documented experience in providing like services to private entities, governmental agencies, or agencies of similar size. Contractor must have a broad and practical knowledge of HUD rules, regulations, requirements, law, and related procedures; and knowledge of various HUD housing programs with a particular emphasis on Public Housing and Housing Choice Voucher (Section 8) Housing Programs.
- c. **Safety Standards:** 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. To comply with this requirement, Lucas Metropolitan Housing Authority has developed a list of all the hazardous chemicals known to be present in our facility. A Safety Data Sheet (SDS) is also on file for each

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.

- d. **Hazardous Chemical & Materials.** In order to protect the safety and health of our own employees, contractors/supplies must provide (upon request) an SDS on any hazardous chemical (s) or material (s) which they bring into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.
- e. 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.
- f. Contractor must follow the Occupational Safety and Health Administration (OSHA) guidelines, all state and local codes and regulations, and services shall be performed in accordance with any applicable governmental regulations, and any directions issued regarding performance of work during the COVID-19 crisis.
- g. Regarding fall protection, the Contractor shall review and comply with OSHA fall protection standard: 1926.501 and/or 1926.501(b)(10). Failure to adhere to proper fall protection protocols could result in termination of the contract.

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

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

2.8.14 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.

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

2.8.16 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.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

2.8.17 Non-Appropriation Clause - The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment of other services performing similar functions and services.

2.8.18 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.

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

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

2.8.20 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.

2.8.21 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.

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

2.8.23 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.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

2.8.24 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.

2.8.25 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.

2.8.26 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.

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

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

2.8.29 No smoking on LMH property - Smoking is prohibited on LMH properties. Smoking is only allowed in posted designated areas or a minimum of 20 feet away from building windows and doors.

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

2.8.31 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

2.9 Bonding and Insurance Requirements - Proof of Insurance for Contractors and Vendors

2.9.1 BOND REQUIREMENTS:

There are no bonding requirements with this proposal.

2.9.2 INSURANCE REQUIREMENTS:

Workers' Compensation:

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

2.9.3 General and Commercial Liability:

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

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

law, for all claims arising out of the contractor's and subcontractor's performance of this contract.

4. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence.
5. LMH reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
6. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

2.9.4 Insurance Automobile Liability:

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

2.9.5 Indemnity:

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

2.9.6 Processing:

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

2.9.7 Workers Compensation:

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

3.0 Proposal Format.

3.1 Preparation of Proposal

3.1.1 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.

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

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

- 3.1.3 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.
- 3.1.4 False or Misleading Statements** Proposals containing false or misleading statements may be rejected.
- 3.1.5 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.
- 3.1.6 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:

- 3.2.1 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 as a Minority-owned or Disadvantaged Business Enterprise

TAB (C) – STATEMENT OF QUALIFICATIONS AND EXPERIENCE

- 1) The Offeror should describe the qualifications of staff to be assigned to the Project. Descriptions should include:

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

- 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
 - If any subcontractors are used, then all aforementioned information should be provided about each potential subcontractor.
- 2) Experience - List assignments within the past two (2) years that best demonstrate the proposer's competence to perform work similar to the required Scope of Services, including:
- Description of project and key participants
 - Dates started and completed
 - A brief narrative of the project

TAB (D) – 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 (E) – COST PROPOSAL

All submissions MUST include a fixed price for the services described in the scope of services (in addition to any other requested itemized costs). Complete the attached "Price Proposal Form" and submit under this section, Section F, within your proposal

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 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) 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 (A) - Form of Proposal (**Return**)

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

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

Attachments (D, D1, D2) - Section 3 Forms (Return)

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

Attachment (F) - Supplementary Instructions for Bidders and Contractors (SIBC) (**Information Only**)

Attachment (G) – Sample LMH Contract (**Information Only**)

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

Attachment (G1) – Form HUD-5370-C1, General Conditions for Non-Construction Contracts Section I (Without Maintenance Work) **(Information Only)**

Attachment (G2) – Form HUD-5370-C2, General Conditions for Non-Construction Contracts Section I (With Maintenance Work) **(Information Only)**

Attachment (G3) – Form HUD-5370-EZ, General Conditions for Small Construction Contracts **(Information Only)**

Attachment (G8) – Maintenance Wage Rate Determination **(Information Only)**

Attachment (H) – Price Proposal Form **(Return Under Tab “E”)**

Attachment (I) – Subcontractor Listing, if applicable **(Return)**

Attachment (J) – Example of Davis Bacon Wages **(Information Only)**

3.3 Proposal Submission Information

- 3.3.1** LMH reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of LMH staff, LMH President / CEO and LMH’s Board of Housing Commissioners shall be final.
- 3.3.2** 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.
- 3.3.3** The completed submission package must be received by the time and date listed on the cover of this RFP or by the time and date listed in any subsequent addendum. Proposals received after the deadline will not be considered. Submissions delivered by any other method (EMAIL or fax) will not be accepted.
- 3.3.4** All vendors must carefully review their final proposals. Once the file has been opened, proposals cannot be changed; with the exception that LMH may request information or respond to inquiries for clarification purposes only.
- 3.3.5** All vendors submitting a proposal must agree to honor the terms and conditions contained herein for the life of the contract.
- 3.3.6** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; if such markings are made, the proposal may be deemed invalid. If after accepting a proposal, the Authority decides that any such entry has not changed the intent of the proposal, the Authority may accept the proposal as if the marks, notations, or requirements were not entered on such.
- 3.3.7** All questions and requests for information must be addressed in writing to the Procurement Manager (PM). The PM will respond to all such inquiries in writing by addendum posted to <https://ha.internationaleprocurement.com>. Offerors are responsible for ensuring they receive all addenda. During the RFP solicitation process, the PM will NOT conduct any *ex parte* (a substantive conversation “substantive” meaning, when decisions pertaining to the RFP are

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

made—between the Authority and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not contact the PM it simply means that other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the PM may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the PM may more fairly respond to all prospective proposers in writing by addendum.

4.0 Proposal Evaluation

4.0.1 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.

4.0.2 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.

4.0.3 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

4.1.1 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.

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

- a. 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.
- b. Proposals not submitted through the HA E-Procurement Marketplace by the specified date will be rejected.
- c. Proposal must be signed by an authorized vendor representative.
- d. 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.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

4.2 Final Review

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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 contractor 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 similar projects/programs of comparable size and scope
- f. 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.
- g. 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

4.3.1 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. LMH shall issue a decision as expeditiously as possible after receiving all relevant information requested.
- g. 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

4.4.1 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.

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

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	No. 1: Relevant Experience and Past Performance: Demonstrated Quality of Performance and Past Record of Professional Experience in undertaking work similar to those described in the Scope of Services; to include timely and successful completion as verified by reference checks or other means, citing examples of companies with similar size and scope, community involvement and serving a low-income population. Please describe your firm's expertise.
2	20 points	Project Approach - This category will evaluate the proposed project approach, including staffing, identification, and proposed resolution of potential problems, along with schedule and cost management.
3	25 points	No. 2: Capacity and Qualifications to perform services: Respondents organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists, and owner's experience and qualifications. (resumes, certifications, technical experience)
4	30 points	No. 3: Proposed Costs: (price) relative to project, the fees that the offeror proposes to charge the HA to provide the work.
5	15 points	No. 4: Respondents approach and response to the Scope of Services: The Respondent's approach and response to the scope of services, and methodology to be utilized. (Proposal Quality and Completeness.)
	100 points	Total Points

4.5 Selection Process

4.5.1 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.

4.5.2 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.

4.5.3 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

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

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

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

4.5.4 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.

4.5.5 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:

5.1.1 By completing, executing and submitting a proposal, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this 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:

5.2.1 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 consider and respond to such written correspondence, and if the prospective proposer is not willing

REQUEST FOR PROPOSALS (RFP22-R014 - Tuckpoint & Masonry Services)

to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 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.
- 5.2.5 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.
- 5.2.6 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.
- 5.2.7 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.