

# **SOLICITATION #RFP23-R005**

**REQUEST FOR PROPOSALS**

**FOR**

**Compensation Consulting Services**

**Release Date: March 29, 2023**

**Due Date: April 27, 2023 @ 3:00pm ET**



Prepared by Lucas Metropolitan Housing

424 Jackson Street, Toledo, OH 43604

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

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## 1. REQUIREMENTS & SPECIFICATIONS

### INTRODUCTION / BACKGROUND

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

Currently, LMH owns and/or manages approximately 2,633 Public Housing and administers 4,616 federal housing choice vouchers rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

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

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

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

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

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## RFP INFORMATION AT A GLANCE

[Table No. 1]

<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>April 05, 2023 @ 02:00 PM EST</b> <b>Call-In #: 309-205-3325</b> <b>Meeting ID: 847 2478 9504</b> <b>Passcode: 538549</b>
<b>QUESTION SUBMITTAL DEADLINE</b>	<b>Questions will be received in writing no later than 12:00 pm on April 19, 2023.</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>April 27, 2023, no later than 3:00pm ET:</u></b>

## 2. SCOPE OF SERVICES

The Lucas Metropolitan Housing Authority (LMH) seeks proposals from qualified, licensed and bonded entities, as directed by LMH, to provide professional Compensation Consulting Services. Proposers will submit proposals to enter into a one (1) year agreement with LMH.

### 2.1 Project Overview:

The Lucas Metropolitan Housing (LMH) seeks proposals from qualified organizations, experienced in the development and delivery of comprehensive employee compensation, classification and incentive system. LMH's goal is to obtain an organization to assess all existing position descriptions, conduct a comprehensive salary and compensation study for union and management staff classifications, develop a compensation system/structure for those classifications, and make recommendations for and develop a plan for performance-based incentive pay options for management staff.

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### 2.2 Scope of Services:

Specifications: LMH currently has approximately fifty-two (52) non-union administrative job classifications and seventeen (17) union classifications. The scope of services included in this RFP for proposal includes:

1. Facilitate the crafting of an internal LMH compensation philosophy to be approved by LMH Executive Administration and the LMH Board of Commissioners.
2. Conduct external comparative studies for the total compensation (wages and benefits) package for employees of LMH and create a competitive compensation structure, which also produces internal compensation equity.
3. The vendor will deliver findings documenting the comparison between the total compensation (wages and benefits) of LMH employees and the total compensation (wages and benefits) for employees in comparative housing authorities of similar size (number of housing units, similar overall budget), and similar cost of living to LMH, utilizing competitive market rates for similar positions as a guideline to design a fair and equitable compensation structure for LMH; as well as comparisons with other closely-related and relevant job markets.
4. The vendor will deliver a formal salary structure for LMH job classifications (i.e., salary bands, salary ranges, etc.) and will provide recommendations on how best to accommodate/transition current salaries into the recommended salary structure, taking into consideration current union wage structure.
5. The vendor will deliver a formal system of evaluating LMH jobs on a “go-forward” or maintenance basis so that LMH can self-administer the new compensation system that supports LMH’s efforts to retain current qualified staff and recruit highly skilled new talent.
6. The vendor will make recommendations on reasonable performance-based incentive pay options for LMH positions and will provide a performance-based incentive pay plan for LMH.
7. The vendor’s recommendations shall ensure regulatory compliance.
8. The vendor will provide a comparison of LMH fringe benefits to competing employers.
9. The vendor will provide a description of the methodology used in the salary market study.
10. The vendor will provide a process to evaluate the recommended level of compensation for newly hired staff.
11. The vendor will provide a new compensation management policy for pay increases.
12. The vendor will provide recommended method(s) to adjust an employee’s pay which falls outside of the established salary range.
13. The vendor will provide a process to provide fair and consistent pay increases/changes for

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various employment actions:

- i. Promotions
  - ii. Transfers
  - iii. Demotion
  - iv. Temporary Working Level (short term assignment)
  - v. Interim Working Level (long term assignment)
14. The vendor will provide one-on-one training and training materials to support the implementation of the compensation system and related processes throughout LMH.
  15. The vendor will provide the qualifications of the consultants who will provide the services. The vendor will also provide references of current or past clients.
  16. Proposals shall be supported by sufficient information to allow full comparison of the services quoted. If there are any elements i.e., performance-based incentive pay options that are separately quoted, this must be included in the proposal. All elements of the scope of services may be quoted on a stand-alone basis or as a package.
  17. The successful respondent will be required to make available a qualified representative to attend employee meetings and Board meetings as needed to complete the project. The successful respondent will also be responsible for the cost of information material developed.

### **2.3 Contractor Responsibilities and Minimum Requirements:**

- 2.3.1 **Contractor Licensing and standards:** The contractor will have the required experiences, licenses, insurances, financial stability, equipment, and personnel needed to complete and service 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, and in accordance with standard business practices.
- 2.3.2 **Contractor must have documented experience.** Documented experience in providing like services to other governmental agencies or agencies of similar size.
- 2.3.3 **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 of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.

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**2.3.3.1** 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.

**2.3.3.2** 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.

**2.3.3.3** 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.

**2.3.4 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 subcontracting shall be involved in this contract, the proposer shall clearly describe the responsibilities of each party and the assurances of the performance you offer.

**2.3.5 Section 3 Applicability:** This project will not be subject to Section 3 requirements.

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

### **2.4 PROOF OF INSURANCE FOR VENDORS AND CONTRACTORS:**

#### **Workers' Compensation:**

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

#### **General and Commercial Liability:**

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

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

### **Insurance Automobile Liability:**

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

### **Indemnity:**

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

### **Processing:**

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

## **3.0 GENERAL INFORMATION**

### **3.1 THE AUTHORITY'S RESERVATION OF RIGHTS**

- The Authority reserves the right to reject any or all 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 to award a contract pursuant to this RFP.
- Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- The Authority reserves the right to require additional information from any Respondent to assist in its evaluation. The information shall be submitted in the form required by the



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Authority within two (2) days of written request, or the proposal shall be deemed non-responsive.

- Retain all proposals submitted and not permit withdrawal for a period of 180 days after the deadline for receiving proposals without the written consent of LMH.
- Negotiate the fees proposed by the respondents.
- Cancellation of the ensuing contract may be done at any time for unsatisfactory work, untimely service, or any other reason deemed necessary by the LMH.
- Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- Make an award to multiple proposals (including joint ventures).
- Select a proposal(s) for specific purposes or for any combination of specific purposes and make multiple awards.
- LMH reserves the right to withhold payment of invoices if in their opinion the work is not completed to Agency satisfaction.
- The Authority reserves the right to contact individuals, entities, or organizations that have had a business relationship with the respondent regardless of their inclusion in the reference section of the proposal submitted, including any previous business conducted with the Lucas Metropolitan Housing Authority or its affiliates.
- To defer the selection and award of any proposer(s) to a time of the LMH's choosing.
- At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the <https://ha.internationaleprocurement.com> Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document or by reviewing the RFP received via email, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform LMH in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMH that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LMH, but not the prospective proposer, of any responsibility pertaining to such issue.

### 3.2 GREEN PROCUREMENT

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

- Decrease greenhouse gas emissions or are made with renewable energy.
- Decrease the use of toxins detrimental to human health and to the environment.
- Contain the highest possible percentage of post-consumer recycled content (a finished material that would normally be thrown away as solid waste at the end of its life cycle and does not include manufacturing or converting wastes).
- Limit air, land, and/or water pollution.
- Reduce the amount of waste they produce.

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- Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); or
- Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.
- If feasible, preference will also be given to suppliers who offer environmentally preferable products, who work to exceed their environmental performance expectations, and who can show documentation of their supply-chain impacts.
- LMH hopes to engage producers and suppliers of products and services it uses to utilize business practices that reduce negative environmental impact.

### 3.3 CONTRACTOR RIGHTS TO DEBRIEF

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

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

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

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

- 3.4.1** The alleged aggrieved protestant must file, in writing, to the CO/Legal Department the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such

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information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

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

**3.4.2.1** The deadline for receiving bids or proposals.

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

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

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

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

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

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

**3.6.1** 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.

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

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

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

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

**3.10 HOLIDAYS:**

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

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

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

**3.12 PUBLIC RECORDS LAW:** All bids/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.

**3.13 VENDOR DISCLOSURE:** VENDOR MUST PROVIDE DISCLOSURE OF ANY PENDING OR THREATENED COURT ACTIONS AND/OR CLAIMS AGAINST THE VENDOR. THIS INFORMATION MAY NOT CAUSE REJECTION OF THE PROPOSAL; BUT WITHHOLDING THE INFORMATION MAY BE CAUSE TO REJECT THE PROPOSAL.

**3.14 LIMITATION OF LIABILITY:** In no event shall the Agency be liable to the successful proposer for any indirect, incidental, consequential, or exemplary damages.

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## 3.15 ADDITIONAL CONTRACT PROVISIONS

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

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

## 4.0 TERMS AND CONDITIONS

**4.1 Type of Contract:** The evaluation of proposals submitted in response to this RFP shall 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 proposer shall be responsible for the execution of the project/program/services and contract requirements. If subcontracting is involved, the proposer must clearly define the responsibilities of each party. Failure to accept these obligations may result in cancellation of the award.

**4.2 Contract Funding:** Contracts shall be for a one-year period.

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

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

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

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

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

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

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

**4.4.1 Contract Form:** The Authority will not execute a contract on the successful proposer's form of contract and contracts will only be executed on the Authority's form of contract and by submitting a proposal the successful proposer agrees to do so. See *Attachment G* for a sample LMH contract.

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

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

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

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

**4.8 Escalation:** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful proposer guarantees, by submitting a proposal, that he/she will hold all proposed costs for a period of no less than 3 years. During option renewal years 3 and 4, should the proposer find that a cost-of-living increase is necessary, the proposer will give LMH 90 days' notice with documentation for the need for a price increase, in which case the proposed increase shall be no more than the recommended cost of living index, and no more than 2.5%- 3%. LMH has the right to reject the proposed increase, not renew the contract, issue a new solicitation for services, or negotiate the fees.

### 5.0 **PREPARING PROPOSALS**

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

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

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**5.2** 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 365 days after the proposal submission date.

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

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

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

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

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

### 6.0 PROPOSAL FORMAT

**6.01 Tabbed Proposal Submittal:** The Authority intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the Authority will, as detailed within the following Section, consider factors other than just cost in making the award decision). Therefore, so that the Authority 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 numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

**6.02 Submit an uploaded copy of the proposal into <https://ha.internationaleprocurement.com>.** To facilitate copies for the evaluation committee and document storage.

[Table No. 2]

Tab	Form	Description
1		A letter of transmittal (preferably on letterhead), bearing the signature of the authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with LMH. Authorized individual contact

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		information including phone number and email address shall be included within the letter.
<b>1</b>	<b>Form of Proposal: <u>Attachment A</u></b>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. This is a checklist of documents to be returned in the order that they should be submitted.
<b>1</b>	<b>Form HUD 5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract; <u>Attachment B</u></b>	This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
<b>1</b>	<b>Profile of Firm <u>Attachment C</u></b>	<p>This 2-page Profile of Firm Form must be fully completed executed and submitted under this tab as a part of the proposal submittal.</p> <p>Please attach resumes of principles and key staff and profile of the company and the project team. Identify all and any individuals who will be devoted to the project either on a full time basis or part-time basis.</p>
<b>2</b>	<b>Proposed Services &amp; Client References</b>	<p>Relevant experience, a brief history of providing similar work and services.</p> <p>The proposer shall submit a listing of 3 former or current professional references for which the proposer has performed similar or like services to those being propped herein within the last 3 years. You must reference any previous work performed for another Housing Authority. It is reasonable to assume the Authority will contact references. The listing at a minimum, is to include:</p> <ul style="list-style-type: none"> <li>• The client’s name or business name,</li> <li>• The client’s contact name and title,</li> <li>• The client’s address,</li> <li>• The client’s telephone number and email address,</li> <li>• A brief description and scope of services,</li> <li>• The dates the services were provided.</li> </ul>
<b>2</b>	<b>Proof of Licensing and Certifications</b>	<p>The proposer must provide current proof of licensing requirements. The proposer shall provide the following certificates evidencing licensing and required certifications:</p> <ul style="list-style-type: none"> <li>• Registration with the State of Ohio</li> <li>• Copy of licenses / certifications required to perform the scope of services.</li> </ul>



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<b>3</b>	<b>Price Proposal Form Attachment H</b>	Proposed Pricing for Services as requested on <b>Attachment H</b> .
<b>4</b>	<b>Section 3 Business Preference Documentation: <u>Attachment D</u> <u>Attachment D-1</u> <u>Attachment D-2</u></b>	Every proposer is required to include and submit Section 3 documentation whether the proposer is claiming a Section 3 Business Preference or not. Any Proposer claiming a Section 3 Business Preference shall fully complete and execute the Section 3 Business Preference Certification Forms and any documentation required by those forms.
<b>5</b>	<b>Other Information (Optional)</b>	The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Authority in its evaluation.

**6.3** If no information is to be placed under any of the above noted tabs, please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” DO NOT eliminate any of the tabs. A tab 5 may be added for miscellaneous items such as documentation, examples of work, reports, or marketing materials.

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

**7.0 DELIVERY OF PROPOSALS:** Please submit your proposal as described in Section 6, Proposal Format. 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.

**7.1** 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 purpose only.

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

**7.3 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. 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 and Chief Executive Officer, as well as LMH’s Board of Commissioners shall be final.

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**7.4 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.

**7.5 Submission Conditions:** **Do Not fold or make any additional marks, notations, or requirements on the documents to be submitted!** 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.

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

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

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

**8.2** 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 proposers 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.

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**8.3 The Review Process - 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.

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

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

**8.3.2** Final Review: All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of LMH staff.

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

**8.3.3** Additional Information: 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.

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

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

- Criteria for the Stage 1 review.
- Strength and stability of the vendor to provide the requested services.
- Ability to meet the project/program timelines.
- Overall responsiveness and completeness of the 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.

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- Customer references.
- Cost of proposed service.
- Any other factors considered relevant by LMH and demonstrated by the proposal or investigation by LMH; and
- Experience with a similar project/program of comparable size and scope

**8.4.2** Responsive proposers will be notified of their non-selection after the preferred vendor is notified. (Written notification will be made to all vendors who submitted a proposal). 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 of time within which such an award of the contract may be made shall be subject to the written agreement between LMH and the vendor.

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

**[Table No. 3]**

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

Max Value	FACTOR DESCRIPTION
20	<b>No. 1: Demonstration of ability to provide necessary technical knowledge, skill(s), and qualifications of assigned personnel.</b> Taken into consideration years in business, resumes listing licenses and certifications, client references, especially in government and/or non-profit organizations. Qualifications of Consultants who will develop the study.
25	<b>No. 2: Overall Approach.</b> Demonstrated Quality of Performance and Past Record of Professional Experience in undertaking work similar to those described in the Scope of Services. Completeness of Proposal and Demonstrated Grasp of Performance Expectations of services to be performed under Scope of Services.
20	<b>No. 3: Demonstration of successful and timely completion of similar past projects</b> as verified by reference checks or other means, citing examples of public employment consulting experience. General experience with wage, salary and benefits market studies.
20	<b>No. 4: Proposed Costs:</b> (price) relative to project, the fees that the offeror proposes to charge the HA to provide services.
15	<b>No. 5: Experience with Public Housing Authorities:</b> Experience conducting compensation studies for PHA's.
<b>Max Value</b>	<b>100 Total Points</b>

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

**90 and above = Excellent**

**80 and above = Above Average**

**70 and above = Average**

**69 and below = Below Average**

**60 and below = Poor**

**50 and below = Non-Responsive**

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

## 9.0 Recap of Attachments [Table No. 4]

Attachment/Tab		Description
<b>A</b>	<b>Tab 1</b>	Form of Proposal [2 pages]
<b>B</b>	<b>Tab 1</b>	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i> . [2 pages]
<b>C</b>	<b>Tab 1</b>	Profile of Firm Form [2pages], resumes, scope of services offered, client references.
<b>D</b>	<b>Tab 4</b>	Section 3 Forms [3pages]
<b>E</b>	<b>For Reference</b>	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i> [2 pages]
<b>F</b>	<b>For Reference</b>	Supplemental Conditions
<b>G</b>	<b>For Reference</b>	Sample LMH contract [4 pages]

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<b>G-1</b>	<b>For Reference</b>	Form HUD-5370-C1, <i>General Conditions for Non-Construction Contracts Section I (Without Maintenance Work)</i>
<b>H</b>	<b>Tab 3</b>	Price Proposal Form (Attachment H)

**10.0 Recap of Tables**

**[Table No. 5]**

Table No.	Description
1	RFP Information at A Glance
2	Proposal Format
3	General Evaluation Criteria Point Values
4	Recap of Attachments
5	Recap of Tables