

## RFP Document

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**REQUEST FOR PROPOSALS (RFP) NO. 2019-008**  
**Professional Property Management Services (Arden Park)**

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**INTRODUCTION**

The Columbus Metropolitan Housing Authority (hereinafter, “HA”) is a public entity that was formed in 1934 to provide federally subsidized housing and housing assistance to low-income families, within the City of Columbus, Ohio. CMHA is headed by a President & CEO and is governed by a board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and CMHA’s procurement policy. Brought into existence by the State Board of Housing, the State of Ohio, by May 8<sup>th</sup>, 1934, resolution. CMHA is a subdivision of the State of Ohio

Currently, the HA owns and/or manages: (a) 20 multi-family apartment complexes totaling 2,887 units; (b) 7 senior complexes, totaling 603 units; and (d) the administers a total of 13,000 Section 8 Housing Choice Vouchers. The CMHA currently has approximately 122 employees.

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

**RFP INFORMATION AT A GLANCE**

[Table No. 2]

HA CONTACT PERSON	Andrea Quinichett Purchasing Manager 614.421.4434 <a href="mailto:aquinichett@cmhanet.com">aquinichett@cmhanet.com</a>
HOW TO OBTAIN THE RFP DOCUMENTS ON THE HA WEBSITE	1. Access the cmhanet.com 2. Click on the “Business Opportunities/Section 3” heading 3. Click on the “Purchasing/Open Opportunities” heading If you have any problems in accessing or registering on the system, please call the Purchasing Department at 614.421.4434
PRE-PROPOSAL CONFERENCE	Wednesday, July 31, 2019 2:00pm 880 E. 11 <sup>th</sup> Avenue, Columbus, Ohio 43211
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As directed within Section 3.2.1 of the RFP document, submit one (1) “Proposal Sheet” and financials in a separate sealed envelope noting the RFP number, name and company information. 2. As instructed within Section 3.0 of the RFP document, submit one (1) original copy and three (3) copies of your “hard copy” proposal to the HA Purchasing office.
PROPOSAL SUBMITAL RETURN & DEADLINE	Friday, August 16, 2019 11:00am The HA Central Office 880 E. 11 <sup>th</sup> Avenue, Columbus, Ohio 43211 Note: The “hard copy” proposals and sealed financial information must be received in-hand and time-stamped by the HA by no later than 11:00 a.m. on this date.
ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS	September 2019

**1.0 HA'S RESERVATION OF RIGHTS:**

- 1.1 The HA 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 HA to be in its best interests.
- 1.2 The HA reserves the right not to award a contract pursuant to this RFP.
- 1.3 The HA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HA reserves the right to 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 HA Contracting Officer (CO)/Purchasing Manager.
- 1.6 The HA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The HA reserves the right to change funding sources when/if and in what manner it when in the interest or at discretion.
- 1.8 The HA reserves the right to 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.
- 1.9 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.10 The HA shall reserve the right to 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 HA website, [www.cmhanet.com](http://www.cmhanet.com) and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the Purchasing Manager or designee in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.

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**2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The HA wishes to procure the services of a professional property management company to manage, maintain and operate a mixed income community with 70% of the units market rate and 30% of the units restricted to 80% AMI, Arden Park located 5793 Hoover Falls Drive, Westerville Ohio 43081.

**2.1** This procurement shall be a two-phase process, with the first phase determining responsiveness and qualifications. The second phase will be for respondent(s) who achieve the highest scores in the first phase. An Affordable Housing Marketing Plan (AFHMP) and Financial proposal shall be required for review during the formal invite for contract negotiations. However, CMHA reserves the right to award based on phase one responses.

**2.2 Program Information**

**2.2.1** Arden Park is a (180) units, two (2) two-story resident building. This building community comprised of one and two-bedroom garden style units constructed in 2018. The subject is a mixed income/market rate community with 30% (56) units restricted to 80% of AMI residents. Currently all rents at the community meet the 80% AMI threshold. The community features onsite management and Clubhouse, Courtyard Pool with outdoor kitchen, Fitness Center Movie/Media room, Billard/Game area, and outdoor patio, grill and dining area, 24-hour emergency maintenance, and other resident-focused amenities.

**2.3 Role of the Property Management Company**

**2.3.1** The HA will enter into a professional services contract (Property Management Agreement Sample, Attachment I), with the professional property management company, for the daily management, maintenance and operation for the above listed property.

**2.4 Responsibility of the Property Management Company/Management Team**

**2.4.1** The Property Manager's responsibilities shall include, but not limited to, performing the following tasks:

- 2.4.1.1** Continued lease-up of all housing units, including application screening processes.
- 2.4.1.2** Oversee the emergency, daily and preventative maintenance for the buildings and units.
- 2.4.1.3** Oversee the daily operations of the project.
- 2.4.1.4** Maintain and regularly update property-based waitlist.
- 2.4.1.5** Submit monthly reports and annual budgets to the HA in a format specified by the HA.
- 2.4.1.6** Comply with all requirements as noted in Attachment I, Property Management Agreement, of this RFP.

**2.5 Expectations of the Property Management Company/Property Management Team**

- 2.5.1** The Property Manager will be a SHCM, HCCP, CPM, ARM, and/or PHM or able to obtain within 6 months of contract commencement.
- 2.5.2** State of Ohio Real Estate Brokers License is required
- 2.5.3** The Property Manager will perform its services in full compliance with applicable Federal, State and local government regulations and also with the terms and conditions of the attached Property Management Agreement Sample (Attachment I).

**2.5.4** The Property Management Company shall agree to enter into a Property Management Agreement written by the HA upon Award.

## **2.6** Reporting

**2.6.1** The HA prefers web-based solutions for generating:

- 2.6.1.1.1 Online Applications
- 2.6.1.1.2 Rental Payments
- 2.6.1.1.3 Work Order Processing
- 2.6.1.1.4 CMHA must have electronic access to property management tools and financial software

**2.6.2** The Property Manager will be responsible for generating the following electronic reports, including, but not limited to:

- 2.6.2.1.1 Income Statement
- 2.6.2.1.2 Balance Sheet
- 2.6.2.1.3 Rent Roll
- 2.6.2.1.4 Bank Reconciliation
- 2.6.2.1.5 Receivable Ledger/Trial Balance/Aging Report
- 2.6.2.1.6 Payable Ledger/Trial Balance/Aging Report
- 2.6.2.1.7 Monthly Marketing Update Reports
- 2.6.2.1.8 Weekly Vacancy Reports
- 2.6.2.1.9 Annual Budgets
- 2.6.2.1.10 Accrual Accounting
- 2.6.2.1.11 Detailed monthly variance reports
- 2.6.2.1.12 Residents demographic reports including all resident income and household counts
- 2.6.2.1.13 Other Reports as required by the Owner

**2.6.3** Proposers shall submit samples of the above-mentioned reports currently used by the Proposer in their response as noted in Section 3.0, 3.1.4.4 and Section 4.1, No. 4.

**2.6.4** Proposer shall demonstrate ability to import financial reporting into Microsoft Dynamics GP16.

## **2.7** Marketing Plan

**2.7.1** The successful Proposer shall detail a sample marketing plan that ensures successful strategies to:

- 2.7.1.1 Lease vacant units
- 2.7.1.2 Retain Resident occupancy

## **2.8** General Requirements

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

**2.8.2** Management Company shall pay all of its employees, including any and all approved Subcontractors, at least the legal minimum wages as determined by the

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United States Department of Labor and the United States Department of Housing and Urban Development of Labor Prevailing Wages as attached (if applicable).

2.8.3 Management Company must provide, at their own expense, all equipment, vehicles, labor, material, supplies, and tools necessary to perform all of the services required under this RFP and any resulting contract.

**3.0 PROPOSAL FORMAT:**

3.1 **Tabbed Proposal Submittal:** The HA intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the HA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HA 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 HA has published herein or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	<b>Form of Proposal:</b> This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	<b>Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract:</i></b> This Form is located on the HA website as an addendum to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2.1	2	<b>Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs:</i></b> This Form is located on the HA website as an addendum to this RFP document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	<b>Profile of Firm Form:</b> The Profile of Firm Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	<b>Proposed Services:</b> As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, The proposer’s <b>DEMONSTRATED EXPERIENCE</b> in performing similar work (including honoring proposed costs and adherence to high performance standards) substantially similar to that required by this solicitation of a unit count of 100 or more.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s <b>QUALIFICATIONS</b> as demonstrated by required

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		certifications, performance standards, expertise in dealing with property management and compliance.
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 4, The proposer's <b>MANAGEMENT &amp; MARKETING PLAN AND REPORTING</b> (including but not limited to staffing, operations, successful audits, and professional services offered). The proposer should provide IT solutions to include, but not limited to, electronic tools for online applications, work orders, payments and financial reporting. The Proposer shall disclose their anticipated Financial and Managerial software. Proposer is asked to submit samples of their: A. Income Statement, B. Balance Sheet, C. Rent Roll, D. Bank Reconciliation, E. Receivable Ledger and F. Payable Ledger and G. Marketing Plan per site. H. Sample resident demographic report
		As detailed within Section 4.1, Evaluation Factor No. 5, The <b>OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED</b> based upon the opinion of the evaluators.
3.1.4.5		If appropriate, how manager's staff are selected, screened, trained, retained and monitored.
3.1.4.6		The proposed quality control program (if applicable);
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
3.1.4.8		A complete description of the products and services the firms provides.
3.1.5	5	<b>Managerial Capacity/Financial Viability:</b> The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment B, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm and three (3) years of financial statements to include cash flow (Audited financial statements are preferred) <u>or</u> equivalent as approved by the HA <u>prior</u> to submission of the Response (Contractor shall include this documentation with the Fee Proposal Sheet as noted in Table 2).
3.1.6	6	<b>Client Information:</b> The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.7	7	<b>Equal Employment Opportunity:</b> The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	<b>Subcontractor/Joint Venture Information (Optional Item):</b> The proposer shall identify hereunder whether or not he/she intends

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		to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
<b>3.1.9</b>	<b>9</b>	<b>Section 3 Participation:</b> The proposer shall document their Section 3 participation by submitting Attachment H and any additional supporting documentation (based on Priority level).
<b>3.1.10</b>	<b>10</b>	12-month detailed property budget including estimated rental and other income, payroll schedule, property expenses and capital improvements. Include any and all separate budget detail tabs and budget notes to demonstrate a standard annual budget template. A current rent schedule is provided in the RFP.

**3.1.11** If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

**3.1.12 Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HA can, if needed, remove the binding (i.e. "comb-type;" , 3-ring binder; etc.).

**3.2 Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer on the provided "Fee Sheet" (Attachment D). The Proposer shall submit this sheet in a separate sealed envelope and submit with the "original" hard copy. A proposer must enter a proposed fee for each item as requested--a "No Proposal" will not be allowed for any item, though a "No Charge" will be allowed for certain items. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.

**3.3 Proposal Submission:** All proposals must be submitted, time-stamped and received in the designated HA office no later than the submittal deadline stated herein (or within any ensuing attachment). A total of one (1) original signature copy of the fee sheet and one (1) original signature copy of the technical response (marked "ORIGINAL") and three (3) exact copies of the technical response ONLY of the "hard copy" proposal submittal shall be placed unfolded in a sealed package and addressed to:

The Columbus Metropolitan Housing Authority  
Attention: Purchasing Manager  
Purchasing Department  
880 E. 11<sup>th</sup> Avenue  
Columbus, Ohio 43211

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. **Proposals received after the published deadline will not be accepted.**

**3.3.1 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! If any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HA by the proposer, such may invalidate that proposal. By accessing the noted website,

**The Columbus Metropolitan Housing Authority**



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www.cmhanet.com, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

**3.3.1.1 Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HA, including the RFP document, the documents listed within this RFP, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents.

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

**3.4.1 Addenda:** All questions and requests for information must be addressed in writing to the Purchasing Manager or Designee. The Purchasing Manager or designee will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. known firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the Purchasing Manager or Designee will NOT conduct any *ex parte* conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the Purchasing Manager—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the Purchasing Manager may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the Purchasing Manager may more fairly respond to all prospective proposers in writing by addendum.

**3.5 Pre-proposal Conference:** The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the Purchasing Manager or Designee may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference.

**3.6.1 General Directions to the Pre-proposal Conference:**

[Table No. 5]

RFP Section	Direction
3.6.1.1	Take SR 71 North or South
3.6.1.2	Exit East onto 11 <sup>th</sup> Avenue;

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3.6.1.3	East on 11 <sup>th</sup> to Wright
3.6.1.4	Turn left onto Wright and follow to visitor parking lot on the right, park in any open spot.
3.6.1.5	The HA Corporate office is located on the left side of Wright; Enter the building through the double glass doors at the front of the building.

**4.0 PROPOSAL EVALUATION:**

4.1 **Evaluation Factors:** The following factors will be utilized by the HA 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:

[Table No. 7]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	25 points	Objective	The <b>PROPOSED COSTS</b> the proposer proposes to charge the HA to provide Property Management Services as stated in this RFP and as provided by the Proposer on the Fee Sheet. The HA will calculate proposed costs based on: (1) Anticipated annualized gross income multiplied by the respondent's proposed fee percentage; AND (2) the respondent's Bookkeeping/Audit fees AND (3) Data Processing Fees AND (4) the respondent's wages and fringe benefits payable for onsite management and maintenance employees; AND (5) Other anticipated expenses.
2	25 points	Subjective (Technical)	The proposer's <b>DEMONSTRATED EXPERIENCE &amp; CAPACITY</b> in performing similar work (including honoring proposed costs and adherence to high performance standards) substantially similar to that required by this solicitation for a multifamily property management portfolio consisting of 600 or more units.
3	15 Points	Subjective (Technical)	The proposer's <b>QUALIFICATIONS</b> as demonstrated by required certifications, performance standards, expertise in dealing with property management, LIHTC, and compliance.
4	25 Points	Subjective (Technical)	The proposer's <b>MANAGEMENT &amp; MARKETING PLAN AND REPORTING</b> (including but not limited to staffing, operations, Resident Services, successful audits/inspections, 12 month detailed operating budget including a standard budget template with correlating budget details/tabs and all notes, and professional services offered). The proposer should provide IT solutions to include, but not limited to, electronic tools for online applications, work orders, payments and financial reporting. The Proposer shall disclose their anticipated Financial and Managerial software. Proposer is asked to submit samples of their: A. Income and Operating Statement, B. Balance Sheet, C. Rent Roll, D. Bank Reconciliation, E. Receivable Ledger and F. Payable Ledger and G. Marketing Plan per site.
5	10 points	Subjective (Technical)	The <b>OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED</b> based upon the opinion of the evaluators.
	100 points	100 points	<b>Total Points (other than objective preference points)</b>

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NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
7		<b>Objective</b>	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION:</b> A firm may qualify for Section 3 status as detailed within (NOTE: A max of 10 points awarded).
7a	10 points		Priority I: As detailed on page 5 of Attachment H
7b	8 points		Priority II: As detailed on page 5 of Attachment H
7c	7 points		Priority III: As detailed on page 5 of Attachment H
7d	5 points		Priority IV: As detailed on page 5 of Attachment H
7e	3 points		Priority V/VI: As detailed on page 5 of Attachment H
	10 points		<b>Maximum Preference Points (Additional)</b>
	110 points	<b>Total Possible Points</b>	

**4.2 Evaluation Method:**

- 4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HA reserves the right to reject any proposals deemed by the HA not minimally responsive.
- 4.2.2 Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1** Instructions to Evaluators;
  - 4.2.2.2** Proposal Tabulation Form;
  - 4.2.2.3** Written Narrative Justification;
  - 4.2.2.4** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee:** The HA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. As detailed within Section 3.5 of this document, the Purchasing Manager is the only person at the HA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation:** The Purchasing Manager or designee will evaluate and award points pertaining to Evaluation Factors No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the Purchasing Manager or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, and 5 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Purchasing Manager or designee.
- 4.2.5 Potential “Competitive Range” or “Best and Finals” Negotiations:** The HA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of

HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HA in a timely manner as possible, but in any case, within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**4.3 Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the President & CEO for approval.

**4.3.2.1 Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

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

**4.3.3 Award Recommendation:** It is anticipated that the final rankings will be forwarded to the HA Board of Commissioners (BOC) at a regularly scheduled board meeting for approval. The HA BOC will then make its determination as to whether or not to follow the evaluation committee’s recommendation. Contract price negotiations may, at the HA’s option, be conducted prior to or after the BOC approval.

**4.3.4 Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

**4.3.4.1** Which proposer received the award;

**4.3.4.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

**4.3.4.3** The cost or financial offers received from each proposer;

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

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 the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted HA website, [www.cmhanet.com](http://www.cmhanet.com)”. Accordingly, the HA 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 the HA pursuant to this RFP:

5.2.1 **Contract Form:** The HA is not obligated to contract on the successful proposer's form when a HA form is available, and by submitting a proposal the successful proposer agrees to do so (please note that the HA reserves the right to amend this form as the HA deems necessary). However, the HA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HA to do so; but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective proposer to notify the HA, 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 HA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Please note that the HA 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.

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

5.2.3 **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 Purchasing Manager or designee. Any purported assignment of interest or delegation of duty, without the prior written consent of the Purchasing Manager or designee shall be void and may result in the cancellation of the contract with the HA, 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 Purchasing Manager or designee.

5.2.4 **Assignment:** The HA reserves the right to award to more than one (1) qualified respondent to perform the services described herein.

5.2.5 **Contract Period:** The HA anticipates that it will initially award a contract for the period of two (2) years, with options to renew for two (3) one (1) year

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contracts not to exceed five (5) years to be established after Board approval and the award is declared.

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

**5.3.1** State of Ohio Real Estate Brokers License is required

**5.3.2** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

**5.3.3** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000);

**5.3.4** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000);

**5.3.5** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

**5.3.6** If applicable, a copy of the proposer's license issued by the State of Ohio licensing authority allowing the proposer to provide the services detailed herein.

**5.3.7** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

**5.4 Right To Negotiate Final Fees:** The HA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the Purchasing Manager or designee successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

**5.5 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.

**6.0 ADDITIONAL CONSIDERATIONS:**

**6.1 Required Permits and Licenses:** Unless otherwise stated in the RFP documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the HA or the proposers at the

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time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Proposer and all offers submitted by the Proposer shall reflect all costs required by the successful Proposer to procure and provide such necessary permits or licenses.

**6.2 Taxes:** All persons doing business with the HA are hereby made aware that the HA is exempt from paying Ohio State Sales and Use Taxes and Federal Exercise Taxes. A letter of Tax Exemption will be provided upon request.

**6.3 Official, Agent and Employees of THE HA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

**6.4 Termination:** Any contract resulting from this RFP may be terminated under the following conditions:

**6.4.1 By mutual consent of both parties, and**

**6.4.2 Termination For Cause:** As detailed within Clause No. 3 of Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I - (Within or without Maintenance Work)*, attached hereto:

**6.4.2.1** The HA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from the HA, fails to correct such failures within seven (7) days or such other period as the HA may authorize or require.

**6.4.2.1.1** Upon receipt of a notice of termination issued from the HA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by the HA in the notice of termination.

**6.4.2.1.2** The HA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

**6.4.3 Termination For Convenience:** In the sole discretion of the HA, the HA may terminate any and all contracts resulting from this RFP in whole or part upon thirty (30) days prior notice to the Contractor when it is determined to be in the best interest of the HA.

- 6.4.4 The rights and remedies of the HA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.
- 6.4.5 In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, the HA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to the HA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

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**FORM OF PROPOSAL  
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer.

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(four (4) copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C Form HUD-5369-A
_____	Tab 3 Proposer’s Certification & Profile of Firm Form (Attachment B)
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability/Resumes
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab9 Section 3 Participation
_____	Tab 10 12 Month Detailed Operating Budget/Budget Template

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES\_\_\_ or NO\_\_\_.

**PROPOSER’S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Proposal Fee Sheet, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted HA website, [www.cmhanet.com](http://www.cmhanet.com), including an agreement to execute an Agreement and/or Contract. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Proposal Fee Sheet pertaining to this RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

**REQUEST FOR PROPOSALS (RFP) NO. 2019-008  
Professional Property Management Services (Arden Park)**

**RFP 2019-008: PROFILE OF FIRM FORM  
(Attachment B)**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

- (1) Prime\_\_\_ Joint Venture/ Partner\_\_\_ Sub-contractor\_\_\_ (This form must be completed by and for each).
- (2) Name of Firm:\_\_\_\_\_ Telephone:\_\_\_\_\_ Fax: \_\_\_\_\_
- (3) Street Address, City, State, Zip:\_\_\_\_\_
- (4) Please attached a brief biography/resume of the company, including the following information:  
(a) Year Firm Established; (b) Year Firm Established in (Jurisdiction); (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (Provide resumes for each under Tab No. 3):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 3 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Identify the rate in which employees are paid:

POSITION WITHIN ORGANIZATION	MANNER OF PAY (HOURLY/COMMISSION, OTHER)

- (8) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

- Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

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WMBE Certification Number: \_\_\_\_\_ Certified by (Agency): \_\_\_\_\_

(9) Federal Tax ID No.: \_\_\_\_\_

(10) Columbus, Ohio Business License No.: \_\_\_\_\_

(11) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_

(12) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(14) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(15) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(17) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

(18) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**

**ATTACHMENT C: INSTRUCTIONS FOR BIDDERS/PROPOSERS**

**SPECIAL CONDITION**

Special conditions included in the specifications shall take precedence over any provisions stipulated hereunder.

**SIGNATURE REQUIRED**

Any page format in which proposal pricing is stated must be signed in ink followed by the person's signature printed or typewritten. If the proposer is a firm or corporation, insert the corporate name followed by the signature and title of a person authorized to sign said proposal.

**PRINCIPALS, PARTNERSHIPS OR PROPRIETORS**

All proposers are required to attach to the proposal packet a list of all principals, partners or proprietors of the company along with the appropriate title and/or position of each person.

**TAXES**

The HA is tax exempt. The successful proposer will be furnished an exemption certificate if needed.

**PRICING**

Proposers are to quote firm prices unless otherwise noted in the specifications. In case of a discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price IN WORDS WILL CONTROL.

**ACCEPTANCE AND REJECTION**

This proposal will be accepted or rejected within a period of sixty (60) days from the proposal opening date. The HA reserves the right to reject any and all proposals, to waive technicalities, and to request a re-quote on the required materials and/or services. If more than one item is listed, prices shall be quoted on each unit. However, each item shall be considered a separate proposal and the HA reserves the right to award a contract on each item separately proposed, or on all items as a whole or any combination thereof. Proposers whose proposal is made on an "all or none" basis must clearly state such fact in the proposal.

**WITHDRAWAL OF PROPOSALS**

Proposers may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals.

**SUBMISSION OF PROPOSAL**

Proposals must be submitted on the attached proposal page unless otherwise noted in the specifications. Blank spaces in the proposal must be completed and the phraseology is not to be changed. Any additional conditions, limitations, or provisions attached to the proposal may result in its rejection. It is important that all pages be in proper sequence. If the vendor does not wish to propose, the proposal should be so marked.

Proposals received prior to the time of the opening will be securely kept, unopened. No proposal received after the specified time will be considered except under the following conditions: if a proposal arrives by mail, date & time stamped prior to the deadline of the opening/deadline, but before award is made, and it is shown to the satisfaction of the awarding officer that late arrival was due solely to delay in the mails, such proposals will be received and considered. No responsibility will attach to an officer for the premature opening of a proposal not properly addressed and identified.

Proposals must be submitted in a sealed envelope and clearly state the Proposer's Name, Address, RFP number and RFP Submittal deadline date.

### **CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS**

Each change or addendum issued in relation to this proposal document will be on file in the office of the Purchasing Department no less than five (5) working days prior to the scheduled proposal closing. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of proposal documents. Total proposal or specific item cancellations may be issued later than the time specified above.

### **DELIVERY**

Time will be of the essence for any orders placed as a result of this proposal. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified. Delivery shall be made 8:00 a.m. to 4:00 p.m. Monday through Friday to the destination shown on the proposal.

### **QUALITY**

Unless otherwise stated by the proposer the proposal will be considered as being in strict accordance with the specifications outlined in the Proposal Document.

Reference to a particular trade, manufacturer's catalog or model number is made for descriptive purposes to guide the proposer in interpreting the requirements of the HA. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal. "Or Equal" substitutions will be reviewed by the HA for approval.

### **SAMPLES**

Samples, when requested, must be furnished free of expense and, if not destroyed, will upon request be returned at the proposer's expense.

### **INELIGIBLE PROPOSERS**

The HA is prohibited from making any awards to contractors, subcontractors or firms who are on lists of those ineligible to receive awards from the United States, as furnished periodically by HUD. The current list of ineligible firms is available for inspection by prospective proposers at the offices of the HA.

The HA is required to procure contracts only with responsible contractors, i.e. those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract the HA will review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity, record of past performance, and financial and technical resources.

### **AWARD OF CONTRACT**

The contract will be awarded to the responsible proposer (s) submitting the best value and other evaluating factors complying with the conditions of the Request for Proposal (RFP). .

All specifications and proposal documents become a binding part of the contract.

### **PERFORMANCE BOND**

All proposers will be required to furnish a performance bond for any service/construction proposals exceeding \$50,000. The performance bond of 100% of the full amount of the contract, which secures the faithful performance of the contract, must be furnished within 14 days of contract award. No exceptions will be granted without prior written permission of the HA. Failure of the successful proposer to comply shall constitute a default. The HA may either award the contract to the next reasonable proposer or re-advertise for proposals; and the HA may charge against the proposer the difference between the amount of the proposal and the amount for which the contract for the work is subsequently executed.

### **SUBCONTRACTORS**

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

### **CANCELLATION**

The HA reserves the right to monitor and evaluate the performance of a vendor, pursuant to this proposal, on a regular basis. Either The HA or the vendor may terminate this contract upon a material violation of the terms herein, as noted in Section 6.4 of the RFP document.

### **PRE-PROPOSAL CONFERENCE**

Where advisable or in the Authority's interest a Pre-Proposal Conference will be conducted for all proposers as specified in the proposal advertisement (time and location). This conference shall be for clarification of procedures and requirements connected with the preparation of responsive proposals only.

### **MINORITY AND FEMALE BUSINESS ENTERPRISE POLICY**

As policy, the Columbus Metropolitan Housing Authority (The HA) will aggressively seek to contract with minority and/or female business enterprises for at least twenty percent (20%) of its annual dollar expenditures for construction, development and supply of goods and services. Initially, The HA will seek to meet this goal by expanding and improving its contacts with appropriate minority and/or female business enterprises, so that more responsive proposals and competitive quotations can be solicited and received from such business enterprises. The HA will, therefore, compile and maintain a master list of minority and female business enterprises (categorized and referenced by types of businesses) and related non-profit or service organizations. These businesses and specific groups will be kept informed, through outreach activities, regarding general and specific business opportunities with The HA. Formal bidding through public advertisements will also be paid for or sponsored by The HA with minority press and media as well as the major Columbus newspaper. Training sessions, focusing on both The HA's general business practices and specific construction jobs or purchasing transactions, will also be conducted for the benefit of minority and/or female business enterprises on a regular basis. Actual contract awards for construction and purchasing will be recorded and monitored for minority and/or female business enterprise participation, and selected proposers will be expected to achieve their minority and/or female business enterprise commitments. Implementation duties for this policy will be delegated to the Minority Business/Contract Compliance Officer (for development activities) and the Purchasing Agent (for procurement activities), under the general supervision of the President\CEO.

**ATTACHMENT D: PROPOSAL FEE SHEET**

**Arden Park**  
**Please submit the following fee/cost structure**

1. Fee, expressed as a percentage of anticipated gross income received      % \_\_\_\_\_
  
2. Other expenses\* charged directly by your firm      \$ \_\_\_\_\_

\*Note: Please provide an attachment listing number of “other expenses”

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Company**

**Attachment E: Proposer’s Certification**

By signing below, Proposer certifies that the following statements are true and correct:



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1. He/she has fully authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency, and the individual or business entity named in this proposal is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
2. Proposer proposes to furnish and deliver all items, for which proposals were provided herein, as specified in the proposal, in accordance with the terms, conditions, and specifications embodied herein, all of which terms, conditions, and specifications are hereby accepted and made a part of this proposal, all materials and supplies, which are described on the proposal worksheets herein and opposite of which prices have been entered, at the price or prices quoted, subject to valid price reductions as hereafter defined, as ordered for delivery, by THE HA.
3. Proposer agrees that this proposal shall remain open and valid for at least a period of sixty (60) days from the date of the proposal opening, or as may be specified herein, and that this proposal shall constitute an offer, which, if accepted by THE HA and subject to the terms and conditions of such acceptance, shall result in a contract between THE HA and the undersigned Proposer.
4. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal.
5. Proposer, (the firm, corporation, partnership, or institution represented by the Proposer), or anyone acting for such firm, corporation or institution has not violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly this proposal to any competitor or any other person engaged in such line of business.
6. Proposer has not received compensation for participation in the preparation of the specifications for this solicitation.

**SIGNED:** \_\_\_\_\_ **Date** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**PRINT COMPANY NAME:** \_\_\_\_\_

**COMPANY PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**Attachment F: HUD FORMS**

5369-B Instructions to Offerors Non-Construction  
<http://www.hud.gov/offices/adm/hudclips/forms/files/5369-b.pdf>

5369-C (8/93), Certifications & Representations of Offerors  
Non-Construction Contract  
<http://www.hud.gov/offices/cpo/forms/hud5369c.pdf>

5370-C Sections I & II General Conditions for Non-Construction Contracts,  
(With or without Maintenance Work)  
<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf>  
<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C2.pdf>

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### Attachment G: Capacity

Please respond to the questions below. If insufficient space is provided, please provide additional response(s) on an attached sheet.

1. How many units do you currently have in your property management portfolio?
2. What is your typical ratio of on-site staff per 100 units?  
\_\_\_\_\_ Leasing/property manager staff per 100 units  
\_\_\_\_\_ Maintenance employees per 100 units
3. Where are the location(s) of regional offices you currently have in Franklin County?
4. What are your performance standards for unit turnover (average days to turn over units in your current portfolio)?
5. What is your firm's concession and leasing incentive history within the primary market area?
6. What is your firm's historical per unit Operating Expense cost (excluding Real Estate Taxes) for a newly constructed multi-family property similar to Arden Park?

**Attachment H:**

<b>Arden Park</b>	<b>Current Rent</b>	<b>Count</b>
1bed 1bath breezeway pre	\$ 890	48
1 bed vista pre	\$ 945	8
2bed 1bath breezeway pre	\$ 965	60
2bed 1bath vista pre	\$ 995	8
2bed 2bath breezeway pre	\$ 1,015	40
2bed 2bath vista pre	\$ 1,045	16
Total		180

**SECTION 3 PARTICIPATION**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:     Corporation     Partnership     Sole Proprietorship     Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |   |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

**Corporate Seal**

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Title

My term expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Number Of All Contracts Proposed: \_\_\_\_\_

Name Of Company: \_\_\_\_\_

Dollar Value Of All Contracts Proposed: \_\_\_\_\_

Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Proposal To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

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**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlined In Attached Exhibit.**

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL)                      DATE: \_\_\_\_\_

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Signature    Date    Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES  
(con'd)**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

\_\_\_\_\_  
Signature Date Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE

***This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



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**PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES**

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

**Priority I**

**Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

**Priority II**

**Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

**Priority III**

**Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

**Priority IV**

**Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

**Priority V**

**Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

**Priority VI**

**Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

**Priority VII**

**Category 4b Business**

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

**Eligibility for Preference**

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concerns.

**Attachment I:**  
**SAMPLE PROPERTY MANAGEMENT AGREEMENT**

**For**

**XXXX**

This **Property Management Agreement** (this “Agreement”) is made effective as XXXX by and between (XXXX), (“Owner”), and (XXXX) (“Manager”).

**RECITALS**

- A. Owner owns certain real property and improvements situated thereon located at XXXX (the “Real Property”). XXXX (“Development”) to be managed by Manager under this agreement, is a (204) unit apartment community consisting of land, building and other improvements described as follows:

Name: XXXX  
Location: XXXX  
City: Columbus  
Zip: XXXX  
Unit Count: XXXX

- B. Owner wishes to obtain the services of Manager in connection with the management of the Development subject to the terms and provisions of this Agreement; and Manager wishes to perform such services in exchange for the management fee (see **ARTICLE 8**) provided herein.
- C. Leasing Guidelines and Management Plan.

Attached hereto as Exhibit “A” and hereby incorporated herein is a copy of the Leasing Guidelines and Exhibit “B” the Management Plan for the Development, which provides a comprehensive and detailed description of the policies and procedures to be followed in the management of the Development. In many of its provisions, these Exhibits briefly define the nature of the Manager’s obligation, with the intention that references be made to the Leasing Guidelines and Management Plan for more detailed policies and procedures. Accordingly, Owner and Manager will comply with all applicable provisions of both Exhibit “A” and Exhibit “B”.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, the parties hereto mutually agree as follows:

**ARTICLE 1**  
**APPOINTMENT AND ACCEPTANCE**

**1.1 Appointment and Acceptance.** Owner hereby appoints Manager to manage, operate, maintain and otherwise be responsible for renting the residential units in the Development; and Manager hereby accepts the appointment subject to the terms and conditions set forth in this Agreement.

**ARTICLE 2**  
**TERM**

**2.1 Term.** This Agreement shall become effective on the date specified on page #1 of this agreement and shall continue in full force and effective for a period of XXXX unless terminated by the Owner or Manager, with not less than thirty (30) days prior written notice.

There are XXXX renewal options available should Owner decide to renew the contract after the first XXXX term. Owner will notify Manager 60 days prior to the expiration of this contract should Owner wish to utilize the first one-year contract extension option. Owner will notify Manager of their intent to exercise the final one-year renewal options if applicable. Max term of this contract is five (5) years starting XXXX.

**ARTICLE 3**  
**SERVICES OF MANAGER**

**3.1 Rentals.** Manager shall offer for rent and shall use its best efforts to rent the housing units in the Development in accordance with all requirements (as defined below). Manager will offer for rent, and will rent the dwelling units in the Development, in accordance with the Leasing Guidelines and the Management Plan, which will incorporate the following Manager responsibilities:

- a) Manager shall select applicants for admission using the screening criteria that is consistent with the lease requirements, Leasing Guidelines (Exhibit A) and the Management Plan (Exhibit B).
- b) Applicant screening procedures will include verification of credit worthiness, rental history, income verification, and criminal background checks for all applicants, in accordance with procedures set forth in the Management Plan.
- c) Manager will prepare all Tenant Leases (as defined below) and parking permits if applicable and will execute the same in the name of the owner.

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- d) Show housing units for rent in the Development to all prospective tenants.
- e) Take and process applications for rentals, including prospective tenant interviews and credit checks. If an application is rejected, the applicant shall be advised of the reason for rejection. The rejected application, together with the written notice of the rejection and any other related correspondence, shall be kept on file for three years following the rejection;
- f) Comply with the leasing and other requirements contained in Section 42 of the Code of Federal Regulations with respect to housing units eligible for the low-income housing tax credit if applicable to this Development.
- g) Nondiscrimination: In the performance of its obligations under this agreement, Manager shall comply with the provisions of any Federal, State or Local Law prohibiting discrimination in housing on the grounds of race, color, sex, creed, national origin, disability and familial status, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat.241), all requirements imposed by or pursuant to that Title; regulations issued pursuant to Executive Order 11063, and Title VIII of the Civil Rights Act of 1968;
- h) Negotiate and execute any commercial leases and concession agreements in Owner's name subject to prior written approval by Owner of all terms and conditions;
- i) Collect, deposit and disburse security deposits, in accordance with the terms of each Tenant Lease and Sections 7.1 and 7.2 hereof. The amount of each security deposit shall be held by Manager in an account, separate from all other accounts and funds. Such account shall be in the name of XXXX, and designated as "Security Deposit Account." Interest on security deposits shall be paid according to the leases and applicable law;
- j) Maintain a current list of acceptable prospective tenants and undertake all arrangements necessary and incidental to the acceptance of rental applications and the execution of tenant leases. Manager shall exercise its best efforts (including, but not limited to, placement of advertising, interviewing prospective tenants, assisting and counseling in completion of rental applications and execution of tenant leases, processing documents and credit and employment verifications, and explanation of the program and operations of Owner) to effect the leasing of dwelling units and renewal of Tenant Leases so that the Development is occupied as fully as possible;
- k) Perform such other acts and deeds requested by Owner as are reasonable, necessary and proper in the discharge of Manager's rental duties under this Agreement;

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- l) Prorate the first month's rent collected from tenant should the Tenant Lease term commence on any other day than the first day of the month. If the Tenant Lease term occurs after the twentieth (20th) day of the month, the prorated amount, plus the next month's rent, shall be collected on or before the first day of the Tenant Lease term; and;
  
- m) Participate in the inspection of each dwelling unit identified in the Tenant Lease together with the tenant prior to move-in and upon move-out whenever possible, and shall record in writing any damage to the unit at the time the tenant moved in and any damage occurring during the tenant's occupancy;

3.2 **Qualified Rental Use.** XXXX will be a market rate community with an affordable component as defined by the owner at a later date.

**FURTHER, THE FOLLOWING PROVISIONS SHALL APPLY:**

- a) Manager shall maintain and preserve all written records of tenant family income and size, and any other information necessary to comply with the requirements or otherwise reasonably requested by Owner throughout the term of this Agreement, and shall turn all such records over to Owner upon the termination or expiration of this Agreement.

3.3 **Collection of Rents and Other Receipts.** Manager shall collect, when due, all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Development. Such receipts shall not be commingled with other funds and shall be deposited and held in the Operating Account in accordance with the provisions of Section 7. 1. In no event shall such rental contributions be modified without the prior written consent of the Owner and the Authority.

3.4 **Enforcement of Tenant Leases.** Manager shall take all reasonable action to secure full compliance by each tenant with the terms of such tenant's Tenant Lease. Voluntary compliance will be emphasized, and Manager shall counsel tenants and make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by Manager, to the end that involuntary termination of tenancies may be avoided to the maximum extent consistent with sound management of the Development. Nevertheless, Manager may, and shall if requested by Owner, lawfully terminate any tenancy when, in Manager's judgment, sufficient cause for such termination occurs under the terms of tenant's Tenant Lease, including, but not limited to, nonpayment of rent. For this purpose, Manager is authorized to consult with legal and bring actions for eviction and execute notices to vacate and judicial pleadings incident to such actions, provided, however, that Manager shall keep Owner informed of such actions and shall follow such instructions as Owner may prescribe for the conduct of any such action. Reasonable attorneys' fees and other necessary costs incurred in connection with such actions, as determined by Owner, shall be paid out of the Operating

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Account. Manager shall properly assess, bill to and make every reasonable effort to collect from each tenant, or the security deposit, the cost of repairing any damages to the housing unit arising during the tenant's occupancy.

3.5 Maintenance and Repairs. Manager shall, at Owner's expense, maintain the Development in an acceptable condition and in a rentable state of repair, all in accordance with applicable Federal, State and local statutes and regulations. Manager shall otherwise maintain the Development at all times in a condition acceptable to Owner, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary. Incident thereto, the following provisions shall apply:

- a) Special attention shall be given to preventive maintenance and, to that end; the services of a regular superintendent shall be used.
- b) Subject to the Developments approved budget, Manager shall contract with qualified independent contractors for the maintenance and repair of major mechanical systems, and for the performance of extraordinary repairs beyond the capability of regular maintenance personnel. Manager shall obtain, prior to commencement of any work, appropriate written evidence of such contractor's liability and workers' compensation insurance.
- c) Manager shall systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be justified, and shall keep records of the same. Emergency requests shall be serviced on a 24-hour basis. Complaints of a serious nature shall be reported to Owner after investigation. At Owner's request, Owner shall receive all service requests and the reports of action thereon.
- d) Manager shall take such action as may be necessary to comply with any and all orders and requirements of federal, state, county and municipal authorities having jurisdiction over the Development, and with orders of any board of fire underwriters, insurance companies and other similar bodies pertaining to the Development.
- e) Except as otherwise provided in this section, Manager is authorized to purchase, at Owner's expense, all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair of the Development. Manager shall obtain receipts for all contracts, materials, supplies, utilities, and services for those items which can be obtained from more than one source. Manager shall obtain three bids on all contracts or purchases which exceed \$2,000. Manager shall secure and credit to Owner all discounts, rebates or commissions obtainable with respect to purchase, service contracts and all other transactions on Owner's behalf.

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Notwithstanding the foregoing, the prior written approval of Owner will be required for any contract which exceeds one year in duration, or expenditure which exceeds \$2,000 in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Development, except for emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Development. In the event of emergency repairs, Manager shall notify Owner of the facts promptly, and in no event later than 48 hours from the occurrence of the event.

- f) Compensation (including fringe benefits) payable to the Manager's supervisory property manager and all off site managerial, bookkeeping, and clerical personnel, as well as all local, state, and federal taxes and assessments incident to the employment of such personnel will be borne solely by the Manager and not paid from the Development Operating Account or treated as a Development expense, unless specifically accepted by the Owner in the Operating Budget as an eligible property expense.
- g) Manager and its employees shall at all times comply with the federal Drug Free Workplace Act of 1988.
- h) Manager shall report promptly to Owner and Authority any litigation involving the Manager or the Development.

**3.6 Utilities and Services.** Manager shall make arrangements for water, electricity, gas, fuel, oil, sewage and trash disposal, vermin extermination, decoration of common areas, laundry facilities, telephone services and other necessary services in connection with the Development. Subject to Owner's prior approval as required in Section 3.5, Manager shall make such contracts as may be necessary to secure such utilities and services.

**3.7 Personnel.** All on-site personnel shall be contracted service providers or employees of Manager, subject to approval of Owner. Owner shall reimburse Manager for compensation (including fringe benefits) payable for onsite management and maintenance employees, as prescribed in the Management Plan and only if approved in the current year operating budget unless approved in writing from Owner. Reimbursable costs include all federal, state, and local taxes and other costs incident to the employment of such personnel as approved by Owner.

**3.8 Operating Account.** Disbursements from the Operating Account shall be made in accordance with the operating budget prepared pursuant to Section 3.9. In the event that the balance in the Operating Account is at any time insufficient to pay disbursements due and payable under Section 3.10, Manager shall promptly inform Owner of the fact, and Owner may then remit to Manager sufficient funds to cover the deficiency. In no event shall Manager be required to use its own funds to pay such disbursements or be liable for any losses, costs or damages arising out of Owner's failure to cover the deficiency. Amounts in the Operating Account that are in excess of the needs of the Development are required to be returned to the Authority, provided, however, that Owner may direct Manager to retain such amounts

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in the Development Operating Account to reduce the need for operating subsidies for the Development in the following fiscal year.

**3.9 Operating Budget.** Manager shall prepare a recommended annual operating budget and projected rental rates for the Development for each fiscal year during the term of this Agreement and shall submit the same to Owner on August 1<sup>st</sup> each year. The annual operating budget shall include a schedule of recommended rents to be charged for each housing unit, including recommended rent increases with respect to Tenant Lease renewals and new Tenant Leases. In preparing each proposed annual operating budget, Manager shall use its best efforts to take account of anticipated increases in real estate taxes, utility charges and other operating costs. To the extent feasible, Manager shall support anticipated increases in real estate taxes and utility charges with written evidence or documentation. Proposed annual operating budgets for the Development shall be subject to approval by Owner. Owner shall inform Manager of any changes incorporated in the approved operating budget, and Manager shall make no expenditures in excess of the amounts set forth in such approved operating budget for each line item of operation expense itemized, without the prior written approval of Owner, except as permitted pursuant to Section 3.5 thereof for emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary services to the Development.

**3.10 Escrow & Tax Payments.** From the funds collected and deposited by Manager in the Operating Account, Manager shall make any monthly escrow payments required under the mortgage loans or the direction of Owner, if any, for the purpose of funding insurance, tax and such other reserve or escrow accounts for the Development as are necessary to conform to the Requirements. Manager promptly shall present tax bills and insurance premium notices to the escrow agent for payment and shall furnish Owner with evidence of timely payment of such taxes and insurance premiums, and of timely payment of mortgage and escrow payments, if any.

**3.11 Licenses and Permits.** Manager shall acquire and keep in force, at Owner's expense, all licenses and permits required for the operation of the Development as rental housing and commercial space, if applicable.

**3.12 Records and Reports.** In addition to any Requirements specified in this Agreement, Manager shall have the following responsibilities with respect to records and reports:

- a) Manager shall establish and maintain a comprehensive system of records, books, and accounts, which may include computerized systems, using the accrual method of accounting and in a manner conforming to the directives of the Authority and otherwise satisfactory to Owner, which is consistent with and for the duration mandated by the Requirements. Manager agrees to grant a right of access to the Authority, any agency providing funds to Authority, the Comptroller General of the United States, and any of their authorized representatives of Owner, with respect to



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any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts.

- b) Manager shall prepare and submit the following reports to Owner on or by the fifteenth (10th) day after the end of each calendar month.
  - 1) Monthly financial statements of income and expense and comparing actual and budgeted figures for receipts and disbursements.
  - 2) A current month rent roll showing the following: occupied, vacant, occupied and on notice to vacate and vacant rented units.
  - 3) Schedule of accounts payable and reconciled bank statements for both the operating account and the security deposit account.
  - 4) Tenant delinquency report (aged)
  - 5) Monthly Budget Variance Report
  - 6) Accrual Report
  - 7) Any other report specified by Owner as needed.
- c) Manager shall send all reports that are required to be sent to any lenders to Owner for their prior approval, which approval shall not be unreasonably withheld or delayed provided, however, that Owner shall have two weeks to review such reports prior to submission to any lender.
- d) Manager shall prepare, execute and file all forms, reports and returns required by law in connection with the employment of personnel, unemployment insurance, workers' compensation insurance, disability benefits, Social Security and other similar insurance, and all other benefits or taxes now in effect or hereafter imposed.
- e) All bookkeeping, data processing services and management overhead expenses shall be paid for by Manager, including any additional accounting services necessary to produce reports required under this Section 3.12.
- f) Manager shall promptly furnish such additional information as may be requested from time to time by Owner with respect to the renting and financial, physical or operational condition of the Development.
- g) Manager shall establish tenant files containing copies of Tenant Leases, certification forms, notices and other documentation required by Owner as necessary to conform to the Requirements.

**3.13 Supporting Documentation.** Manager shall provide, upon Owner's request, copies of the following:

- a) Bank deposit slips.
- b) Detailed trial balance.

c) Summaries of adjusting journal entries.

3.14 **Tenant-Management Relations.** Manager shall encourage and assist tenants of the Development to participate in a residents' organization to promote the tenants' common interests and to increase their ability and incentive to protect and maintain the Development and to contribute to its efficient management.

3.15 **Owner Communications.** Manager shall be available for communications with Owner and shall keep Owner advised of items materially affecting the Development.

#### **ARTICLE 4 MANAGEMENT AUTHORITY**

4.1 **Authority.** Manager's authority is expressly limited to the provisions contained herein as they may be amended in writing from time to time in accordance with the provisions of this Agreement. Owner expressly withholds from Manager any power or authority to make any structural change in the Development or to make any other major alterations or additions in or to the Development or fixtures or equipment therein, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers granted to Manager by the terms of this Agreement without the prior written consent of Owner.

4.2 **Delegation of Duties.** Manager shall have the right to engage independent contractors for performance of such of its duties hereunder as Manager deems necessary, but Manager shall have the responsibility for supervision of the performance of such duties. All contracts with independent contractors shall be subject to the approval of Owner.

4.3 **Compliance with Law.** Manager shall comply fully with all federal, state, county, municipal and special district laws, ordinances, rules, regulations and orders relative to the leasing, use, operation, repair and maintenance of the Development. Manager shall remedy promptly any violation of any such law, ordinance, rule, regulation or order which comes to its attention and shall notify Owner by the end of the next business day after Manager becomes aware of any violation for which Owner may be subject to penalty.

4.4 **Management Plan.** Particular Requirements for the day-to-day management of this Development are outlined in Exhibit B, Management Plan.

#### **ARTICLE 5 INSURANCE AND INDEMNIFICATION**

5.1 **Liability of Manager.** Except as expressly provided to the contrary herein, the obligations and duties of Manager under this Agreement shall be performed as agent of Owner; but Manager shall be liable for its breaches of this Agreement and for damages and costs (including reasonable attorney's fees) resulting from Manager's gross negligence or willful

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misconduct. All expenses incurred by Manager in accordance with its obligations and duties under this Agreement and consistent with Owner's approved operating budget, except those due to its breaches of this Agreement or negligence or willful misconduct and those expressly specified as Manager's expenses herein, shall be for the account of and on behalf of Owner.

5.2 **Insurance**. Manager shall obtain and keep in force such forms and amount of insurance requested by Owner at the Owner's expense as necessary under the Requirements with insurance companies satisfactory to Owner, including but not limited to insurance against physical damage (e.g., fire and extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of any part of the Development. Manager, while acting as real estate manager for Owner, shall be named as an additional insured in all liability insurance maintained with respect to the Development. Manager shall investigate and promptly furnish to Owner full written reports of all accidents, claims and potential claims for damages relating to the Development, and shall cooperate fully with Owner's insurers, regardless of whether the insurance was arranged by Manager or others. Manager shall provide a copy of such insurance policies to Owner if applicable and, to the extent required under the loan documents, to the lenders.

5.3 **Cooperation**. Manager shall furnish whatever readily available information is requested by Owner for the purpose of obtaining insurance coverage and shall aid and cooperate in every reasonable way with respect to such insurance and any loss thereunder.

5.4 **Manager's Workers Compensation Insurance**. At all times during the term of this agreement, Manager shall be able to provide a certificate evidencing participation in the Ohio worker's compensation system from the Ohio Bureau of Workers Compensation if requested by owner.

5.5 **Subcontractor's Insurance**. Manager shall require that all subcontractors working on the Development maintain, at the subcontractor's expense, workers' compensation insurance, in such amounts as may be required by law from time to time. Manager shall be notified promptly in the event Owner waives any of the Requirements in this Section 5.5.

5.6 **Indemnification of Owner**. To the extent permitted by law, Manager agrees to defend, indemnify and save harmless Owner and its members from all claims, investigations and suits, with respect to (i) any alleged or actual violation of state or federal labor or other laws pertaining to employees, it being expressly agreed and understood that as between Owner and Manager, all persons employed in connection with the premises are employees of Manager, not Owner; or (ii) Manager's breach of this Agreement which has a material adverse effect on the Development or the Owner, or its negligence or willful misconduct. Manager shall at all times keep its employees and contractors insured for statutory workers' compensation and other employee benefits required by all applicable laws; and Manager shall maintain employer's liability insurance for an amount not less than \$1,000,000 covering claims and suits by or on behalf of employees and others not otherwise covered by statutory

workers' compensation insurance. Owner and its members shall be protected in all such insurance by specific inclusion of Owner under an additional insured or alternate employer rider. Manager shall provide Owner with certificates of insurance evidencing that workers' compensation and employer's liability insurance are in force, and providing not less than ten (10) days' notice to Owner prior to cancellation.

5.7 **Indemnification of Manager.** To the extent permitted by law, Owner agrees to defend, indemnify and save harmless Manager from all claims and suits in connection with the Development, provided that such claims and suits are attributable to bodily injury, sickness, disease or death; or to injury to, or destruction of, tangible property; and such claims and suits arise, or are alleged to arise, in whole or in part, out of any negligent act or omission of Owner, its officers, employees or agents. Owner agrees to include Manager as an additional insured in Owner's public liability policy with respect to the Development, but only while Manager is acting as real estate manager for Owner under this Agreement. Owner shall provide Manager and OEF with a certificate of insurance evidencing such liability insurance and providing not less than ten (10) days' notice to Manager and OEF prior to cancellation.

5.8 **Survival of Indemnity Obligations.** The indemnity obligations contained in this Agreement shall survive the termination of this Agreement.

**ARTICLE 6**  
**OWNER'S RIGHT TO AUDIT**

6.1 **Owner's Right to Audit.** Owner reserves the right to conduct, or to appoint others to conduct, examinations, at Owner's expense, without notification, of the books and records maintained for Owner by Manager, and to perform any and all additional audit tests relating to Manager's activities hereunder. The Authority, any agency providing funds to Authority, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to perform any audit of Manager's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Manager may delegate to discharge any part of its obligations under this Agreement.

6.2 **Correction of Discrepancies.** Should Owner's employees or appointees discover either weaknesses in internal control or errors in record keeping, Manager shall correct such discrepancies either upon discovery or within a reasonable period of time. Manager shall inform Owner in writing of the action taken to correct such audit discrepancies.

**ARTICLE 7**  
**REMITTANCE OF FUNDS**

7.1 **Deposit of Funds.** Manager shall deposit immediately upon receipt all security deposits in a separate account designated as such by the Manager for Owner (the "Security Deposit Account"); and shall deposit all rents and other funds collected from the operation of

the Development, including any and all advance funds, in a bank approved by Owner, in Owner's account for the Development, in the name of the Owner ("Operating Account").

7.2 **Security Deposits.** Manager shall maintain detailed records of all security deposits and such records shall be open for inspection by Owner's employees or appointees. Manager shall return a tenant's security deposit to such tenant only in accordance with the lease and all local and state laws. Manager to be held accountable for financial penalties should any deposit not be refunded in a timely manner per local or state laws.

7.3 **Expenditures.** Any disbursements made by Manager pursuant to this Agreement shall be made out of the Operating Account. Owner agrees to make necessary operating funds available to Manager. Manager shall not be obligated to make any advance to the Operating Account or to pay any amount except out of funds in the Operating Account; nor shall Manager be obligated to incur any extraordinary liability or obligation unless Owner shall furnish Manager with the necessary funds for the discharge thereof. If Manager shall voluntarily advance any amount of its own funds on behalf of Owner for the payment of any obligation or necessary expense connected with the maintenance or operation of the Development or otherwise, Owner shall reimburse Manager therefor within a reasonable time after demand.

**ARTICLE 8**  
**COMPENSATION**

The Manager will be compensated for its services under this Agreement by the following fees, to be paid out of the Operating Account and treated as Development expenses:

- Such fees will be payable on the first day of each month of the Agreement.
- TBD

**ARTICLE 9**  
**COOPERATION**

If any claims, demands, suits or other legal proceedings which arise out of any of the matters relating to this Agreement be made or instituted by any person against either Owner or Manager, Owner or Manager shall give to each other all pertinent information and reasonable assistance in the defense or other disposition thereof, at its sole expense.

**ARTICLE 10**  
**CONSENT**

Whenever in this Agreement the consent or approval of Owner or Manager is required, such consent or approval shall not be unreasonably withheld or delayed. Such consent shall be in writing, and shall be duly executed by an authorized officer or agent for the party granting such consent or approval; however, notwithstanding anything in this Agreement to the contrary, if such

consent or approval would be required for Manager to comply with the Requirements, Manager shall not be responsible for a failure to comply with the Requirements as a result of Owner's refusal or unreasonable delay to so consent or approve.

**ARTICLE 11**  
**NOTICES**

Unless otherwise provided for herein, all notices and communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given: (a) three days after being sent, if sent by registered or certified mail (return receipt requested, postage prepaid); (b) when delivered, if delivered personally; or (c) one business day after being sent, if sent by overnight mail or overnight courier or if sent by e-mail to the e-mail addresses specified below, in each case to the parties at the addresses set out on page one hereof, and to the Authority as follows:

If to Owner: Columbus Metropolitan Housing Authority  
Attn: Chief Operating Officer  
880 E. Eleventh Avenue  
Columbus, Ohio 43211

If to Manager: XXXX  
Attn: President  
XXXX  
XXXX

The above addressees may be changed by the appropriate party giving written notice of such change to the other parties.

**ARTICLE 12**  
**MISCELLANEOUS**

12.1 **Assignment.** Manager shall not assign its rights under this Agreement without the prior written consent of Owner; and any purported assignment without Owner's prior written consent shall be of no effect.

12.2 **Special Power of Attorney.** Owner authorizes Manager, as attorney-in-fact for Owner, to enter into and execute Tenant Leases and rental agreements with respect to the Development on forms approved by Owner; to collect rents and other funds due Owner on Owner's behalf; and to establish and make deposits into and withdrawals from the Security Deposit Account and the Operating Account in accordance with the terms of this Agreement.

12.3 **Amendments**. This Agreement constitutes the entire agreement between Owner and Manager; and no amendment, alteration, modification or addition to this Agreement shall be valid or enforceable, unless expressed in writing and signed by the party or parties to be bound thereby.

12.4 **Headings**. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

12.5 **Waiver**. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed as waiver of such terms and conditions on any future occasion.

12.6 **Illegality**. If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

12.7 **Relationship**. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Owner and Manager; it being the intent of the parties hereto that the relationship created hereby is that of an independent contractor. Nothing contained herein shall be deemed to constitute Owner and Manager as partners or joint ventures.

12.8 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of Owner, its successors and permitted assigns; and shall be binding upon and inure to the benefit of Manager, its successors and permitted assigns.

12.9 **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

12.10 **Enforceability**. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof. Owner's remedies under this Agreement are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of Owner's other remedies. No waiver by Owner of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach.

12.11 **Execution of Counterparts**. For the convenience of the parties, this Agreement may be executed in multiple counterparts, each of which shall constitute a complete original of this Agreement, and may be introduced in evidence or used for any other purpose without the production of any other counterparts.

12.12 **Successors and Assigns**. This Agreement shall inure to the benefit of, and constitute a binding obligation upon, Owner and Manager and their respective successors and assigns; provided, however, that Manager shall not assign this Agreement or any of its duties

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hereunder, without the prior written consent of Owner. In the event Owner's current managing member, or any successor managing member of Owner, is removed as managing member in accordance with the Operating Agreement, any successor managing member selected in accordance with such Operating Agreement shall have authority to act hereunder on behalf of Owner.

12.14 Reserved.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first set forth below.

XXXX

By: \_\_\_\_\_  
Name: XXXX  
Title: President

Date: \_\_\_\_\_, 2019

XXXX

By: \_\_\_\_\_  
Name: Scott Scharlach  
Title: Chief Operating Officer

Date: \_\_\_\_\_, 2019



**EXHIBIT A**  
**LEASING GUIDELINES**

**A. Income and Rental Limitations**

XXXX will be a market rate community with an affordable component as defined by the owner at a later date.

**B. Screening Process**

1. **Application.** Each prospective tenant must complete and sign an application for lease containing detailed personal information; previous residences and landlords for several years; information on employment, income, assets, and credit; proposed occupants (including ages) and pets; references; and containing such other information and statements as will enable Manager to screen the prospective tenant, or as is otherwise proper and advisable for the management of the Development in accordance with professional standards.
2. **Interview.** Manager shall interview all applicants for the housing unit to be leased in order to determine whether the applicant meets the property standards for admissions.
3. **Employment.** Manager shall verify the employment and income information given by the prospective tenant.
4. **Credit.** Manager shall have conducted a responsible credit agency check of the prospective tenant and shall personally check with one or more of the tenant's previous landlords, if possible, with respect to past rent payment history. Manager may contract with a service which provides reference reports for renters.
5. **Housekeeping.** If possible, Manager shall check with one or more previous landlords of the proposed tenant and other occupants, with respect to their ability to maintain an apartment in good condition and to abide by building rules.
6. **Other.** Reserved.
7. **Approval.** Manager shall approve the proposed tenant's lease application only if, in Manager's best professional judgment, the proposed tenant is qualified to pay rent when due, and all proposed occupants are likely to maintain properly the dwelling unit, abide by reasonable rules, and otherwise be suitable occupants of the Development. Also, without Owner's prior written consent, Manager shall not approve any lease application unless the tenant and other proposed occupants meet the rental guidelines contained in the Requirements.

**C. Tenant Lease**

1. **Application.** Prior to leasing any dwelling unit, Manager shall have screened the prospective tenant and all other proposed occupants in accordance with Section A and B hereof and shall have approved the lease application as described above.
2. **Tenant Lease Form.** In leasing dwelling units, Manager shall use only the form of lease approved in writing by Owner from time to time, without material changes unless approved in writing by Owner.
3. **Approved Rent.** Manager shall not lease any dwelling unit for a rental amount other than as specified in the rent schedule included as part of Owner's approved operating budget or otherwise approved by Owner in writing.
4. **Security Deposit.** Manager shall require not less than one (1) month's rent as a security deposit, and shall require such greater amount as circumstances warrant, but not more than the maximum allowed by law. Any change from the above-stated policy requires prior approval of the Owner. Manager shall also, if advisable, collect a key deposit subject to applicable law.
5. **Named Tenant: Occupants, Pets.** Each adult occupant of the dwelling unit shall be named as tenant in the Tenant Lease and shall be jointly and severally liable for rental payments. The Tenant Lease shall specify all other permitted occupants and pets, and it shall be a default if any non-permitted occupant resides in the dwelling units.
6. **Term.** Tenant Lease shall have a twelve-month term and be automatically renewed on a month to month basis unless another 12-month lease is signed by Manger and Tenant. Other lease terms offered should be at the approval of Owner and should include additional fees as agreed upon.
7. **Substitution of Unit.** In the event rehabilitation or other plans for the Development will require that the housing unit to be leased to the tenant be vacated or made available to another tenant during any portion of the Tenant Lease term, the Tenant Lease shall contain a provision for substitution of another dwelling unit and relocation of the tenant.
8. **Certain Tenant Lease Provisions.** The form of lease to be approved by Owner shall contain detailed provisions concerning the following matters of practical importance, including, but not limited to:
  - a. **Condition of Unit.** Acknowledgment of the condition of the dwelling unit as described in a unit inspection report.

- b. **Default Charges.** Tenant's liability for the following default charges: late rent payment charges; returned check charges; lost keys; damage to the dwelling unit or the Development not caused by ordinary wear and tear; missing property, fixtures or equipment; and costs of rent collection and eviction.
  - c. **Security Deposit.** Procedures concerning deductions from, and return of, security deposit; with interest to the extent required by law, and any key deposit.
  - d. **Utilities and Other Charges.** Tenant's responsibilities concerning utility services to the dwelling unit, other services to the dwelling unit, other services provided by Owner or Manager, and any parking or other charges.
  - e. **Maintenance.** Maintenance duties of tenant and of Owner, respectively, separately listed.
  - f. **Alterations.** Requirement of Owner's or Manager's consent to alterations of the dwelling unit, listing examples; and to changes of keys and locks.
  - g. **Use Restrictions.** Restrictions on tenant's use of the dwelling units, including hazards, noise, nuisance, etc.
  - h. **Changes.** Tenant's obligation to report changes in tenant's household, employment status or income.
  - i. **Rules.** Tenant's and all other occupants' obligation to comply with any approved rules and regulations issued by Owner or Manager. A copy of any such rules shall be attached to the Tenant Lease.
  - j. **Other.** Other provisions customarily included in apartment leases or advisable for the Development, and all provisions necessary to comply with the Requirements.
  - k. **Attachments.** Acknowledgment of tenant of any attachments to the Tenant Lease.
  - l. **Subleasing Prohibition.** Subleasing of the dwelling accommodations is strictly prohibited.
9. **Execution.** Manager shall execute each Tenant Lease as agent for Owner.

Exhibit B

**MANAGEMENT PLAN**

OVERVIEW

XXXX is a XXXX unit apartment community. XXXX will be a market rate community with an affordable component as defined by the owner at a later date.

**I. THE ROLES AND RESPONSIBILITIES OF THE OWNER AND THE MANAGEMENT AGENT**

The Owner of the project assumes complete responsibility for the Development and will communicate regularly with the Manager on Development related issues and concerns.

a. Owner's Responsibility

The primary responsibility of the Owner is to assure that the Development is operated in a fashion consistent with good professional management practices and in a manner conducive to the preservation and enhancement of a desirable environment and in conformance with the Management Agreement. The key contact person in the Owner's organization for the Manager is CMHA's Vice President of Asset Management. The VP of Asset Management will be responsible for deciding about non-emergency improvements to the property that cost in excess of \$2,000 and other matters not delegated to the management agent.

The Owner has an obligation to:

1. Provide decent, safe and sanitary housing.
2. Provide housing to meet the needs of the population to be serviced.
3. Appoint liaison(s) to Manager with authority to act on behalf of Owner.
4. Prepare reports, directives and policy guidance as needed, review and approve budgets and audit financial statements.
5. Accept financial responsibility for the Development.
6. Provide technical assistance on data systems and Project Based Voucher, HOME and LIHTC reporting requirements if applicable to the Development.

In the discharge of its responsibilities, the Owner has entered the Management Agreement with the Manager for the day-to-day operation of the Development. The Manager will have full charge and authority to oversee leasing and occupancy matters, physical maintenance and the day-to-day financial administration of the Development. The Manager must advise the Owner on a frequent, regular basis through written reports, financial statements, etc., as to the status of the Development and its residents.

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If, as a result of monitoring the operations of the Development, the Owner determines that performance should be improved, it will communicate the need for such change, render assistance in the formulation of solutions of the observed problems, and follow closely the progress of the Manager in producing results.

b. Manager's Responsibilities

The Manager will be responsible to the Owner for all its actions in the operation of the Development. The Manager has responsibility for adhering to the Management Agreement and for the execution of the duties and services outlined in this Management Plan. The Manager has full authority for leasing and occupancy matters, physical maintenance and day-to-day financial administration of the development.

The Manager will ensure that the project can readily provide the following reasonable ADA accommodations: changing of water faucets, kitchen equipment and doorknobs; assigning handicap parking spaces; and other reasonable ADA accommodations which may become necessary or desirable.

Other duties of the Manager are as follows:

1. To adhere to this Management Plan and any substantive deviations from the Leasing Guidelines or this Management Plan must be approved in writing by the Owner.
2. To ensure that all tenant admissions meet the income and qualification requirements of all rental covenants of the Project (if applicable) to the Development

Within the bounds of agreed-upon policy, the Manager will have complete authority and responsibility as follows:

1. Leasing and marketing. Managers goal is to maintain a minimum of a ninety-six percent (96%) occupancy level monthly.
2. Determining eligibility, certifying and re-certifying income for all HOME unit tenants if applicable to the Development.
3. Operating the property for the good of the residents and Owner within the financial guidelines established jointly by the Owner and Manager.
4. Maintaining accurate records of the daily operations of the property, including collecting and accounting for rental revenues.
5. Conforming to all Federal, State and local agency regulations.

6. Filing reports and/or furnishing information on time and in prescribed form for all reports required to be filed by the Owner.
7. Maintaining the property and reporting any deficiencies to the Owner.
8. Consulting with the Owner before taking remedial action when required repairs or new purchases exceed \$2,000 (except for emergencies) on any one item or when severe damage to property occurs involving insurance claims, etc., except in the case of an emergency.

c. Administrative Cost Reimbursements

All operating expenses shall be paid out of project income as established and approved in the annual budget, including the following:

1. Manager.
2. Other on-site staff, such as clerical assistance and maintenance staff.
3. Legal and auditing expenses, finance and accounting materials and services, and resident rent payment receipts.
4. Maintenance and repairs.
5. Security personnel.
6. Cost of certifying annual financial statements.
7. Delinquency notices and evictions.
8. Other items as may be approved by Owner.

## **II. PERSONNEL POLICY AND STAFFING ARRANGEMENTS**

All hiring done by Manager will be in conformance with Federal, state and local laws pertaining to civil rights and equal opportunity.

The permanent staffing requirements are anticipated to be as follows but are subject to revision as part of the annual budget review process:

1. 1-Manager
2. 1-Leasing Consultant
3. 2-Maintenance Persons

At no time should staffing expenses exceed the Owner approved budget without prior written approval of Owner.

Compensation will be a decision between Owner and Manager and considered annually as part of the Development Budget review.

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a. Manager

Will receive general supervision and direction from the appointed CMHA contact. The Manager will comply with established policies and procedures and not take action contrary to such guidelines without the Owner's approval. The Manager will be vested with authority to make discretionary decisions in the event circumstances occur that are not covered by written instructions or known policies and procedures.

Duties and Responsibilities: General - The Manager is responsible for assuring that residents receive prompt, efficient, courteous and quality service. In order to execute this responsibility, he or she will supervise the general administration and physical operation of the property. The Manager will keep and maintain posted office hours, which can be changed with approval of the Owner. The Manager will provide direction to and assurance that the rental program is properly executed; assure provision and maintenance of efficient mechanical operations, adequate buildings and equipment; and establishment of good resident relations. Further, Manager will:

1. Regularly inspect the building and grounds, noting deficiencies in maintenance operations and in the physical appearance of the property, deferred maintenance and other related data, and perform on-site management duties and responsibilities.
2. Prepare information for weekly reports based on daily inspections, outlining property conditions, and a summary of maintenance and operations.
3. Inform the Owner of observed deferred maintenance and property deficiencies in writing, noting specifics and recommend corrective measures.
4. Provide directions and guidance to the maintenance staff, assign work priorities, and determine the extent of repairs necessary as corrective measures.
5. Periodically review employee performance, schedule training as needed and conduct monthly employee evaluations.
6. Establish rental office procedures for all potential residents and help select those that qualify; confer with the Owner on all evictions, lease violations and special arrangements.
7. Be responsible for all on-site job assignments, explain employee duties and responsibilities and inform operating staff of policies and procedures.
8. Be responsible for timely collections of rents and security deposits.

b. Employee Duties

The following site staff duties are subject to mutual agreement of Owner and Manager:

1. Maintenance Person - The Maintenance Person will receive general supervision from the Site Manager and shall comply with established policies and operational procedures. He or she will be responsible for operating and maintaining electrical and mechanical equipment used to provide heating and hot water for the property, and assume the responsibility for provision and maintenance of efficient building heat and air conditioning functions including safety, maintenance, repairs and other related services to assure satisfactory operation of all apartments. He/she will perform all necessary maintenance work and make repairs on apartments, keeping appropriate records, and assuring that all work necessary to meet warranty requirements for buildings and equipment are completed on a timely basis.

2. Manager(s) - The Manager will be responsible for working with the residents, assisting potential residents in filling out applications, touring the property and advising residents on how to use equipment and performing other duties as directed.

c. Employee Grievance Procedures

Employee Grievance Procedures will be handled under the appropriate Provisions of the Manager's Personnel Policy.

d. Employee Termination Procedures

Employee Termination Procedures will be handled under the appropriate provisions of the Manager's Personnel Policy.

e. Management Training Program

Manager will conduct sufficient training to enable employees assigned to Development related duties to carry out their duties in a manner consistent with industry standards.

**III. PLANS AND PROCEDURES FOR MARKETING UNITS AND ACHIEVING AND MAINTAINING FULL OCCUPANCY AND FOR AFFIRMATIVE MARKETING PRACTICES**

a. Marketing

A waiting list will be maintained on-site by the Manager for all prospective tenants who have completed applications. The waiting list will be updated continually. The on-



site rental office and vacant apartments will be available for examination by prospective tenants at designated times, and by appointment at other times.

b. Inspection of Unit

The Manager and the prospective tenant will inspect the specific unit that the resident is to occupy prior to accepting a security deposit, signing a lease or doing anything else that might restrict the potential resident's unit choice whenever possible. If the unit is occupied at the time of application the Manager is not required to inspect the specific unit prior to accepting a deposit. The potential resident and the Manager will sign an apartment condition checklist, which will state in detail any and all defects in the unit and specify the corrective actions to be taken before the applicant occupies the unit when possible.

c. Resident Orientation

A move-in packet concerning appliance care, office hours, payment of rent, rules and regulations, resident and management responsibilities, etc., will be given and explained to new residents. In addition, new residents will be taken on a tour of the Development and familiarized with any recreational and social activities available to them.

**IV. OCCUPANCY STANDARDS**

1-bedroom units	Max of two (2) people
2-bedroom units	Max of four (4) people
3-bedroom units	May of six (6) people

**V. RENT COLLECTION POLICIES AND PROCEDURES**

Rent collection policies and procedures shall be as described in the Tenant Leases.

**VI. PROCEDURES FOR REQUESTING AND IMPLEMENTING A RENT INCREASE OR DECREASE**

Rent increases should be reviewed on an annual basis and should be submitted to CMHA annually as market condition change to maximize Development income.

**VIII. PLANS FOR CARRYING OUT AN EFFECTIVE MAINTENANCE AND REPAIR PROGRAM**

a. Scheduled Maintenance

Scheduled and preventive maintenance and repair for installed equipment (including, but not limited to performing safety checks of smoke/fire alarms, fire extinguishers, outside lighting, etc.) will be accomplished by the Maintenance Personnel in accordance with manufacturers' recommendations and the requirements of equipment operating manuals. Preventive maintenance and scheduled maintenance largely will entail cleaning or replacement of equipment parts. Maintenance records will be maintained on each piece of equipment to insure proper servicing.

b. Regular Inspection and Reports

Regular inspection of all units, buildings and grounds (using an inspection reporting form prescribed by the Manager and approved by the Owner) will be conducted by the Manager. These inspections are intended to identify maintenance problems, which, if tended to promptly, should not become serious. Unit inspections will include at least quarterly entry by Manager, as well as when a resident either moves into or vacates a unit.

To ensure that a continual inspection program is carried out when a resident gives a notice to vacate, a date for the inspection of his/her unit will be scheduled approximately two days before his/her departure. At this time, both the Manager and the resident will inspect the unit, compare any damages or wear with that on the move-in checklist, and determine whether the resident must pay for any repairs. Copies of these inspection reports will be given to the Site Manager, the resident, and the Maintenance Person. Prior to re-renting the unit, the maintenance personnel will utilize and follow this same inspection sheet, make all necessary repairs, have the unit painted (if necessary) and thoroughly cleaned, and check all equipment and appliances for proper operation.

c. Interior and Exterior Painting

A comprehensive interior and exterior painting schedule will be maintained for the development. All apartments that have been continuously occupied by the same resident will typically be redecorated every three years, and all vacated apartments will normally be repainted prior to re-occupancy. The exteriors of all buildings, including frames, doors and overhang, will be painted as necessary.

d. Trash Removal

Trash removal will be handled by a local service. The residents will be instructed as to how and where to place their trash for pickup.

e. Major Repairs

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Major repairs (\$2000 or more) that cannot be handled by the on-site staff will be subcontracted. The Manager will consult the Owner whenever making a repair amounting to over \$2000 (except in the case of an emergency where the Owner cannot be reached). The project policy for budgeting for and/or requesting use of replacement funds for funding major maintenance or replacement items is to anticipate the need for such repairs in advance, budget for same on a yearly basis, and request permission prior to instituting any such repairs.

f. Grounds Upkeep and Maintenance

It will be the responsibility of Manager's maintenance personnel to pick up trash, clean sidewalks, edge walks, cut and edge grass around all buildings, trees, plants, etc. It will also be their responsibility to water and fertilize lawns and plants. Where possible, maintenance schedules for seasonal care will be set up and followed. With approval of Owner, these services may be contracted out.

g. Common Areas

A schedule for cleaning entranceways, halls and all common areas will be developed by the Site Manager and followed as agreed with the Manager.

h. Resident Maintenance Requests

All routine and emergency maintenance work repair requests will be taken by the Manager either by telephone or in person during regular working hours. A 24-hour emergency number shall be available and monitored continuously by Manager at all other times. All repair requests will be recorded on a duplicate work ticket and a copy issued to the appropriate staff person or contractor. The original will remain on file in the office. The repair orders will be picked up and returned daily to the Manager. All incomplete orders will be followed up, assuring the ordering of parts as needed for repairs. Emergency requests shall be responded to immediately and work abated within 24 hours (or sooner if appropriate). Non-emergency requests for maintenance will be handled on a seventy-two (72) hour basis.

An emergency maintenance problem is one that if not corrected without delay would clearly constitute a safety or health hazard or cause damage to the unit. It is also understood that in the event of a fire, flood, personal injury or other serious problem involving insurance, the Owner and the insurance company will be advised immediately.

**IX. PLANS FOR RECORD MAINTENANCE AND REPORTS**

**A. The basis of Accounting will be accrual in accordance with generally accepted accounting practices and principles.**

**B. MANAGEMENT COMPANY will collect all rent charges, miscellaneous charges and other amounts receivable for the Developments account in connection with the management**

and operation of the property: Such receipts will be deposited in an account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation. This account will be placed in the name of the Development and designated of record as the Development's Operating Account, Columbus Metropolitan Housing Authority, Trustee.

From the funds collected and deposited to the General Operating Account, Manager will make the following disbursements promptly when payable not to exceed the Owner approved budget:

1. Reimbursement to Manager for compensation payable to the employees of the Development and for insurance premiums, Social Security payments, other payroll taxes and assessments payable to local, State and Federal governments in connection with employment of such personnel.
2. Payments required for utilities, real estate taxes and assessments, fire or other hazard insurance premiums, Security Deposit Account, Replacement Reserve Account, and the operating reserve. Separate interest-bearing FDIC insured accounts will be set up, as appropriate, for these payments.
3. All payments of required interest, principal, impounds, fees and charges, if any, on loans which are secured by liens on the Development which have been approved by the City.
4. All amounts otherwise due and payable as expenses of the Development authorized to be incurred by Manager under the terms of the Management Contract.
5. Other disbursements required by the Owner in writing.

In no event will Manager be required to use its own funds to pay such disbursements. Manager will advise the Owner immediately of any such deficiency.

A Monthly Financial Report will be provided to the Owner which includes deposits to date, disbursements to date, unpaid bills, bank account balances, amount of rent outstanding during the balance of the month, disbursements expected during the balance of the month, vacancies and rent losses, In addition, a monthly cash receipts and disbursements comparison (budget comparison) will be provided. Cash flow can therefore be closely monitored. These monthly accounting reports will be provided on the 10<sup>th</sup> of the following month on an ongoing basis.

The Manager will maintain complete files on-site for all residents, which will include applications, leases, income verifications, certifications, re-certifications and any other data relating directly to the resident. Files will be kept as long as resident remains on site and for an additional three years.

F

**X. PLANS FOR TENANT-MANAGEMENT RELATIONS**

a. Orientation

Resident orientation has been covered in Section III (e) above. The Manager will conduct this orientation at the time of lease execution. At this time, the resident will also be acquainted with the buildings, grounds and any services available to the resident.

b. Requests for Maintenance Service

Requests for maintenance service are to be channeled through the on-site management office. Information that is obtained at this time includes the date, time the request was made, and the nature of the request. When the request has been satisfied, the employee completing the work signs the request and enters the date and time of the completion and ask the tenant to sign and acknowledge that the work has been satisfactorily completed. If the request is not completed within 72 hours (24 hours for emergencies), the resident will be informed of this by a phone call and a written notice. A follow-up tickler system will be utilized to assure completion. If a resident does not feel that he has received prompt or efficient service, he or she will have ready access to the Manager.

**XI. TERMINATION OF LEASES AND EVICTIONS**

Manager will promptly terminate tenancy and evict tenants who have violated the approved lease agreement.

**XII. INSURANCE**

Owner will procure and maintain property and liability insurance unless Manager is otherwise notified by Owner.

**XIII. PROCUREMENT POLICY**

All procurements will be made in accordance with Manager's procurement policy and this agreement.