



# COLUMBUS METROPOLITAN HOUSING AUTHORITY

**REQUEST FOR PROPOSALS (RFP) NO. 2022-009  
DIVERSITY, EQUITY & INCLUSION AUDIT**

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**INTRODUCTION**

**T** Columbus Metropolitan Housing Authority (hereinafter, “HA”) is a public entity, formed in 1934 to provide federally subsidized housing and housing assistance to low-income families, in Columbus and Franklin County. 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. The Agency was brought into existence by resolution of the State of Ohio’s Board of Housing on May 8<sup>th</sup>, 1934. CMHA is a subdivision of the State of Ohio.

**C**urrently, the HA owns and/or manages: (a) 26 multi-family apartment complexes totaling 3,139 units; (b) eight senior complexes, totaling 733 units; and (c) four Service Enriched complexes, totaling 258 units. the HA also administers approximately 13,000 Section 8 Housing Choice Vouchers and manages the HUD Project Based Rental Assistance contracts covering 81,000 units in Ohio and Washington, D.C. through its subsidiary, Assisted Housing Services Corporation. The HA currently has approximately 72 employees.

**I**n 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 aquinichett@cmhanet.com
HOW TO OBTAIN THE RFP DOCUMENTS ON THE CMHA 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	Friday September 16, 2022 @11:00am Join Zoom Meeting <a href="https://us02web.zoom.us/j/81158013416?pwd=U3BOMk9qL0hzTEtaWWhENGtRMTEyUT09">https://us02web.zoom.us/j/81158013416?pwd=U3BOMk9qL0hzTEtaWWhENGtRMTEyUT09</a> Meeting ID: 811 5801 3416 Passcode: 262748
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	As directed within Section 3.0 of the RFP document, All pricing must be submitted separately to <a href="mailto:feeproposal@cmhanet.com">feeproposal@cmhanet.com</a> . All technical responses must be submitted and received to <a href="mailto:technicalresponse@cmhanet.com">technicalresponse@cmhanet.com</a> no later than the submittal deadline stated herein (or within any ensuing addendum).
PROPOSAL SUBMITAL RETURN & DEADLINE	Friday September 30, 2022 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	October 2022

**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 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.
- 1.8 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 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.
- 1.10 The HA shall pay utility bills for all rental assistance demonstration and public housing units under the terms of an existing contract.
- 1.11 The HA reserves the right to select a single or multiple award contract.
- 1.12 The HA reserves the right to add requirements during the contract period when it is in the best interest of the HA.

- 2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The HA seeks to create and implement both internal and external policies for a comprehensive commitment to diversity, equity, and inclusion (DEI) within our organizational practices. We seek to procure services of a firm/consultant(s) to conduct a DEI Audit of the HA and its related entities. This includes providing recommendations on the development and implementation of HA policies and procedures that are aligned with HA's Inclusive Excellence Framework, which states: *The Inclusive Excellence framework at CHMA is designed with a commitment to empathy and compassion for all employees, residents, and the community we serve. As a leader within the affordable housing space which coordinates supportive services, we seek to ensure everyone who engages with CMHA experience a sense of inclusion and belonging.*
- 2.1 General Specifications:** The HA will look to the firm/consultant(s) to draw upon innovative best practices and strategies for specific recommendations on the best way to develop and implement a comprehensive DEI plan which allows the organization to maintain its status as a premier affordable housing organization.
- 2.2 Diversity, Equity, and Inclusion Audit:** The DEI audit should include a review of existing documents regarding program information and evaluation, human resources policies and procedures, trainings, marketing and communication materials, HA website, process for selecting contractors and consultants, and other pertinent documents to develop a more comprehensive picture of the organizational climate in relation to HA's commitment to diversity, equity, and inclusion. Elements of the audit must include:
- 2.2.1 Assessment:** An assessment, identifying both the DEI strengths and opportunities, of HA's policies, trainings, procedures, organization structures, and program services.
- 2.2.2 Stakeholder and Employee Perspective:** Gather information (preferably from focus groups, one-on-one interviews, and other assessment tools) from a representative sample of HA's stakeholders (residents, community partners, etc.) and employees to gather their perceptions and experiences on the HA's commitment to diversity, equity, and inclusion as well as an assessment of those perceptions and experiences.
- 2.2.3 Data Analysis:** A review of and interpretation of demographic data of the workforce and the communities we serve. Review data on services provided by HA to understand whether HA appropriately serves and impacts our residents and partners. Offer recommendations on additional data the HA should gather to inform HA practices moving forward.
- 2.2.4 Policy and Document Review:** A review of existing HA and department specific documents, policies, trainings, procedures, organization structures, and program services with a DEI lens addressing socioeconomic status, implicit bias, individuals with disabilities, gender, LBTQIA, race, ethnicity, language, religion, and other protected classes recognized under local, state and federal law and provide recommendations for updates and the development of new policies, trainings, procedures, organization structures, and program services. Review community partners involvement and participation in HA activities and third-party services and offer recommendations to ensure HA activities align with the Inclusive Excellence framework.

**2.2.5 Detailed Summary Report of the Audit:** A comprehensive written report of the audit detailing its process, the data collected and used, and key themes, and an analysis of the gaps and disconnects between the HA’s current realities and aspirational outcomes, HA’s DEI strengths, and its opportunities for growth. The report should include recommendations for embedding new inclusive and equitable policies and practices into the organizational culture and into all HA departments which includes outlining a set of achievable short-term action steps and sustainable, long-term goals. The report should also identify and address the feasibility of implementing the recommendations as well as any legal ramifications that may arise from implementing the recommendations.

**2.2.6 Oral Presentation:** An oral presentation of the detailed summary report of the audit to the HA’s leadership.

**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 HUD website. 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 HUD website. 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>Proposers Certification and Profile of Firm Form:</b> The Proposers Certification is located on page 17 of this RFP document. 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,

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		at a minimum, clearly detail within the information submitted under this tab documentation showing:
<b>3.1.4.1</b>		As detailed within Section 4.1, Evaluation Factor No. 2, herein, The <b>APPROPRIATENESS of the TECHNICAL APPROACH</b> (including labor categories, estimated hours and skill mix) and the <b>QUALITY of the WORK PLAN</b> . The proposer's <b>TECHNICAL CAPABILITIES</b> (in terms of personnel, equipment and materials) and the <b>MANAGEMENT PLAN</b> (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.), adherence to proposal submittal requirements as stated in Section 3.0, Table 3, and comprehensive proposal as noted in this RFP), based upon the opinion of the evaluators.
<b>3.1.4.2</b>		As detailed within Section 4.1, Evaluation Factor No. 3, herein, The proposer's <b>DEMONSTRATED EXPERIENCE</b> in performing similar work of contract work substantially similar to that required by this solicitation.
<b>3.1.4.3</b>		As detailed within Section 4.1, Evaluation Factor No. 4, herein, The proposer's <b>OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators.
<b>3.1.4.4</b>		If appropriate, how staff are retained, screened, trained and monitored;
<b>3.1.4.5</b>		The proposed quality control program;
<b>3.1.4.6</b>		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.);
<b>3.1.4.7</b>		A complete description of the products and services the firms provides.
<b>3.1.5</b>	<b>5</b>	<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 audited financial statements to include cash flow <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).
<b>3.1.6</b>	<b>6</b>	<b>Client Information:</b> The proposer shall submit a listing of former or current clients, including any Public Housing Authority other than the HA requiring this information, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
<b>3.1.6.1</b>		The client's name;
<b>3.1.6.2</b>		The client's contact name;
<b>3.1.6.3</b>		The client's telephone number;
<b>3.1.6.4</b>		A brief description and scope of the service(s) and the dates the services were provided;
<b>3.1.7</b>	<b>7</b>	<b>Equal Employment Opportunity:</b> The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
<b>3.1.8</b>	<b>8</b>	<b>Subcontractor/Joint Venture Information (Optional Item):</b> The proposer shall identify hereunder whether or not he/she intends 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 Documentation</b> as required by Attachment D
<b>3.1.10</b>	<b>10</b>	<b>Other Information (Optional Item):</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.

- 3.1.11 Proposal Submittal Electronic Method:** It is preferable and recommended that the proposer shall submit the all- inclusive technical portion of the response to [technicalresponse@cmhanet.com](mailto:technicalresponse@cmhanet.com), ensuring that all information requested in Section 3.0 Proposal Format are included.
- 3.1.12 Proposal Submittal Binding Method:** It is acceptable and recommended that the proposer bind the proposal submittals.
- 3.1.13** Proposer shall clearly and distinctly notate any information in his/her submittal that is considered “Proprietary”.

**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 to [feeproposal@cmhanet.com](mailto:feeproposal@cmhanet.com). Do not submit, enter or refer to any fees or costs to [technicalresponse@cmhanet.com](mailto:technicalresponse@cmhanet.com). Any proposer that does so may be rejected without further consideration. A proposer must enter a proposed fee for each item--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. All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firm.

**Table No. 4**

RFP Section	Item No.	Qty	U/M	Description
<b>3.2.1</b>				<b>Compensation</b>
<b>3.2.1.1</b>	<b>1</b>	<b>1</b>		Consulting Fee
<b>3.2.1.2</b>	<b>2</b>	<b>1</b>	<b>TBD</b>	Additional costs (please attach a listing of additional potential costs anticipated)

**3.3 Additional Information Pertaining to the Pricing Items:**

**3.3.1 Quantities:** All quantities entered by the HA herein are for calculating purposes only. As may be further detailed herein, the HA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the HA shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the HA requires.



- 3.4 Proposal Submission:** All pricing must be submitted via separate, sealed envelope and all “hard copy” proposals must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein. A total of 1 original signature copy (**marked "ORIGINAL"**) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in one (1) sealed package and addressed to:

The Columbus Metropolitan Housing Authority  
Attention: 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.

- 3.4.1 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. 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.
- 3.5 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 CO or Purchasing Agent 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.
- 3.5.1 Addendums:** All questions and requests for information must be addressed in writing to the CO or Purchasing Agent. The CO or Purchasing Agent will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO or Purchasing Agent will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between the HA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers.
- 3.6 Pre-proposal Conference:** The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. 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 CO may require that some such questions are delivered in writing prior to a response.

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

Table No. 5

**Join Zoom Meeting**

<https://us02web.zoom.us/j/81158013416?pwd=U3BOMk9qL0hzTEtaWVhENGtRMTEyUT09>

Meeting ID: 811 5801 3416

Passcode: 262748

**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. 6

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 the required work.
2	35 points	Subjective (Technical)	The <b>APPROPRIATENESS of the TECHNICAL APPROACH</b> (including labor categories, estimated hours and skill mix) and the <b>QUALITY of the WORK PLAN</b> . The proposer's <b>TECHNICAL CAPABILITIES</b> (in terms of personnel, certification and licensure, equipment and materials) and the <b>MANAGEMENT PLAN</b> (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
3	30 points	Subjective (Technical)	The proposer's <b>DEMONSTRATED EXPERIENCE</b> in performing similar work substantially similar to that required by this solicitation.
4	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 preference 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 (the HA will notify such firms in writing of any such rejection).

**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** Proposal Tabulation Form;

4.2.2.2 Written Narrative Justification Form for each proposer;

4.2.2.3 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.

4.2.4 **Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the HA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, and 4 (the “Subjective” Factors).

4.2.5 **Potential "Competitive Range" or “Best and Finals” Negotiations:** The HA reserves the right to 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.

4.2.6 **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.

4.2.6.1 **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.”

4.2.7 **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. Contract price negotiations may, at the HA's option, be conducted prior to or after the BOC approval.

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

4.2.8.1 Which proposer received the award;

4.2.8.2 Where each proposer placed in the process as a result of the evaluation of the proposals received.

4.2.8.3 The cost or financial offers received from each proposer.

## 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, in hard copy.
- 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).
- 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.
- 5.2.3 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 CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the 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 CO.
- 5.3 Contract Period:** The HA anticipates that it will award a contract for the period of one (1) year, with (1) year option not to exceed two (2) years.
- 5.4 Licensing and Insurance Requirements:** The successful proposer will be required to provide:
- 5.4.1** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount;
- 5.4.2** 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);
- 5.4.3** 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);
- 5.4.4** 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;

**5.4.5** 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.

**5.4.6** The requested related information shall also be entered where provided for on the Profile of Firm Form.

**5.5 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 CO successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

**5.6 Contract Service Standards:** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Franklin County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. At no time shall extensions be granted or financial consideration given to the successful Proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

**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 CMHA or the proposers at the 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 CMHA are hereby made aware that CMHA 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 CMHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of CMHA 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** CMHA 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 CMHA, fails to correct such failures within seven (7) days or such other period as CMHA may authorize or require.
- 6.4.2.1.1** Upon receipt of a notice of termination issued from CMHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by CMHA in the notice of termination.
- 6.4.2.1.2** CMHA 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, CMHA 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 CMHA 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, CMHA 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 CMHA 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.

**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. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Four 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 Profile of Firm Form (Attachment B) Proposer’s Certification (Attachment C)
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability, including resumes
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab 9 Section 3 Participation Documentation (Attachement D)
_____	Tab 10 Proposal Fee Sheet (Attachment E)

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES \_\_\_ or NO \_\_\_. If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming?

**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 downloading the RFP document(s) from the HA website, www.cmhanet.com., the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA. 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 on the Fee Proposal pertaining to this RFP.

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

**RFP 2022-009: 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 \_\_\_\_\_%





**Attachment C: Proposer's Certification**

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

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 CMHA.
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 CMHA and subject to the terms and conditions of such acceptance, shall result in a contract between CMHA 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:** \_\_\_\_\_

**RFP 2022-009 ATTACHMENT E: PROPOSAL FEE SHEET**

A separate fee structure must be submitted for the agency, based on 2.0 Scope of Work:

**Assessment & Audit Fee**

1. Perform diversity, equity & inclusion assessment.
2. Perform diversity, equity & inclusion audit
3. Identify strengths, weaknesses, opportunities and threats (SWOT)
4. Design action plan and implementation strategy including but not limited to needs at individual and department levels. Provide curriculum, evaluation plan, training plan for all levels of staffing

\$ \_\_\_\_\_

Additional costs (attach a listing of additional potential costs)

5. Implementing action and strategy plan  
(Based on the identified needs for all levels of staffing.)

\$ \_\_\_\_\_ Hourly

6. Projected implementation estimated hours  
(Based on hourly rate, projected implementing hours)

# \_\_\_\_\_ Estimate

**Note:** The selected consultant will be paid a consulting fee only. No additional costs will be allowed such as commissions, bonuses, sales credits or other rewards.

The HA does not pay trip charges or travel time.

**DISCOUNT OFFERED FOR EARLY PAYMENT:** \_\_\_\_\_ % if invoice paid within \_\_\_\_\_ days of properly submitted invoice.

**Attachment Acknowledgements (if applicable)**

Attachment A: Form of Proposal	Date _____
Attachment B: Profile of Firm Form	Date _____
Attachment C: Proposer's Certification	Date _____
Attachment D: Section 3 Requirements	Date _____
Attachment E: Fee Sheet	Date _____
Attachment F: HA Instructions to Proposers& Contractors	Date _____
Attachment G: HUD Forms	Date _____
Attachment H: Current Providers	Date _____

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

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

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

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

\_\_\_\_\_  
**E-mail address (if available)**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

**ATTACHMENT F: 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**

Federal and/or State taxes are not to be included in prices quoted. 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.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point, include freight estimate and full value insurance cost.

**ACCEPTANCE AND REJECTION**

This proposal will be accepted or rejected within a period of sixty (60) days from the proposal opening date. CMHA 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 CMHA 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. However, no Proposer shall withdraw or cancel his proposal for a period of sixty (60) days after said advertised 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 after the time fixed for opening, 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 CMHA. 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.

### **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**

CMHA 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 CMHA.

CMHA 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 CMHA 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 submitting the lowest proposal complying with the conditions of the Invitation for Proposal with equal consideration being given to the detailed action plan, provided his proposal is reasonable and it is to the interest of CMHA to accept it. CMHA will consider proof of success of procedures (i.e., references) in the final determination.

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 requested by the HA. 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 CMHA. Failure of the successful proposer to comply shall constitute a default. CMHA may either award the contract to the next reasonable proposer or re-advertise for proposals; and CMHA 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 CMHA. The contractor shall notify CMHA in writing the name of each proposed

subcontractor. The acceptance or any objection shall be expressed in writing by CMHA within ten (10) working days after receipt of said request. CMHA 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**

CMHA reserves the right to monitor and evaluate the performance of a vendor, pursuant to this proposal, on a regular basis. Either CMHA or the vendor may terminate this contract upon a material violation of the terms herein, provided that the offended party issues written notice of the violation to the offending party.

### **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). However, in lieu of the aforementioned, any proposer or prospective proposer interested in a pre-proposal conference may request one by contacting the Purchasing Agent within seven (7) days after the date of the first publication of the notice to proposal. 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 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, CMHA 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. CMHA 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 CMHA. Formal bidding through public advertisements will also be paid for or sponsored by CMHA with minority press and media as well as the major Columbus newspaper. Training sessions, focusing on both CMHA'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 G: HUD FORMS**

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