



**COLUMBUS METROPOLITAN
HOUSING AUTHORITY**

REQUEST FOR PROPOSALS (RFP) NO. 2022-011

**Professional Property Management Services
Maplewood Heights & Sugar Grove Square Apartments**

RFP Document

Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	2
	RFP Information at a Glance	2
1.0	HA'S Reservation of Rights	3
2.0	Scope of Work/Technical Specifications	4
2.1	Program Information	4
2.2	Role	4
2.3	Responsibilities	4
2.4	Expectations	4
2.5	Reporting	5
2.6	Marketing Plan	5
2.7	Consideration of CMHA Staff for Employment	5
2.8	General Requirements	5-6
3.0	Proposal Format	6
3.1	Tabbed Proposal Submittal	6-8
3.2	Entry of Proposed Fees	8
3.3	Proposal Submission	9
3.4	Proposer's Responsibilities--Contact With the HA	9
3.5	Pre-proposal Conference	10
3.6	Recap of Attachments	10
4.0	Proposal Evaluation	10
4.1	Evaluation Factors	10-11
4.2	Evaluation Method/Plan	11
4.3	Determination of Top-ranked Proposer	12
5.0	Contract Award	13
5.1	Contract Award Procedure	12
5.2	Contract Conditions	13
5.3	Licensing and Insurance Requirements	13-14
5.4	Right to Negotiate Fees	14
5.5	Contract Services Standards	14
6.0	Additional Considerations	14-16
	Attachments A-K	17-47

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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 8th, 1934. CMHA is a subdivision of the State of Ohio.

Currently, 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 125 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 aquinichett@cmhanet.com
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	Friday October 28, 2022 @ 1:00PM Join Zoom Meeting https://us02web.zoom.us/j/81506452429?pwd=UFM0QmdlQzNsYVl5dE5sbmxDSDJTUT09 Meeting ID: 815 0645 2429 Passcode: 744026
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 feeproposal@cmhanet.com . All technical responses must be submitted and received to technicalresponse@cmhanet.com no later than the submittal deadline stated herein (or within any ensuing addendum).
PROPOSAL SUBMITAL RETURN & DEADLINE	Wednesday November 9, 2022 1:00pm Note: The “electronic copy” proposals and financial information must be received by the HA by no later than 2:00pm on this date.
ANTICIPATED APPROVAL BY HA BOARD OF COMMISSIONERS	December, 2022

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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 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 reserves the right to continue its Resident Services programs at the HA's sole discretion and expense. See Attachment J.
- 1.11 The HA shall pay utility bills for all rental assistance demonstration and public housing units under the terms of an existing contract.
- 1.12 The HA reserves the right to select a single or multiple award contract.
- 1.13 The HA reserves the right to add requirements during the contract period when it is in the best interest of the HA.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): CMHA wishes to procure the services of a professional property management company to manage, maintain and operate Housing Ventures dba/Sugar Grove Square Apartments and Maplewood Heights.

2.1 Program Information

2.1.1 Sugar Grove Square Apartments

2.1.1.1 The Columbus Metropolitan Housing Authority (CMHA), through wholly owned subsidiaries, owns and operates the property of Sugar Grove Apartments.

2.1.1.2 Sugar Grove Square Apartments is a 120-unit elderly development located at 530 S. State Street, Westerville, Ohio.

2.1.1.3 The project is subject to Section Eight Project Based Voucher Admission and Occupancy requirements.

2.1.1.4 The project is governed by CMHA's Section Eight Management Assessment Program (SEMAP) guidelines.

2.1.1.5 Tenant rent payments are restricted by applicable Section Eight Project Based Voucher requirements.

2.1.2 Maplewood Heights

2.1.2.1 The Columbus Metropolitan Housing Authority (CMHA), through wholly owned subsidiaries, owns and operates the property of Maplewood Heights Apartments.

2.1.2.2 Maplewood Heights is a 71-unit elderly development located at 91 Maplewood Avenue, Columbus, Ohio.

2.1.2.3 The project is subject to Section Eight Project Based Voucher Admission and Occupancy requirements.

2.1.2.4 The project is governed by CMHA's Section Eight Management Assessment Program (SEMAP) guidelines.

2.1.2.5 Tenant rent payments are restricted by applicable Section Eight Project Based Voucher requirements.

2.1.3 Proposer may bid on one or both properties listed on the proposal fee sheet. (Attachment D)

2.2 Role of the Property Manager

2.2.1 CMHA will enter into a professional services contract (Property Management Agreement, Addendum 1), with the Property Manager, for the daily management, maintenance and operation for the above listed property.

2.3 Responsibility of the Property Manager

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

2.3.1.1 Continued lease-up of all housing units, including determining eligibility, coordinating with CMHA's Section Eight department in certifying and recertifying income and making tenant selections.

2.3.1.2 Oversee the emergency, daily and preventative maintenance for the building and units.

2.3.1.3 Oversee the daily operations of the project.

2.3.1.4 Maintain and regularly update property-based waitlist.

2.3.1.5 Submit monthly reports and annual budgets to CMHA.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

2.3.1.6 Comply with all requirements as noted in Addendum I, Property Management Agreement, of this RFP.

2.4 Expectations of the Property Manager

2.4.1 The Property Manager will be a SHCM, HCCP, CPM, ARM, and/or PHM or able to obtain within 6 months of contract commencement.

2.4.2 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 (Addendum 1). All units under CMHA's Section 8 Project-Based Assistance, Housing Choice Voucher Program, will be subject to the rules and regulations, policies and procedures of the program. All market-rate units will be leased to households earning 120% or less of Median Area Income for Franklin County.

2.5 Reporting

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

2.5.1.1.1 Income Statement

2.5.1.1.2 Balance Sheet

2.5.1.1.3 Rent Roll

2.5.1.1.4 Bank Reconciliation

2.5.1.1.5 Receivable Ledger/Trial Balance/Aging Report

2.5.1.1.6 Payable Ledger/Trial Balance/Aging Report

2.5.2 The HA is asking that each Proposer submit samples of the above-mentioned reports in their response as noted in Section 3.0, 3.1.4.4 and Section 4.1, No. 4.

2.6 General Requirements

2.6.1 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.

2.6.2 Management Company shall pay all of its employees, including any and all approved Subcontractors, as least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development of Labor Prevailing Wages as attached (if applicable).

2.6.3 Management Company must provide, at their own expense, all equipment, 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

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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	Form of Proposal: 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	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>: 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	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Proposers, Public and Indian Housing Programs</i>: 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	Profile of Firm Form: 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	Proposed Services: 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 DEMONSTRATED EXPERIENCE 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 500 or more.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s QUALIFICATIONS as demonstrated by required certifications, performance standards, expertise in dealing with property management and compliance.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 4, The proposer's MANAGEMENT & MARKETING PLAN AND REPORTING (including but not limited to staffing, operations, successful audits, and professional services offered). The proposer's REPORTING providing IT solutions for residents and owners 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, and property budget
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	Managerial Capacity/Financial Viability: 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	Client Information: 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	Equal Employment Opportunity: The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item): 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.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

3.1.9	9	Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HA in its evaluation.
3.1.10	10	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 acceptable 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.).

3.1.13 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 , ensuring that all information requested in Section 3.0 Proposal Format are included.

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. Do not submit, enter or refer to any fees or costs to 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.

The Columbus Metropolitan Housing Authority
Attention: Andrea Quinichett
Purchasing Manager
880 E. 11th Avenue
Columbus, Ohio 43211

The document/file 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,

REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)

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, 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 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.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

3.5.1 General Directions to the Pre-proposal Conference:

Join Zoom Meeting

<https://us02web.zoom.us/j/81506452429?pwd=UFM0QmdlQzNsYVl5dE5sbmxiSDJUT09>

MeetingID:81506452429

Passcode: 744026

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 PROPOSED COSTS 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) 2022 annualized gross income per property multiplied by the respondent's proposed fee percentage; AND (2) the respondent's wages and fringe benefits payable for onsite management and maintenance employees.
2	35 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE & CAPACITY 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 500 or more units.
3	15 Points	Subjective (Technical)	The proposer's QUALIFICATIONS as demonstrated by required certifications, performance standards, expertise in dealing with property management, public housing and compliance.
4	15 Points	Subjective (Technical)	The proposer's MANAGEMENT & MARKETING PLAN AND REPORTING (including but not limited to staffing, operations, Resident Services, successful audits/inspections, and professional services offered). The proposer's REPORTING providing IT solutions for residents and owners 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, and property budget.
5	10 points	Subjective (Technical)	The OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED based upon the opinion of the evaluators.
	100 points	100 points	Total Points (other than objective preference points)

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

- 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 five-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.

REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)

- 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”. 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

REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)

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 2 years, with options to renew for three (3) one (1) year 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** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
- 5.3.2** State of Ohio Real Estate Brokers License is required
- 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);

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

- 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 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.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

- 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 my 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.

REQUEST FOR PROPOSALS (RFP) NO. 2022-011
 PROFESSIONAL PROPERTY MANAGEMENT SERVICES
 (Maplewood Heights & Sugar Grove Square Apartments)

**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 copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C (located on THE HA website) Form HUD-5369-A (located on THE HA website)
_____	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 Other Information (Optional)

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, 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. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

**RFP 2022-011: 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): _____%

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

ATTACHMENT D: PROPOSAL FEE SHEET

A fee/cost structure must be submitted for the property groupings, based on the following:

Property Maplewood Heights

1. Fee, expressed as a percentage of gross income received. %_____ (option 1)
2. Fee, expressed as a monthly per unit fee per occupied unit. \$_____PUPM (option 2)
3. Bookkeeping and /or Accounting (non-Audit) Fees \$_____PUPM
4. All Data Processing Fees (including Yardi or other software) \$_____PUPM

All other direct or indirect expenses charged to the property must be approved by the housing authority in the annual operating budget or as an approved above budget expense”.

Property Sugar Grove Square Apartments

1. Fee, expressed as a percentage of gross income received %_____ (option 1)
2. Fee, expressed as a monthly per unit fee per occupied unit. \$_____PUPM (option 2)
3. Bookkeeping and /or Accounting (non-Audit) Fees \$_____PUPM
4. All Data Processing Fees (including Yardi or other software) \$_____PUPM

All other direct or indirect expenses charged to the property must be approved by the housing authority in the annual operating budget or as an approved above budget expense”.

Attachment Acknowledgements (if applicable)

Attachment A: _____	Date _____
Attachment B: _____	Date _____
Attachment C: _____	Date _____
Attachment D: _____	Date _____
Attachment E: _____	Date _____
Attachment F: _____	Date _____
Attachment G: _____	Date _____
Attachment H: _____	Date _____
Attachment I: _____	Date _____
Attachment J: _____	Date _____

Signature

Date

Printed Name

Email

Company

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

Attachment E: 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 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-A Representations, Certifications, and Other Statements of Bidders
<https://www.hud.gov/sites/documents/5369-A.PDF>

5369-B Instructions to Offerors Non-Construction
<https://www.hud.gov/sites/documents/5369-B.PDF>

5369-C (8/93), Certifications & Representations of Offerors
Non-Construction Contract
https://www.hud.gov/sites/documents/DOC_12132.PDF

5370-C Sections I & II General Conditions for Non-Construction Contracts,
(With or without Maintenance Work)
https://www.hud.gov/sites/documents/DOC_12587.PDF
https://www.haelgin.org/wp-content/uploads/2018/07/HUD_5370_sec2.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. What 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)?

Attachment H: Property Listing

Total **191**

<u>Sugar Grove Square Apartments</u>	<u>Current Rent*</u>	<u>Unit Count</u>
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1 Bedroom	\$850	120
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<u>Maplewood Heights</u>	<u>Current Rent</u>	<u>Unit Count</u>
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1 Bedroom	\$794	71
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Attachment I

PROPERTY MANAGEMENT AGREEMENT

RFP 2022-011: CMHA Properties (Sample)

This **Property Management Agreement** (this “Agreement”) is made effective as **December 31, 2022** by and between CMHA Properties, an Ohio Limited Partnership, (“Owner”), and Management Company, an Ohio for Profit Corporation (“Manager”).

RECITALS

- A. Owner owns certain real property and all improvements located at 880 E 11th Ave in Columbus, Ohio including one hundred (100) Public Housing units.

Name: CMHA Properties
Location: 880 E 11th Ave
Unit Count: 100

- 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 and hereby incorporated herein is a copy of Exhibit “A” the Leasing Guidelines, Exhibit “B” the Management Plan for the Development and Exhibit “C” the Public Housing Addendum, 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 defines 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 Exhibit “A”, Exhibit “B”, Exhibit “C” the CMHA Admissions and Continued Occupancy Policy (ACOP) as it relates to the Public Housing program, the Housing Choice Voucher Administrative Plan as it relates to Housing Choice Voucher program, and all federal regulations published by the Department of Housing and Urban Development, regardless of whether specific reference is made thereto in any particular provisions of this Agreement or Exhibit.

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 (24) months unless terminated by the Owner or Manager, with not less than thirty (30) days prior written notice. The contract may be renewed for three (3), one (1) year options at the discretion of CMHA.

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, Management Plan and the CMHA Admissions and Continued Occupancy Policy (ACOP), and the Housing Choice Voucher Administrative Plan, which will incorporate the following Manager responsibilities:

- a) Manager shall select applicants for admission to the Public Housing units using the screening criteria that is consistent with the lease requirements, ACOP Plan policies, Leasing Guidelines (exhibit A) and the Management Plan (exhibit B), and the Housing Choice Voucher Administrative Plan. Both the ACOP and Housing Choice Voucher Administrative Plan is available on the CMHA Website (www.cmhanet.com). Owner shall promptly notify Manager of any revisions, additions or deletions to these documents.
- b) Applicant screening procedures will include verification of credit references and criminal background checks for all applicants, in accordance with procedures set forth in the Management Plan the ACOP, and the Housing Choice Voucher Administrative Plan. The Manager will also comply with procedures set forth in the Management Plan ACOP, and the Housing Choice Voucher Administrative Plan for informal review of application rejections for all applicants, including procedures for review of eligibility or suitability determinations or denial of preferences for applicants to the Public Housing units and housing assisted units, consisting of a written statement of the reason(s) for rejection and an opportunity to meet with a person, or persons, designated by the Manager other than the person who made the initial determination.
- 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.
- d) Show housing units for rent in the Development to all prospective tenants whose income and rent levels are consistent with Section 3.2, below;
- 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.

REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)

- 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. Maintain and manage all commercial tenants including collections of all monies due and servicing all leased space with any maintenance needed;
- 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 the **Development** and designated of record 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;
- 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, 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;
- n) Provide supportive services as agreed to if applicable to this Development.

3.2 **Qualified Rental Use.** Manager acknowledges Owner is required to lease all Public Housing units in accordance with the CMHA Admissions and Continued Occupancy Policy and the Code of Federal regulations as they relate to income restrictions and all other leasing requirements for the Public Housing units.

FURTHER, THE FOLLOWING PROVISIONS SHALL APPLY:

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

- 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 counsel 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 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 a decent, safe and sanitary 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. Preventative maintenance inspections must be conducted at least quarterly and documented for review by Owner.
- b) Subject to Owner's prior written approval, 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.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

- 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.

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 72 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 Authority 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.

REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)

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 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 (if applicable) for the Development for each fiscal year during the term of this Agreement, and shall submit the same to Owner at least forty-five (45) days before the beginning of such fiscal 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 if applicable to the Development. 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 any books,

REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)

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 (15th) 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) 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 and OEF for their prior approval, which approval shall not be unreasonably withheld or delayed provided, however, that Owner and OEF 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 to the satisfaction of OEF.
- 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) General Ledgers
- d) Check Registers
- e) 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.

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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 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

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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**

REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)

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. Each such monthly fee will be based on the following calculation:

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

- X% of total income collected from previous month.

**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 Executive Officer
880 E. Eleventh Avenue
Columbus, Ohio 43211

If to Manager:

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

**ARTICLE 12
MISCELLANEOUS**

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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 venturers.

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 hereunder, without the prior written

**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

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.

Management Company

CMHA Properties

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____, 2015

Date: _____, 2015

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**REQUEST FOR PROPOSALS (RFP) NO. 2022-011
PROFESSIONAL PROPERTY MANAGEMENT SERVICES
(Maplewood Heights & Sugar Grove Square Apartments)**

Attachment J: Resident Services

Following the transfer of property management to the selected company, and for the duration of the time that the properties remain in the CMHA public housing portfolio, CMHA will provide, at its own expense, resident services for the properties. These include educational and social activities and support for site-based resident councils.

CMHA services will include some or all of the following, with the specific services determined by HUD requirements, CMHA resource availability, and the needs of each site:

1. Providing staff support for existing active Resident Councils and the Jurisdiction Wide Resident Council. These public housing communities currently have active resident councils: Rosewind, Post Oak Station, Thornwood, Eastmoor Square, Jenkins Terrace, Worley Terrace, and Sawyer Manor/Trevitt Heights. No new resident councils will be organized.
2. Working with external organizations and funders to provide on-site and off-site activities for residents (e.g. summer camps, after-school programs, health fairs).
3. Organizing social events open to all public housing residents.
4. Providing transportation for residents to meetings and events.
5. Offering residents the opportunity to provide input for CMHA's HUD Annual Plan
6. Making service referrals for individual residents as needed.
7. Providing service coordination for residents who participate in the HUD Family Self-Sufficiency Program.

The property management company and site manager are expected to work cooperatively with CMHA resident services staff to make interior and exterior community space available for resident meetings and activities, assist with outreach and distributing information to residents about activities, and assist with logistics for resident meetings and events (i.e. room set-up, moving equipment and materials).

At any time, the property management company may propose to augment or provide some or all of the services provided by CMHA. CMHA will collaborate with the company to determine roles and responsibilities of each party in order to assure that high-quality, appropriate services are available for all residents.