

RFP 2023-5007;
CONTRACT LABOR AND EXECUTIVE SEARCH SERVICES
ATTACHMENT A: SCOPE OF WORK



CMHA (or “the Authority”) is seeking proposals from Contractors with professional competence, experience and licensing that demonstrate the vendor’s abilities to provide Contract Labor Services on an as-needed basis. CMHA is also requesting Executive Search & Recruitment Services (Recruitment) under this solicitation. Offeror(s) should provide qualified and quality candidates for contract placement (CP) for short term assignments (1 to 6 months) and/or for Contract placement-to-hire (CH) for open positions. These Recruitment, CP, and CH services are needed to ensure the Authority attracts the most qualified candidates for contract placement to complete short-term assignments, contract-to-hire for open positions, and/or direct hires for open positions. The Recruitment services could require conducting a nationwide search and recruitment for executive, director and senior level positions. The Contractor(s) selected by the Authority will be required to follow the Authority policies as specified in this RFP and the CMHA General Terms and Conditions.

These services shall be provided on an “as-needed” basis. CMHA has a variety of departments and positions that these services will be utilized for, and they are:

Contract Labor Services

- Administrative/Clerical Support
- Maintenance/Janitorial/Building and Grounds Specialists
- Human Resources
- Finance and Accounting
- Information Technology
- Legal
- Procurement and Purchasing
- Inventory Warehouse
- Fleet and Facility
- Real Estate Acquisitions and Development Housing
- Construction Administration and Project Management
- Affordable Housing and Property Management
- Housing Choice Voucher Program Executive Search and Recruitment

Departmental Leadership Positions (Executive Search)

- Executive Office (COO, VP(s) of Operations, Programs or Administration and Finance and Accounting
- Information Technology
- Legal
- Human Resources
- Procurement and Purchasing
- Inventory & Warehouse
- Fleet and Facility
- Real Estate Acquisitions and Development of Housing



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- Construction Administration and Project Management
- Affordable and Market Housing Administration and Property Management
- Housing Choice Voucher Program Administration

The qualified Offeror(s) may respond to all four (4) or as few as one (1) of the required services (Contract Labor, Recruitment, CP, and CH) identified above. Please clearly note which service(s) the proposals are being submitted for and the area of expertise that Offeror would provide candidates; such as Finance/Accounting, Legal, Information Technology, Program Administration, Clerical and Staff level for Program Administration, etc.

The Authority intends to select a pool of Contractors. The actual number of pool participants chosen will depend on the number of qualified proposals received.

1.0 SERVICES TO BE PROVIDED

1.1 CONTRACT LABOR SERVICES

CMHA seeks contract labor services of one or more qualified staffing and recruitment agencies to provide staffing services throughout its various operations as requested by CMHA. CMHA's staffing requests may be contract, contract-to-hire, and direct placement hires. Offerors may submit proposals to provide **any or all** of the following services:

- Administrative/Clerical Support
- Maintenance/Janitorial/Building and Grounds Specialists
- Human Resources
- Finance and Accounting
- Information Technology
- Legal
- Procurement and Purchasing
- Inventory Warehouse
- Fleet and Facility
- Real Estate Acquisitions and Development Housing
- Construction Administration and Project Management
- Affordable Housing and Property Management
- Housing Choice Voucher Program

1.1.1 Provide contract labor services utilizing employees who possess the necessary technical expertise to perform the services listed.

1.1.2 Provide contract labor services utilizing employees who are sensitive to the cultural diversity of CMHA's employees and resident population. However, CMHA may secure specialized services, (i.e.

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accounting, technical, computer, etc.) not immediately or otherwise available through the Agreement(s) from other vendors.

1.1.3 Provide services in search or recruitment of administrative, clerical support, maintenance/janitorial, Human Resources, Finance and Accounting, Information Technology, Legal, Procurement and Purchasing, Inventory Warehouse, Fleet and Facility, Real Estate Acquisitions and Development Housing, Construction Administration, and Project Management, Affordable Housing and Property Management, and Housing Choice Voucher Program job candidates for regular employment.

1.1.4 Job descriptions will be provided when a staffing request is made.

1.1.2 Contract Labor Services General Requirements

The selected Contractor(s) shall:

1.1.2.1 *Screen candidates, which should include face-to-face or video conferencing, thorough vetting of resumes, and administering of testing assessments to determine if the knowledge, skills and abilities meet the specific job requirements.*

1.1.2.2 Perform or obtain legally permissible drug testing and background checks of prospective contract employees with respect to criminal conviction records driving records, credit history, etc. *(See Section 19.1 of Attachment C-Terms and Conditions.)*

1.1.2.3 Provide and pay for all Criminal History Background Checks and drug tests for all positions. CMHA will not assign employees to contract positions unless a complete copy of a Criminal History Background Check is received to legally qualify the employee for the position. Each local 3 county criminal history background check shall be performed by the Offeror and shall encompass the previous 10 years. National background checks may be required with some positions. The name and address(es) for each person shall be searched for the previous 10 years. If a person has resided in states other than Ohio, the search must include all such states for the previous 10-year time period. An equivalent search shall be conducted in other states for the previous 15 years. *(See Section 19.1 of Attachment C-Terms and Conditions.)*

1.1.2.4 Contractor is responsible for all associated expenses.

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- 1.1.2.5** Ensure that an Employment Eligibility Verification Form (I-9) is completed for each contract employee working at Client's place of business and will retain these documents.
- 1.1.2.6** Maintain all personnel files and payroll records for its contract employees.
- 1.1.2.7** Have sole responsibility to determine and set the level of fringe benefits for its contract employees.
- 1.1.2.8** Withhold tax, and report all taxes and issue each contract employee a W-2 form at the end of each year, as required by law.
- 1.1.2.9** Pay its contract employees weekly, in the payroll cycle beginning Saturday through Friday.
- 1.1.2.10** As long as the employee is paid on a weekly basis, the contractor's payroll schedule is not required to align with CMHA's payroll schedule. For example, the payroll cycle may be Monday to Sunday.
- 1.1.2.11** Maintain unemployment, general liability, worker's compensation, and fidelity insurance with respect to the contract employees provided to the Client. *(See Section 12 of Attachment C-Terms and Conditions.)*
- 1.1.2.12** Administer all unemployment claims with respect to the contract employees provided to the Client. This includes employment verification for different governmental agencies such as Hamilton County Job and Family Services or CMHA.
- 1.1.2.13** Have the capability to hire young workers/students (over 14 years) for summer jobs or other contract employment opportunities for youth.
- 1.1.2.14** Have flexibility to hire candidates under the CMHA Resident Initiative program or Section 3 policies. These include employment opportunities for adults without a high school diploma or driver license, or people with previous non-violent,

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non-drug and non-sex offender related convictions. The candidates for these programs are selected by qualified personnel of CMHA and referred to the labor service agency to complete the process of recruiting in order to be assigned to CMHA for a job.

1.1.2.15 Provide CMHA with the following types of employees as listed in Section 1.0:

- Administrative/Clerical Support
- Maintenance/Janitorial/Building and Grounds Specialists
- Human Resources
- Finance and Accounting
- Information Technology
- Legal
- Procurement and Purchasing
- Inventory Warehouse
- Fleet and Facility
- Real Estate Acquisitions and Development Housing
- Construction Administration and Project Management
- Affordable Housing and Property Management
- Housing Choice Voucher Program

These services are on an as-needed basis and upon request by CMHA. Successful Contractor(s) will be responsible for the hiring, firing, wages, taxes, worker's compensation, benefits, etc. for the contract staffing. Contract staff are considered employees of the Contractor and not CMHAs.

1.1.2.16 For the applicable assignments, pay all of its employees, including any and all approved sub-contractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage. The minimum hourly rate of pay, including fringe benefits, which is subject to change, is based upon bargaining unit agreements and/or Federal mandate.

1.1.2.17 Provide CMHA a required weekly invoice submittal which must include an CMHA issued purchase order number and a required weekly listing of all building and grounds personnel utilized by CMHA for any given week. The listing shall include full name, mailing address, and social security number of each employee used, in addition to the hourly rate, plus

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any applicable fringe benefits paid to each.

1.1.2.17.1 Additionally, copy Central Purchasing by email on timecards. Timecards **MUST** include the Purchase Order Number and the property at which the temporary is working. The Central Purchasing email address is central.purchasing@cintimha.com. This is a mandatory requirement.

1.1.2.18 Some CMHA positions may require an individual to drive CMHA's vehicles. In these instances, a valid driver's license must be held by the individual in the state of their residence. The individual may have no more than 4 accumulated points in 3 consecutive years. To ensure compliance a driver record search must be conducted.

1.1.2.19 *Unless authorized in advance by CMHA Management, an assigned contractor is not permitted to work any hours in excess of 40 hours in a work week. Any unauthorized hours worked by the contractor resulting in overtime will be the responsibility of the staffing firm to pay."*

1.1.2.20 Indicate whether your firm would prohibit CMHA from hiring any of your contract employees other than those recruited by CMHA. Indicate if there would be any fees involved, the amount, and any applicable timelines.

1.1.2.21 CMHA will establish the hourly rate for the specific workers assigned to CMHA.

1.1.2.22 Submit a proposed Fee Schedule inclusive of all costs, expenses, and applicable sales and service taxes. The Fee Schedule should be based on an hourly rate for each person assigned to the project including all costs, expenses, and sales and services taxes.

1.2 EXECUTIVE SEARCH AND RECRUITMENT

CMHA is seeking quotes from qualified, licensed independent Contractor(s) with demonstrated professional competence and experience to assist CMHA in the search, recruitment and selection of executive, director, and other senior level positions. Also, agencies that are fully qualified and experienced providing

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completely vetted, experienced, and quality individuals that can be placed as CP or CH for temporary assignments or open positions.

1.2.1 Services required of the Offeror(s) include but are not limited to:

Executive Search & Recruitment Services

1.2.1.1 The Offeror(s) shall aggressively source well qualified and experienced candidates for assigned position(s) based on characteristics, skills, position requirements ascertained from CMHA's Department of Human Resources, Hiring Manager and other information provided.

1.2.1.2 All candidates presented to the housing authority shall be pre-screened by the Offeror. Prescreening must include, at a minimum, verification of information submitted by applicant (work history, education, etc.), verification that applicant meets driving eligibility and a preliminary interview with the candidate. Offeror shall only present CMHA with those candidates deemed to be highly qualified. This would include confirmation that the candidate meets position requirements, salary, driving and background requirements as well as relocation considerations. A summary report of the pre-screening must accompany candidate profiles submitted to CMHA for consideration. The summary report must include candidate experience highlights, education highlights, questions asked (including their respective answers), salary requirements, confirmation of acceptable driving and background checks, interviewer notes concerning professionalism, flexibility, drive, attention to detail, strengths, weaknesses and details relating to specific functions within the job description. Offeror must conduct and complete professional reference checks and interviews and/or questionnaires required to confirm quality, qualifications and experience expressed by candidate.

1.2.1.3 Coordinate any and all interviews and testing between the candidate and CMHA.

1.2.1.4 The Offeror(s) shall inform candidates that information they provide may be made publicly available pursuant to Ohio Revised Code Section 149.43, Ohio Open Records Law and 5 U.S.C. 522.

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- 1.2.1.5 Provide appropriate compensation research and advice, as requested.
- 1.2.1.6 Provide weekly progress status reports and be accessible for consultation on any aspect of the project during the contract period as requested by CMHA.
- 1.2.1.7 Assist in processing all acknowledgement letters and other correspondence to applicants, nominators, and nominees.
- 1.2.1.8 Provide such other assistance as may be requested by CMHA to assist with recruitment and successful employment of the selected candidate.

Contract Placement and/or Contract Placement to Hire

- 1.2.1.9 The Offeror(s) shall aggressively source well-qualified and experienced candidates for short-term assignments or open positions that CMHA is looking for temporary to hire recruitment methodology.
- 1.2.1.10 All candidates presented to housing authority shall be prescreened by Offeror. Prescreening must include, at a minimum, verification of information submitted by applicant (work history, education, etc.), verification that applicant meets driving eligibility and a preliminary interview with the candidate. Offeror shall only present CMHA with those candidates deemed to be highly qualified. This would include confirmation that the candidate meets position requirements, salary, driving and background requirements.
- 1.2.1.11 Coordinate any and all interviews and testing between the candidate and CMHA.
- 1.2.1.12 The Offeror(s) shall inform candidates that information they provide may be made publicly available pursuant to Ohio Revised Code Section 149.43, Ohio Open Records Law and 5 U.S.C. 522.

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1.2.1.13 Provide such other assistance as may be requested by CMHA to assist with successful CP or CH of the selected candidate.

1.2.2 Fees

The proposal shall contain the methodology for establishing fees to be charged for all services to be rendered under the RFP, which shall be presented in the basic format described below. Proposed fees shall be firm fixed fees and the cost set forth therein will not be subject to increase by the Offeror. All pricing may be subject to downward negotiation.

1.2.2.1 Provide a detailed description of all costs (fees and reimbursable expenses) that CMHA would incur and when payments would be due. The proposal must describe the extent to which CMHA will be obligated to pay the Offerors cost if the search is not successfully completed or is terminated.

1.2.2.2 Each proposal shall include a statement of all expenses that will be passed through to CMHA, that are in addition to the fees. All quoted rates for professional services will be inclusive of all services to be performed by the Offeror and the Offeror's employees. The Offeror may request reimbursement for extraordinary expenses not typically incidental to the services to be performed. Reimbursement of such expenses will be contingent on CMHA's written consent prior to incurring such expenses and such expenses shall be included in the statement of expenses submitted with the Offeror's response to this RFP to the greatest extent feasible.

1.2.2.3 Each proposal shall also include any assumptions or exceptions made when establishing rates, fees or expenses quoted.

1.2.2.4 The Offeror will be expected to submit statements for services from time to time but not more frequently than monthly. Each statement for services provided will identify the specific category, the amount of work accomplished to date, the amount invoiced, and identification of the work completed since the last invoice.

2.0 POOL OF CONTRACTORS

2.1 CMHA intends to create a "pool" of Contractors to provide services. The Pool will consist of various Contractors which will be available on an as-needed basis to provide services. The actual number of Pool participants chosen will depend on the number of qualified proposals received.

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- 2.2** Proposers selected to participate in the Pool will be assigned work at the discretion of CMHA based on quality of work, availability, manpower and timeliness and will serve in the Pool for a period of one (1) year with the option, at CMHA's sole discretion, to extend the contract for up to an additional four years for a maximum total of five years. CMHA will attempt to match each assignment to the Pool Participant best suited for a given task. CMHA will also determine the services any contractor will be assigned at any given time or duration. Selection as a participant of the Pool is not a guaranty of the type or number of tasks for which a participant may be selected. Time is of the essence with regard to Pool Participants' availability for and performance of the assignments.
- 2.3** If a Pool Participant is selected to perform one or more work assignments, CMHA will formally request the Pool Participant to perform such work by executing a purchase order. CMHA will provide the scope of work to the contractor before work is to begin. Once the Contractor is awarded an assignment, the services will be scheduled with CMHA. The purchase orders may be issued at any time during the term of the Pool Agreement and the assignment of work projects will be made solely at the discretion of CMHA.

3.0 COVID-19 REQUIREMENTS FOR ON-SITE WORK

Contractor personnel entering occupied units and/or CMHA offices must wear PPE (if requested by the resident or CMHA, if not vaccinated, and/or per CDC guidelines), including but not limited to a mask that covers their mouth and nose. The mask should be worn throughout the entire period of service delivery.

Contractor is to practice social distancing while on site.

In addition, Contractor personnel shall be neat and wear uniforms with the company name and an ID badge. This standard of neatness means Contractor staff must appear at the job site in freshly laundered clothing.

CMHA will issue badges to individual Contractor employees with their picture.

4.0 PERFORMANCE STANDARDS

- 4.1** Failure to accurately and thoroughly vet candidates for submission may result in a 10% reduction of the invoice and possible rejection of the candidate.
- 4.2** Contractors must ensure candidates are available for consideration prior to submission (this would mean recent conversation with the candidate and not just pulling from the data base). Failure to adhere to this standard may result in a 10% reduction of the invoice and possible rejection of the candidate.



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- 4.3 Contractors must submit separate invoices of services for different departments. Failure to follow this instruction may result in a \$15 charge per incorrectly submitted invoice.
- 4.4 Failure to report for work in proper uniform/attire and with an appearance and condition that is neat and professional may result in a penalty of \$15 per day.
- 4.5 Invoices are to be submitted within two weeks after completion of the service (see *Invoicing* in the General Terms and Conditions). If invoices are submitted late, the amount to be paid shall be reduced:

Number of days to submit invoice to CMHA after completion of work or receipt by CMHA in Yardi (whichever is later)	Performance Deduction from Invoice
<30	0%
>30	30%
>60	50%
>90	75%
>120	100% (No payment)

- 4.6 CMHA reserves the right to deduct 10% from the Contractor(s) invoices for failure to perform according to the specifications of this RFP and any pursuant contract agreement.
- 4.7 CMHA may waive the fee reductions at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service and may be considered by CMHA in the award of future work under this contract and award of future contracts.

5.0 CONTRACT TERMS

5.1.1 The Authority intends to enter into a one-year contract with the option, at the Authority’s sole discretion, to extend four one-year contracts with the successful offeror(s) selected to provide the services.

5.1.2 Indefinite Quantities Contract (IQC) – The Authority does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, but will reserve the right to award work on an as-needed basis.



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5.1.2.1 Guaranteed Contract Minimum Amount and Not-to-exceed

Maximum Amount: As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Authority to award the responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$100 for each contractor awarded; (b) NMCA: \$1,800,000 annually for the pool of contractors. The Authority reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.