

**REQUEST FOR PROPOSALS
FOR
PAYROLL SERVICES**

**STARK METROPOLITAN
HOUSING AUTHORITY**

RFP #OH018 0111206-COCC

Prepared by:

Procurement & Contracting Department

The Stark Metropolitan Housing Authority

400 East Tuscarawas Street

Canton, Ohio 44702

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INTRODUCTION

The Agency

Stark Metropolitan Housing Authority (SMHA), a political subdivision of the State of Ohio is governed by the Ohio Revised Code and the U.S. Department of Housing and Urban Development (HUD). SMHA is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families. SMHA is headed by an Executive Director and is governed by a five-person Board of Commissioners. SMHA has 2,546 public housing rental units and 15 additional non-public housing units consisting of family sites, high rises, and scattered sites located throughout Stark County.

As a part of our social mission and federal mandate, SMHA is committed to providing eligible residents of Stark County with quality, affordable housing in decent, safe and nourishing neighborhoods. By working in partnership with the public and private sectors SMHA provides families with housing choices and opportunities.

The Request for Proposals (RFP)

The Stark Metropolitan Housing Authority and its affiliated entities are seeking proposals from qualified, licensed and bonded entities with demonstrated competence and experience to provide **payroll services**.

The Request for Proposals can be obtained online at www.starkmha.org; or by contacting the SMHA Procurement & Contracting Department at bids@starkmha.org.

This Request for Proposals contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposals. **Prospective Proposers desiring any explanation or interpretation of the solicitation must request it, in writing, by the deadline identified in this RFP (see p. 4 RFP INFORMATION AT A GLANCE)**. The request must be addressed to the Procurement & Contracting Department, and sent either via email to bids@starkmha.org or by mail. Any information given to a prospective Proposer about this solicitation will be furnished to all other prospective Proposers as a written amendment to the solicitation.

All responses to the RFP must be enclosed in a sealed package and labeled as follows:

**Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Department
400 East Tuscarawas Street
Canton, Ohio 44702**

**RFP# OH01801112016-COCC
Due Date and Time: July 27, 2016, 2:00 PM (EST)
PROPOSALS INCLUDED- DO NOT OPEN**

Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening. After evaluation of the responses, the Contract will be awarded to the most responsible/responsive Proposer(s) representing the "Best Value" to SMHA. The resulting Contract may be funded through Section 3 covered assistance and as such will be subject to Section 3, 24 CFR Part 135. SMHA and its affiliated entities reserve the right to reject any and all submissions.

Notice: Contact with members of SMHA Board of Commissioners, or SMHA officers and employees other than the contact person shown above, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful Proposer(s) could result in disqualification of your proposal. In fairness to all prospective Proposal(s) during the RFP process, if SMHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

RFP INFORMATION AT A GLANCE

| | |
|---|--|
| SMHA CONTACT PERSON | Procurement & Contracting Manager bids@starkmha.org |
| HOW TO OBTAIN THE RFP DOCUMENTS | <ol style="list-style-type: none"> 1. Access: www.starkmha.org 2. Email Request to: Procurement & Contracting Department bids@starkmha.org 3. In Person at: 400 E. Tuscarawas St. Canton. OH 44702 |
| HOW TO FULLY RESPOND TO THIS RFP | Submit 1 unbound original, 4 bound copies and 1 electronic copy (CD or Flash Drive) of your proposal to SMHA Procurement & Contracting Department in the format as described under Section 5.0, Form of Proposal. Use the submittal checklist (Form of Proposal- Attachment B) on page 30. |
| DATE ISSUED | July 14, 2016 |
| Q&A DEADLINE | July 20, 2016 by 12:00 PM (EST) |
| PROPOSAL SUBMITTAL RETURN & DEADLINE | July 27, 2016 at 2:00 PM (EST) SMHA Procurement & Contracting Department 400 E. Tuscarawas St. Canton, OH 44702 |
| ANTICIPATED AWARD DATE | Late August/Early September 2016 |

REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION:

- 1.1 **Statement of Purpose:** The Stark Metropolitan Housing Authority and its affiliated entities (SMHA) are seeking proposals from qualified, licensed and bonded entities with demonstrated competence and experience to provide as needed **payroll services** to SMHA.
- 1.2 Prospective Proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal to SMHA is not a right by which to be awarded a contract, but merely is an offer by the prospective Proposer to perform the requirements of the RFP documents in the event SMHA decides to award a contract to that Proposer.
- 1.3 **Proposer's Responsibilities- Contact with SMHA:** It is the responsibility of the Proposer to address all communication and correspondences pertaining to this RFP process to SMHA contact person listed herein only. Proposers must not make inquiry or communicate with any other SMHA 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 SMHA to not consider a proposal received from any Proposer who has not followed this directive during the RFP solicitation process. The SMHA will not conduct any ex parte conversations which may give one prospective Proposer an advantage over other prospective Proposers.
- 1.4 **Type of Contract resulting from this RFP:** Indefinite Delivery/Indefinite Quantity Contract

2.0 SMHA'S RESERVATION OF RIGHTS:

- 2.1 SMHA 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 SMHA to be in its best interest.
- 2.2 SMHA reserves the right not to award a contract pursuant to this RFP.
- 2.3 SMHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to the successful Proposer(s).
- 2.4 SMHA reserves the right to determine the days, hours and locations that the successful Proposer(s) shall provide the services called for in this RFP.
- 2.5 SMHA reserve the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without written consent from SMHA.
- 2.6 SMHA 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.
- 2.7 SMHA shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- 2.8 SMHA reserves 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. Each prospective Proposer further agrees that he/she will inform SMHA in writing within five (5) days of the discovery of any item that is issued thereafter

- by SMHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SMHA, but not prospective Proposer, of any responsibility pertaining to such issue.
- 2.9** SMHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA's website (www.starkmha.org) and such changes that are issued before the proposal submission deadline shall be binding upon all prospective Proposers.
- 2.10** In the case of rejection of all proposals, SMHA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgement of SMHA, the best interest of SMHA will be promoted.
- 2.11** SMHA reserves the right to, without liability; cancel the award of any proposal(s) at any time before execution of the contract documents by all parties.
- 2.12** SMHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to SMHA, if:
- 2.12.1** Funding is not available
- 2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
- 2.12.3** SMHA's requirements in good faith change after award of the contract, documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SMHA's website (www.starkmha.org) and such changes that are issued before the proposal submission deadline shall be binding upon all prospective Proposer.
- 2.13** SMHA reserves the right to make an award to more than one Proposer, if in the judgement of SMHA, the best interest of SMHA will be promoted.
- 2.14** SMHA reserves the right to require additional information from all Proposers to determine level of responsibility. Such information shall be submitted in the form required by SMHA within two (2) days or written request.
- 2.15** SMHA reserves the right to amend the contract any time prior to contract execution.
- 2.16** SMHA reserves the right to require the Proposer to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.
- 2.17** SMHA reserves the right to contact any individuals, entities, or organizations that have had business relationships with the Proposer regardless of their inclusion in the reference section of the proposal submitted.
- 2.18** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Proposer, SMHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Proposer to cover costs for interim service and/or cover the difference of a higher cost (difference between terminated Proposer's rate and the new company's rate) beginning the date of Proposer's termination through the contract expiration date.
- 2.19** SMHA reserves the right to award all, part, or none of the materials and/or services specified in this RFP as determined to be in the best interest of SMHA.

- 2.20 SMHA reserves the right to negotiate the fees proposed by the Proposer entity.
- 2.21 SMHA reserves the right to a minimum acceptance period of 90 calendar days. "Acceptance Period" means the number of calendar days available to SMHA for awarding a contract from the date specified in this solicitation for the receipt of proposals.
- 2.22 SMHA reserves the right, if it is in its best interest to do so, to request a change in products (i.e. brand or type of product) used by the Proposer should the product be deficient and/or not in accordance with the Authority's Standards.

3.0 **GENERAL CONDITIONS:**

- 3.1 The Proposer(s) shall provide labor and materials as needed for **payroll services** per the enclosed scope of work/technical specifications (**see Attachment A**).
- 3.2 The successful Proposer must provide one system only for all functions as described in **Attachment A**.
- 3.3 **Regulatory Requirements:** Proposer(s) shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP.
- 3.4 **Contact Number and Response Time:** The successful Proposer shall provide a contact person including name, phone number, and email address. The contact person will respond to issues within twenty-four (24) hours from initial contact by SMHA.
- 3.5 **Licensing:** Proposer(s) shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.
- 3.6 **Proposal Prices:** Proposers are advised that the Fees shall be all inclusive and fully burdened to accomplish the work as specified in this RFP and any resulting contract.
- 3.7 **Proposer(s) will be required to prepare and submit monthly reports on Section 3.** Proposer(s) shall utilize Section 3 residents and businesses as defined to perform the requirements under this RFP to the greatest extent feasible and shall document such efforts monthly (when applicable).
- 3.8 **Proposer(s) shall provide at Proposer's own expense all equipment, labor, materials, supplies, and tools to perform all the services required under this RFP and any resulting contract.**
- 3.9 **Proposer(s) shall perform criminal history checks and drug screening tests on all employees performing work under this RFP and any resulting contract and if requested provide summaries of the results to SMHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Proposer(s) is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Proposer(s).**
- 3.10 **Liquidated Damages:** For each day that performance under a contract resulting from this RFP is delayed beyond the time specified for completion, the successful Proposer(s) shall be liable for liquidated damages in the amount of \$100.00 per day. However, the timeframe for

performance may be adjusted at SMHA's discretion in writing and received by the successful Proposer(s) prior to default under any resulting contract.

- 3.11 If any employee of the Proposer(s) is deemed unacceptable by SMHA, Proposer(s) shall immediately replace such personnel with a substitute acceptable to SMHA.

4.0 **CONDITIONS TO BID:**

- 4.1 **Pre-Qualification of Proposers:** Prospective Proposer will not be required to pre-qualify in order to submit a proposal. However, all Proposers will be required to submit adequate information showing the Proposer is qualified to perform the required work. Failure by the prospective Proposer to provide the requested information may, at SMHA's discretion, eliminate that Proposer from consideration, provided that all Proposers were required to submit the same information.

4.2 **RFP Forms, Documents, Specifications, and Drawings**

- 4.2.1 Prior to submitting a proposal in response to this RFP, it shall be each prospective Proposer's responsibility to examine carefully and, as may be required, properly completed all documents issued pursuant to this RFP.
- 4.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- 4.2.3 Catalogs, brand names or manufacturer's references are provided for descriptive purposes only and indicates the type and quality desired. Proposals on brands of like nature and quality will be considered unless specified otherwise. If proposing other than references, proposal submittal shall show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of products offered must be included in the proposal submittal. Failure to take exception to specifications will require Proposer(s) to furnish specified brand names, numbers, etc.

4.3 **Submission and Receipts by SMHA:**

- 4.3.1 **Time for Receiving Proposals:** Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by SMHA. The Procurement & Contracting Manager. Whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered.
- 4.3.1.1 Proposals are cautioned that any proposal that is time stamped as being received by SMHA after the exact time set as the deadline for receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to SMHA or any official or employee thereof, for the pre-opening of, or failure to open a proposal not properly addressed and identified.
- 4.3.1.2 A total of one (1) original unbound signature copy, four (4) bound copies and one (1) electronic (CD or Flash Drive) copy shall be placed unfolded in a

sealed package with the Proposer's name and return address and addressed as follows:

**Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Department
400 East Tuscarawas Street
Canton, Ohio 44702**

**RFP# OH018 01112016-COCC
Due Date and Time: July 27, 2016 at 2:00 PM (EST)**

PROPOSALS INCLUDED- DO NOT OPEN

4.3.2 Withdrawal of Proposals: Proposals may be withdrawn as detailed within Form HUD-5369B, *Late Submissions, Modifications and Withdrawal of Bids*. Negligence on the part of the Proposer preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

4.3.2.1 Procedure to withdraw Proposal submittal: A request for withdrawal of a proposal due to a purported error need not be considered by SMHA unless filed in writing by the Proposer within 48 hours after the proposal submittal deadline. Any such request shall contain a full explanation of purported error and shall, if requested by SMHA, be supported by the original calculations on which the proposal was computed, a certification and notarization thereon that such computation is the original and was prepared by the Proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as SMHA retains the right to accept or reject any proposed withdrawal for a mistake.

4.4 Exceptions to Specifications:

4.4.1 A prospective Proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to SMHA, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must be included. SMHA reserves the right to agree with prospective Proposer and issue a revision to the applicable requirements, or may reject the prospective Proposer's request.

4.4.2 When taking exception, prospective Proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specifications and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by SMHA officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 FORM OF PROPOSAL:

5.1 The proposal shall be submitted in the manner as detailed in Section 4.3.1.2 and include the following information. Failure to submit the proposal in the manner specified may result in the premature opening of, post-opening of, or failure to consider that proposal, and may, at the

discretion of SMHA's Contracting and Procurement Manager, eliminate that Proposer from consideration for award.

5.2 Required Forms: All required forms furnished by SMHA as a part of this RFP shall, as instructed, be fully completed and submitted by the Proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the Proposer must "edit" the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

5.3 Tabbed Proposal Submittal: SMHA intends to retain the successful Proposer pursuant to a "Best Value" basis, not a "Low Bid" basis. Therefore, so that SMHA can properly evaluate the proposals received, **all proposals submitted in response to this RFP shall be formatted in accordance with the sequence noted below (Tab 1 to Tab 14).**

Each category shall be separated by numbered index dividers and the number on the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. None of the proposed services may conflict with a requirement SMHA has published herein or has issued by addendum.

5.3.1 TAB 1 FORM OF PROPOSAL: This Form is attached hereto as **Attachment B** to this RFP document. This one-page Form shall be fully completed, and submitted under this tab as part of the proposal submittal.

5.3.2 TAB 2 PROPOSAL FEE SHEET: This Form is attached hereto as **Attachment C** to this RFP document. This Form shall be fully completed, including acknowledgement of addendum/HUD Forms, and **placed in a separate sealed envelope and attached to TAB 2 divider. Attach the sealed envelope containing the Proposal Fee Sheet only to the unbound original.** The sealed envelope shall include in the Proposer's name and return address and shall be titled:

PROPOSAL FEE SHEET

Payroll Services

RFP# OH018 01112016-COCC

Due Date and Time: July 27, 2016, 2:00 PM (EST)

TAB 2 of the four bound copies and digital copy shall state 'PROPOSAL FEE SHEET ATTACHED TO UNBOUND ORIGINAL IN SEALED ENVELOPE'.

Note: Any quantities included on the Proposal Fee Sheet are for calculating purposes only. As may be further detailed herein, SMHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP.

5.3.3 TAB 3 HUD FORMS:

5.3.3.1 HUD-5369-C: This Form is attached hereto as **Attachment D** to this RFP document. This Form must be fully completed, executed where provided thereon and submitted as a part of the proposal submittal.

5.3.3.2 Additional HUD Forms: HUD Forms 5369-B, and 5370-C, attached hereto as **Attachment D**, shall be acknowledged with a signature and date on the Proposal Fee Sheet (**Attachment C**).

- 5.3.4 TAB 4 PROPOSER'S CERTIFICATION FORM:** This Form is attached hereto as **Attachment E** to this RFP document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
- 5.3.5 TAB 5 SECTION 3 DOCUMENTATION:**
- 5.3.5.1 Section 3 Clause:** All Proposers are required to review and fully execute the Section 3 Clause (**Attachment F**).
- 5.3.5.2 Section 3 Business Self-Certification (Optional):** This Form attached hereto as **Attachment G** is optional and only should be filled out by those businesses wanting to register as a Section 3 Business. Additional documentation may be requested by SMHA to verify information submitted on the Section 3 Business Self-Certification Form.
- 5.3.5.3 Preference for Section 3 Business Concerns in Contracting Opportunities (Reference):** This Document is attached hereto as **Attachment H** and details the different types of Section 3 priorities Proposers may claim for additional Economic Inclusion points. Claiming a Section 3 Priority is optional. This Document does not need to be included with the proposal submittal as it is for reference only. However, any Proposer claiming a Section 3 Priority shall submit, as stated in **Attachment H**, documentation to verify the selected Priority under this tab.
- 5.3.6 TAB 6 SMALL BUSINESS (SWMBE) UTILIZATION PLAN:** This Form is attached hereto as **Attachment I** to this RFP document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the proposal submittal. The Proposer shall include hereunder a plan to assist SMHA in its goal to establish participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in SMHA prime contracts and subcontracting opportunities. Contractors must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. **If compliance cannot be obtained, the Proposer is asked to provide written documentation with the proposal as to why he/she could not obtain such participation.**
- 5.3.7 TAB 7 LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION:** This Form is attached hereto as **Attachment J** to this RFP document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the submittal. The Proposer must submit under this tab a concise description of past performance, experience and client information in performing similar contract work substantially similar to that required by this solicitation. The Proposers shall submit three (3) former or current clients, preferably other than SMHA, for whom the Proposer has performed similar or like services to those being proposed herein.
- 5.3.8 TAB 8 LIST OF SUBCONTRACTORS/JOINT VENTURE INFORMATION:** The Proposer shall identify, on the Form attached hereto as **Attachment K** to this RFP document, whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposer is a joint venture with another firm. A Profile of Firm Form (**Attachment L**) shall be provided for each subcontractor and/or joint venture firm. **Attachment K** and any accompanying subcontractor/joint venture Profile of Firm Forms shall be completed and submitted under this tab as part of the proposal submittal.

- 5.3.9 TAB 9 COPY OF BUSINESS LICENSE:** The Proposer shall submit a copy of their current business license. At a minimum, this shall include the Articles of Incorporation provided by the State of Ohio (or applicable home state). Any additional licenses can also be provided under this tab (i.e. local business license, etc.)
- 5.3.10 TAB 10 COPY OF INSURANCE CERTIFICATE:** The Proposer shall submit a copy of their insurance certificate. If a Proposer receives an award and unless otherwise waived in the RFP documents, Proposer will be required to provide an original Certificate of Insurance confirming the minimum requirements of SMHA within 10 days of contract signature. The Insurance Certificate shall name SMHA as an additional insured.
- 5.3.11 TAB 11 COPY OF WORKMAN’S COMPENSATION CERTIFICATE:** The Proposer shall submit a copy of their Workman’s Compensation Certificate.
- 5.3.12 TAB 12 PROFILE OF FIRM FORM:** This Form is attached hereto as **Attachment L** to this RFP document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
- 5.3.13 TAB 13 PROPOSED SERVICES:** The Proposer shall, at a minimum, clearly detail within the information submitted under this tab, documentation addressing the Scope of Work/Technical Specifications (**Attachment A**) and evaluation criteria detailed in Section 6.1 of this RFP.
- 5.3.14 TAB 14 OTHER INFORMATION:** The Proposer may include hereunder any other general information that the Proposer believes is appropriate to assist the Authority in its evaluation. If no other information is to be included in the proposal, the Proposer shall put ‘Not Applicable’ under this tab in the proposal submittal.

6.0 PROPOSAL EVALUATION:

6.1 Evaluation Criteria: The evaluation committee will use the following criteria to evaluate each proposal. Each proposal has the potential to score 100 points in the initial evaluation. There are an additional 15 points available for Economic Inclusion. If interviews/presentations are conducted there are an additional 5 points available on the second evaluation (105 points total-excluding any additional points for Economic Inclusion).

6.1.1 Initial Evaluation Factors

| Factor # | Evaluation Factor | Max Points |
|----------|---|------------|
| 1 | System Integration- Demonstrate understanding of SMHA’s requirements per the specifications and specify how the Proposer will integrate all aspects of payroll services both through the actual software/system as well as with customer service. | 10 |
| 2 | Proposed Costs | 20 |
| 3 | Labor Distribution- Demonstrate understanding of SMHA’s requirements per the specifications. | 20 |
| 4 | Human Resource Management- Demonstrate understanding of SMHA’s requirements per the specifications. | 30 |

| | | |
|---|--|-----|
| 5 | Time Accountability- Demonstrate understanding of SMHA's requirements per the specifications | 20 |
| | Sub-total of points available (before additional factors and interviews/presentations) | 100 |

6.1.2 Additional Evaluation Factors: The following factors will be utilized by the Procurement & Contracting Manager to evaluate Economic Inclusion Points for each proposal received. It is important to note that the Economic Inclusion Points are not a requirement of this solicitation, but simply additional points available to Proposers. No proposal will be rejected for not receiving any additional points.

| Factor # | Evaluation Factor (defined in Attachment H) | Max Points |
|----------|---|------------|
| 7 | Priority I | 15 |
| | Priority II | 13 |
| | Priority III | 11 |
| | Priority IV | 9 |
| | Priority V | 7 |
| | Priority VI | 5 |
| | Priority VII | 3 |

6.1.3 Interviews/Presentations: Those Proposers within the Competitive Range, may be asked to participate in interviews/presentations to be evaluated with Best and Final Offers as detailed below:

| Factor # | Evaluation Factor | Max Points |
|----------|--|------------|
| 8 | Interviews/Presentations may be held with those Proposers within the Competitive Range to obtain clarification on items evaluated in the earlier stage of the evaluation process and to assess the qualifications of the Proposer and their ability to implement the Scope of Work/Specifications Attachment A . The interview/presentation will be scored on the second evaluation form for 'Best and Final' proposals. Information discussed during the interview/presentation may be used by the committee in their final evaluations. | 5 |

6.2 Evaluation Procedure:

6.2.1 Proposal Opening Results: Proposals will not be opened and read publically.

6.2.1.1 All proposal documents submitted by the Proposers are generally a matter of public record unless information is deemed to be proprietary.

6.2.2 Initial Evaluation- Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e. meeting the minimum requirements as stated in the RFP).

6.2.3 Evaluation- Responsibility: SMHA shall select a minimum of a three person panel to evaluate each of the proposals submitted in response to this RFP to determine the

Proposers' level of responsibility based on the evaluation factors detailed in Section 6.1. SMHA intends to award a contract to the Proposer with the highest ranking scores and whose qualifications and fee proposals the Authority determines is most advantageous to SMHA.

6.2.3.1 Evaluation Committee 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 SMHA's evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the evaluation committee.

6.2.3.1.1 Contact with the Evaluation Committee: No Proposer shall be informed, at any time during or after the RFP process, as to the identity of an evaluation committee member. If, by change, a Proposer does become aware of the identity of such person(s), he/she **shall not** make any attempt to discuss with said person(s) anything related to this RFP. Proposers shall only contact the Procurement & Contracting Manager as detailed on p.4 RFP INFORMATION AT A GLANCE. Failure to abide by this requirement may result in the elimination of the Proposer from consideration for award.

6.2.3.2 Evaluations: The Procurement & Contracting Manager will evaluate and award points for 'Proposed Costs' and 'Economic Inclusion Points' as these criteria are not subjective. The Evaluation Committee will evaluate and award points for the remaining evaluation criteria. After evaluations are completed, the scores will be tallied. If there is a clear winner, SMHA may proceed with a recommendation to the Executive Director and Board of Commissioners. SMHA reserves the right to determine a Competitive Range and proceed with a second round of evaluations which could include interviews/presentations and submission of Best and Final Proposals.

6.2.3.3 Potential "Competitive Range" or "Best and Finals" Negotiations: SMHA reserves the right to conduct a second round of evaluations by establishing a Competitive Range- those firms with a reasonable chance of being awarded the contract. Proposers included in the Competitive Range will be notified of interviews/presentations. Upon completion of interviews/presentations Proposers may be asked to submit a Best and Final proposal. Best and Final proposals as well as interviews/presentations will be evaluated on a 2nd evaluation form by the same committee using same criteria from the first evaluation (defined herein Section 6.1).

6.2.3.4 Determination of Top-Ranked Proposer: After evaluations are completed, the scores will be tallied. If there is a clear winner, SMHA may proceed with a recommendation to the Executive Director and Board of Commissioners.

6.2.3.4.1 Ties: In the case of a tie in points awarded, the award shall be decided by drawing lots or other random means of selection.

6.3 Mistake in the Proposal Submitted: Unless otherwise prohibited within the RFP documents, a mistake in the unit cost pricing that does not affect the total cost sum submitted, may, at

SMHA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to SMHA, for his/her review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any Proposer an advantage over another.

6.4 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at SMHA's discretion, be a reason for rejection:

6.4.1 If the forms furnished by SMHA are not used or are altered or if the proposed costs are not submitted as required and where provided.

6.4.2 If all requested completed attachments do not accompany the proposal submittal.

6.4.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the Proposer a competitive advantage over other Proposers.

6.4.4 If the Proposer adds any provisions reserving the right to accept or reject any award or to enter into contract pursuant to an award.

6.4.5 If the individual cost proposal items submitted by a specific Proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from SMHA's cost estimate for that item.

6.5 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for disqualification of a prospective Proposer and the rejection of his/her proposals:

6.5.1 Evidence of collusion among prospective Proposers. Participants in such collusion will receive no recognition as Proposer or Proposers for any future work with SMHA until such participant shall have been reinstated as a qualified Proposer or Proposers. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

6.5.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).

6.5.3 Lack of competency, lack of experience and/or lack of adequate machinery, plan and/or other resources.

6.5.4 Unsatisfactory performance record as shown by the past work for SMHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

6.5.5 Incomplete work, which in the judgement of SMHA, might hinder or prevent prompt completion of additional work, if awarded.

6.5.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

6.5.7 Failure to comply with any qualification requirements of SMHA.

6.5.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by SMHA) who will be employed by the successful Proposer(s) to complete the work of the proposed contract.

6.5.9 As required by the RFP documents, failure of the successful Proposer to be properly licensed by the City, County and/or State of Ohio and/or to be insured by a commercial general liability policy and/or workman’s compensation policy and/or business automobile liability policy, if applicable.

6.5.10 Any reason to be determined in good faith, to be in the best interest of SMHA.

6.6 Award of Proposal(s): The successful Proposer(s) shall be determined by the top-rated responsive and responsible Proposer as determined by “Best Value”, provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of SMHA, in the best interest of SMHA to accept the proposal. SMHA reserves the right to award to multiple Proposers if it is determined to be in the best interest of SMHA. SMHA reserves the right to conduct business with other companies during any contract resulting from this RFP for materials/services detailed herein, if it is determined to be in the best interest of SMHA.

7.0 INSURANCE:

7.1 If a Proposer receives an award and unless otherwise waived in the Contract, the Proposer will be required to provide an original Certificate of Insurance confirming the following minimum requirements to SMHA within 10 days of contract signature:

| Professional Liability | Required Limits |
|--|--|
| SMHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SMHA such as appraisers, inspectors, attorneys, engineers or consultants. | \$ 1,000,000.00 |
| Business Automobile Liability | Required Limits |
| SMHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SMHA properties. | \$500,000.00 combined Single limit, per occurrence |
| Workers' Compensation and Employer's Liability | Required Limits |
| Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of SAHD must be included in the Workers' Compensation policy. SMHA and its affiliates must be a Certificate Holder. | Statutory \$500,000.00 |
| Commercial General Liability | Required Limits |
| This is required for any vendor who will be doing hands on work at SMHA properties. SMHA and its affiliates must be named as an Additional Insured and as the Certificate Holder. | \$1,000,000.00 per accident \$2,000,000 aggregate |

8.0 RIGHT TO PROTEST:

- 8.1 Rights:** Any prospective or actual Proposer, offeror, or Proposer who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures.
- 8.1.1 Definition:** An alleged aggrieved “protestant” is a prospective Proposer or Proposers who feels that he/she has been treated inequitably by SMHA and wishes SMHA to correct the alleged inequitable condition or situation.
- 8.1.2 Eligibility:** To be eligible to file a protest with SMHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as prospective Proposer (i.e. recipient of the RFP documents) when the alleged situation occurred. SMHA has no obligation to consider a protest filed by a party that does not meet these criteria.
- 8.1.3 Procedure:** Any actual or prospective Proposer may protest the solicitation or award of a contract for material violation of SMHA’s Procurement Policy. Any protest against a SMHA solicitation must be received before the due date for receipt of proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Procurement & Contracting Manager for a written decision. The Procurement & Contracting Manager shall issue a written decision and findings to the Proposer within thirty (30) days from the receipt of the written protest. This decision is then appealable to the Board of Commissioners within thirty (30) days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

APPEAL OF RFP NO. OH018 0112016-COCC
Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Manager
400 East Tuscarawas Street
Canton, Ohio 44702

9.0 DISPUTES UNDER THE CONTRACT:

- 9.1 Procedures:** In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to non-binding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after the selection of the arbitrator.

10.0 ADDITIONAL CONSIDERATIONS:

- 10.1 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 SMHA or the Proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Proposer(s) and all offers submitted by the Proposer shall reflect all costs required by the successful Proposer(s) to procure and provide such necessary permits or licenses.
- 10.2 Taxes:** SMHA, a governmental entity, is exempt from Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 10.3 Governmental Standards:** It is the responsibility of the prospective Proposer to ensure that all items and services proposed conform to all Local, State and Federal laws concerning safety (OSHA) and environmental control (EPA and Stark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Proposer(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Proposer(s) for time or monies lost due to violations of any such ordinance, code, law or regulation that may occur.
- 10.4 Delivery:** All costs submitted by the successful Proposer(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Agreement. All costs in the proposal submittal shall be quoted as Free on Board (FOB) Destination, Freight Prepaid and allowed unless otherwise stated in this RFP.
- 10.4.1** The successful Proposer(s) agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Proposer. Upon default, the successful Proposer(s) agrees that SMHA may, at its option, rescind the finalized contract under the termination clause herein and seek liquidated damages as provided by law.
- 10.5 Work on SMHA Property:** If the successful Proposer's work under the contract involves operations on SMHA premises, the successful Proposer(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SMHA.
- 10.6 Estimate Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SMHA does not guarantee any minimum or maximum purchase quantity.
- 10.7 Warranty:** All items installed/provided under any contract resulting from this RFP must include a minimum of a one (1) year warranty including labor and installation plus a minimum of a one (1) year warranty from the Proposer for labor, materials and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by SMHA. This does not overrule the product guarantees.
- 10.7.1** The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

- 10.7.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 10.7.3 Assignment of Warranty:** Proposer(s) shall assign any warranties and guarantees to SMHA and provide the Proposer's Warranty for Labor and Installation to SMHA along with all Manufacturers' Warranty documents.
- 10.8 Official, Agent and Employees of SMHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of SMHA 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.
- 10.9 Subcontractors:** Unless otherwise stated within the RFP documents, the successful Proposer(s) may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract **without the prior written permission of SMHA**. Also, any substitution of subcontractors must be approved in writing by SMHA prior to their engagement.
- 10.9.1** "Prime" Proposer(s) shall provide completed Profile of Firm Form (**Attachment J**), for all subcontractors being proposed to work under this RFP or any resulting contract. SMHA must review and approve, in writing, the use of all subcontractors.
- 10.9.2** All requirements for the "Prime" Proposer(s) shall also apply to any and all subcontractors. Regardless of subcontracting, the Prime Proposer(s) remain liable to SMHA for the performance under this RFP or any resulting contract.
- 10.10 Salaries and Expenses Relating to the Successful Proposer's Employees:** Unless otherwise stated within the RFP documents, the successful Proposer(s) shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Proposer(s) further agrees to comply with all Federal, State and Local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 10.11 Independent Contractor:** Unless otherwise stated within the RFP documents or in the contract, the successful Proposer(s) is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 10.12 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 10.13 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such terms or conditions for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 10.14 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a

material breach, and SMHA may pursue compensatory and/or liquidated damages under the contract.

10.15 Limitation of Liability: In no event shall SMHA be liable to the successful Proposer(s) for an indirect, incidental, consequential or exemplary damages.

10.16 Indemnity: The Proposer shall indemnify and hold harmless SMHA and its officers, agents, representatives and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for or on account of any bodily injury or death of an employee of the Proposer(s), its agents or its subcontractors of any tier received or sustained by any persons or property growing out of, occurring or attributable to any work performed under or related to this agreement, resulting in whole or in part from the negligent acts or omissions of the Proposer(s), an subcontractors, or an employee, agent or representative of the Proposer(s) or any subcontractors, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SMHA. PROPOSER(S) ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS OF THIS AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF SMHA.**

Proposer(s) shall indemnify and hold harmless SMHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Proposer(s)*, its employees, subcontractors, suppliers, manufacturers or other persons or entities for whose acts Proposer(s) may be liable.

10.17 Public/Contracting Statutes: SMHA is a governmental entity as that term is defined in the procurement statutes. SMHA and this RFP and all resulting contracts are subject to Federal, State and Local laws, rules, regulations and policies relating to procurement.

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

10.18.1 By mutual consent if both parties, and

10.18.2 Termination for Cause: As detailed within the attached/referenced HUD Forms.

10.18.2.1 SMHA may terminate any and all contracts for default at any time in whole or in part, if the Proposer(s) fails to perform any of the provisions of any contract, 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 SMHA, fails to correct such failures within seven (7) days or such other period as SMHA may authorize or require.

10.18.2.1.1 Upon receipt of a notice of termination issued from SMHA, the Proposer(s) shall immediately cease all activities under any contract resulting from this RFP unless expressly directed otherwise by SMHA in the Notice of Termination.

10.18.2.1.2 SMHA 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.

10.18.3 **Termination for Convenience:** SMHA may terminate for convenience on a unilateral basis when the product or services is no longer needed or when it is in the best interest of SMHA.

10.18.4 The rights and remedies of SMHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

10.18.5 In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, SMHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Proposer(s) shall transfer title and deliver to SMHA any partially completed work products, deliverables, source and object code, or document that the Proposer(s) has produced or acquired in the performance of any resulting contract.

10.19 Examination and Retention of Proposer's Records: SMHA, HUD, Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under all contracts executed as a result of this RFP, have access to and the right to examine any of the Proposer's directly pertinent books, documents, papers or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts or transcriptions.

10.20 Invoicing (if applicable): Proposer(s) will only be allowed to invoice for the cost of services/goods in compliance with his/her proposal.

10.20.1 Invoices must contain a complete description of the work or service that was performed, the contract price for service, the purchase order number, contract number (if applicable), and date of service and address of service location or delivery address.

10.20.2 Proposer(s) must submit a separate invoice for each purchase order issued by SMHA unless prior approval is obtained from SMHA. **Proposer(s) must submit invoice within thirty (30) days after delivery of goods and/or services. If Proposer(s) fails to invoice within thirty (30) days after delivery of goods and/or services, SMHA reserves the right to not pay the invoice.**

10.20.3 If applicable, SMHA may make progress payments approximately every thirty (30) days as the work proceeds if work meets owner's standards, as approved by the SMHA staff. SMHA may, subject to written determination and approval of the Procurement & Contracting Manager, make more frequent payments to Procurement(s) which are qualified small business in accordance with HUD documents.

10.20.4 If offered by Proposer(s), SMHA seeks a discount for early payment. SMHA shall only take such a discount if earned.

10.20.5 Unless utilizing a progress payment schedule invoices/requests for payments shall be sent to the following address:

**Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Department
400 East Tuscarawas Street
Canton, Ohio 44702**

10.21 Inter-local Participation:

10.21.1 SMHA may from time to time enter into inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance SMHA’s purchasing power. At SMHA’s sole discretion and option, SMHA may inform other Entities that they may acquire items listed in this RFP. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Proposer’s acceptance.

10.21.2 In no event shall SMHA be considered a dealer, remarketer, agent or other representative of Proposer(s) or Entity. Further, SMHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

10.21.3 Purchase orders shall be submitted to Proposer(s) by the individual entity.

10.21.4 SMHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than SMHA.

10.22 Right to Data and Patent Rights: In addition to ownership and use rights SMHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Proposer(s) or subcontractor(s) pursuant to the terms of any resulting contracting, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

10.23 Lobbying Certification: By proposing to do business with SMHA or by doing business with SMHA, each Proposer certifies the following:

10.23.1 No Federally appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

10.23.2 If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form “Disclosure Form to Report Lobbying” in accordance with its instructions.

- 10.23.3** The successful Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.24 Applicable Statutes, Regulations & Orders: Proposer(s) shall comply with all statutes, rules, regulations executive orders affecting procurements by Housing Authorities including but not limited to:

- 10.24.1** Executive Order 11246
- 10.24.2** Executive Order 11061
- 10.24.3** Copeland “Anti-Kickback” Act (18 USC 874)
- 10.24.4** Davis Bacon Act (40 USC 276a-276a-7)
- 10.24.5** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 10.24.6** Clean Air & Water Act (42 USC 1857(h); 33 USC 1368)
- 10.24.7** Energy Policy & Conservation Act (PL 94-163. 89 STAT 871)
- 10.24.8** Civil Rights Act of 1964, Title VI (PL 88-352)
- 10.24.9** Civil Rights Act of 1968, Title VII (PL 90-284 Fair Housing Act)
- 10.24.10** Age Discrimination Act of 1975
- 10.24.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 10.24.12** HUD Information Bulletin 909-23
- 10.24.13** Immigration Reform & Control Act of 1986
- 10.24.14** Fair Labor Standards Act (29 USC 201 et. Seq.)

10.25 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The aforementioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessarily applicable nor is an omission of such statute, regulation or executive order intended to indication that it is not applicable.

10.26 Conflicting Conditions: In the event there is a conflict between the documents comprising this RFP and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached/referenced HUD forms and the terms/conditions in the body of any resulting contract; (2) the RFP; and (3) Proposer’s Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

- 10.27 Contract Form:** SMHA will not execute a contract on the successful Proposer's form. Contracts will only be executed on SMHA's form. By submitting a proposal, the successful Proposer agrees to this condition. However, SMHA will consider any contract clauses that the Proposer wishes to include therein, but the failure of SMHA to include such clauses does not give the successful Proposer the right to refuse to execute SMHA's contract form. It is the responsibility of each prospective Proposer to notify SMHA, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final execute contract. SMHA will consider such clauses and determine whether or not to amend the contract.
- 10.28 Force Majeure:** Neither SMHA nor Proposer(s) shall be held responsible for delays nor default caused by fire, flood, riots, acts of God or war where such cause was beyond, respectively, SMHA or Proposer's reasonable control. Proposer(s) shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.
- 10.29 Most Favored Customer:** The Proposer(s) agrees that if during the term of any resulting contract, the Proposer(s) enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting contract at SMHA's option, will be amended to afford equivalent advantage to SMHA.
- 10.30 Lapse in Insurance Coverage:** In the event Proposer(s) fails to maintain insurance as required by a resulting contract, the Proposer(s) shall immediately cure such lapse in insurance coverage at the Proposer's expense, and pay SMHA in full for all costs and expenses incurred by SMHA under this contract as a result of the Proposer's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to SMHA's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Proposer(s). Moreover, SMHA shall retain from monies or payments owe to Proposer(s) by SMHA five percent (5%) of the value of the contract and place this retainage into an account to cover SMHA's potential exposure to liability during the period of such lapse. This retainage shall be held by SMHA until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against SMHA for any matter that should have been covered by the required insurance

11.0 PRICE ESCALATION:

- 11.1** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The contract period will be for one (1) year with four (4) one (1) year options to renew for a maximum total of five (5) years. The successful Proposer guarantees, by submitting a proposal, that he/she will guarantee or hold without an increase all proposed costs for a period of 2 years. For the 3rd, 4th, and 5th year contract periods, if the successful Proposer chooses to not hold or guarantee the originally proposed costs, SMHA will not force the successful proposer to renew the contract at the original pricing but will have the option to conduct a new competitive solicitation process, which the successful proposer may respond to (unless otherwise barred by the Authority for default or poor performance or other similar cause); and the successful proposer may only do so by delivery to the Authority of a written notice delivered to the Procurement & Contracting Manager at least 120 days prior to the end of the contract period.

Attachment A

Scope of Work/Technical Specifications

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

A1.0 Scope of Work/Technical Specifications: SMHA is seeking proposals from qualified, licensed and bonded entities to provide the following detailed services:

A1.1 HUMAN RESOURCE INFORMATION SYSTEMS

A1.1.1 General Information

- A1.1.1.1** Seamless integration between Payroll, General Ledger, Financial Statements and Human Resources data
- A1.1.1.2** Capacity to handle status changes for a minimum of 250 employees, both regular and seasonal/temporary, full-time, and part-time.
- A1.1.1.3** Successfully handle varied “standard” hours
- A1.1.1.4** Capacity to handle multiple types of accruals (annual, fiscal year, monthly) for varied benefits
- A1.1.1.5** Easy, intuitive navigation

A1.1.2 Employee Access

- A1.1.2.1** View online pay stubs and W-2s
- A1.1.2.2** Select their benefits options through open enrollment
- A1.1.2.3** New Hire entry of own data, i.e., personal data, beneficiary, emergency contact, Equal
- A1.1.2.4** Employment Opportunity (EEO) race and ethnicity classifications, etc.
- A1.1.2.5** Management of employee’s own personal information
- A1.1.2.6** Provide for ability for current employees to apply for positions electronically
- A1.1.2.7** Sign up for training, with a supervisory approval step
- A1.1.2.8** Access to Company Intranet – forms, handbook, etc.

A1.1.3 Supervisory

- A1.1.3.1** Access employee records
- A1.1.3.2** Receive notifications of various events that impact employees (performance review dates)
- A1.1.3.3** Create, run, and access various employee and departmental reports
- A1.1.3.4** Review and approve employee timesheets

A1.1.4 Benefits Administration

- A1.1.4.1** Ability to upload files to benefit vendor systems for new hires, terminations, changes
- A1.1.4.2** Administering employee benefits and conducting open enrollment
- A1.1.4.3** Produce census reports
- A1.1.4.4** Customizable reports for census, self-billing
- A1.1.4.5** Must seamlessly integrate with the payroll system such that election changes update payroll deductions

- A1.1.4.6** Benefit plans
 - A1.1.4.6.1** Checks/balances that prohibit employees from making unauthorized changes
 - A1.1.4.6.2** Customizable for open enrollment & employee changes

- A1.1.4.6.3** Automatic premium updates for age and salary benefit calculations
- A1.1.4.6.4** Adjustment of insurance amounts when a salary increases/decreases
- A1.1.4.6.5** Group uploads for enrollments
- A1.1.4.6.6** Ability to handle calendar/fiscal/anniversary based benefit plans
- A1.1.4.6.7** COBRA Tracking/Billing
- A1.1.4.6.8** FMLA Tracking

- A1.1.4.7** Employee Benefit Statements
 - A1.1.4.7.1** Include both employee and employer costs for all applicable benefits
 - A1.1.4.7.2** Customizable
 - A1.1.4.7.3** Online benefit enrollment

- A1.1.4.8** Reporting
 - A1.1.4.8.1** Benefit premium reports
 - A1.1.4.8.2** HIPAA reporting

A1.1.5 Training/Education

- A1.1.5.1** Schedule and manage diverse training – required, general, new hire orientation
- A1.1.5.2** Keep track of the participants
- A1.1.5.3** Audit required certifications/licenses/degrees

A1.1.6 Performance

- A1.1.6.1** Set up reminders for upcoming or past-due performance reviews
- A1.1.6.2** Create employee performance reviews templates
- A1.1.6.3** Allow employees to view their performance review history
- A1.1.6.4** Tracking and reporting for employee performance issues/disciplinary actions

A1.1.7 Recruitment/Selection

- A1.1.7.1** Tracking from applicant to hire, including sourcing info, hire costs, etc.
- A1.1.7.2** Allow for separate classes: Internships, Volunteers

A1.1.8 Position Control/Budgeting

- A1.1.8.1** Manage salaries, pay grades
- A1.1.8.2** Entry and tracking of all status changes: new hires, terminations, leaves, promotions, transfers and more
- A1.1.8.3** Production of organizational chart/hierarchy
- A1.1.8.4** Compensation planning tools
- A1.1.8.5** Position control such that system prohibits an employee hire/transfer if a position does not appear as "vacant"
- A1.1.8.6** Position allocation function

A1.1.9 Compensation

- A1.1.9.1** Tracking employee salary and status changes over time
- A1.1.9.2** Analytical reports for budget and compensation studies and analysis
- A1.1.9.3** Ability to enter and track Supplemental Pay (i.e., Phone Allowance)
- A1.1.9.4** Report showing full cost of pay and benefits

A1.1.10 General Administration

- A1.1.10.1** Configurable security levels for employee/manager/senior management access
- A1.1.10.2** Monitoring key information for compliance reporting, such as EEO-1, workers' compensation, workplace accidents, and OSHA forms
- A1.1.10.3** Viewing and reprinting employee pay stubs and W-2s
- A1.1.10.4** Managing security and user access to your company's critical HR data
- A1.1.10.5** Workflow Management: Easily track workflow processes online
- A1.1.10.6** Email alerts/notifications when an approval is needed or if a change has been made.
- A1.1.10.7** Audit trails
- A1.1.10.8** Asset management of assigned tools/equipment, etc.
- A1.1.10.9** I-9 tracking

A1.1.11 Safety/Risk

- A1.1.11.1** Tracking of safety and worker's compensation information

A1.1.12 History/Record Keeping

- A1.1.12.1** Unlimited history for each employee
- A1.1.12.2** On-line help screens available for all screens and processes
- A1.1.12.3** Corrections be made to historical, current, and future records
- A1.1.12.4** Effective accommodation of effective dating for future or past dates
- A1.1.12.5** Effective processing of multiple transactions for an employee when transactions all have the same effective date
- A1.1.12.6** System storage of scanned documents or picture images
- A1.1.12.7** System setup of non-employees or those who are non-paid (Board Supervisors, Interns, Volunteers)
- A1.1.12.8** Data archiving capabilities for inactive/terminated employees

A1.1.13 Reporting

- A1.1.13.1** Provision of an integrated, user friendly, ad hoc report writing tool
- A1.1.13.2** Easy report generation from all fields available from all systems (payroll, HR, GL)
- A1.1.13.3** Flexibility for user to define selection criteria, data ranges, sorting and grouping options, and report output, so as to allow customizable reporting
- A1.1.13.4** Provision of both "point-in-time" as well as historical reporting capabilities
- A1.1.13.5** Ability to handle consolidated reporting across governments/organizations
- A1.1.13.6** Ability to schedule standard reports
- A1.1.13.7** Ability to save queries both "globally" as well as "personally" so that users are not inundated with a barrage of queries in the drop down list
- A1.1.13.8** EEO-1

- A1.1.13.9** Any other governmental mandated reports
- A1.1.13.10** OSHA
- A1.1.13.11** Ability to print single employee records
- A1.1.13.12** Workers Comp

A1.1.14 Customer Service/Training

- A1.1.14.1** Provide a dedicated customer service representative and a designated back-up
- A1.1.14.2** On-site training for supervisors and employees on the time and attendance module, at least
 - A1.1.14.2.1** EXAMPLE: 10 different class cycles of same training for staff of over 100 employees. Classes must be on at least four separate days, including three consecutive.
- A1.1.14.3** Two on-site training sessions on time and attendance module each year for refresher training
 - A1.1.14.3.1** EXAMPLE: On-site training for HR and Finance Department staff (at least 16 hours) on management and use of software.
- A1.1.14.4** User tools for employees, managers and HR staff
- A1.1.14.5** In person and online training materials provided for separate levels of usage, i.e., employee, manager system user

A1.2 PAYROLL PROCESSING

A1.2.1 Employee categories

- A1.2.1.1** Provide a time and labor recording system consistent with FLSA that can accurately account for the following employees categories:
 - A1.2.1.1.1** General employees non-exempt from the overtime rules in FLSA that requires payment of overtime worked in excess of 40 hours in a five-day work week
 - A1.2.1.1.2** General employees exempt from the FLSA overtime rules
 - A1.2.1.1.3** General employees may be also categorized as:
 - A1.2.1.1.3.1** Permanent or temporary
 - A1.2.1.1.3.2** Full-time or part-time

A1.2.2 General Processing

- A1.2.2.1** Ability to process mass changes of variable amounts (such as charitable deductions, merit payments, etc.)
- A1.2.2.2** Ability for employees to update electronically W-4 forms, direct deposit elections, etc.
- A1.2.2.3** Ability to perform year-end corrections/adjustments as needed up to cut-off time for yearend W-2 generation
- A1.2.2.4** Ability to make one-time, recurring or term (specified number of pay periods) benefit deductions
- A1.2.2.5** Ability to allocate pay &/or hours of an employee between departments
- A1.2.2.6** Automated deduction payments for insurance, retirement, workers comp and other payments by Agency.
- A1.2.2.7** Ability to provide for disaster recovery, both for the vendor site and our site

- A1.2.2.8** Hardware requirements and software licenses required by the vendor for each of our users must be specified and a cost provided for each license

A1.2.3 Payroll Record Keeping

- A1.2.3.1** System must create a “permanent” record for each employee that will include information that does not change from pay period to pay period. The update of this record must be limited and password protected.
- A1.2.3.2** Each employee will be assigned an employee number that will remain unchanged while employed by the Agency. The number must be at least capable of 5 digits (99,999 discrete numbers).
- A1.2.3.3** At minimum the permanent file will include items such as personal information (i.e., name, SSN, address, telephone number, emergency contact), and also payroll elections related to withholding (W-4), allotments, deductions and the like.
- A1.2.3.4** It should be index-able by name, employee number and other criteria as defined by the Agency.

A1.2.4 Payroll Processing

- A1.2.4.1** Successful respondent must provide the following services:
 - A1.2.4.1.1** The payroll company must accurately and timely process 26 (or 27) bi-weekly payrolls based on timeframe to be designated by the Agency
 - A1.2.4.1.2** The company must be able to seamlessly accept payroll information from Agency by time to be designated by Agency, and deliver earnings and leave statements and checks within 2 days or less
 - A1.2.4.1.3** Direct deposits must be posted to bank accounts on pay date
 - A1.2.4.1.4** Payroll Company must provide W-2 forms to Agency for distribution no later than second pay date in January
 - A1.2.4.1.5** Prepare the quarterly/annual forms and submit to the federal and state agencies by required deadline
 - A1.2.4.1.6** Remit all payroll taxes to federal and state agencies on bi-weekly basis within prescribed time frames
 - A1.2.4.1.7** Prepare all required reports to Ohio Public Employees Retirement System (OPERS) by required deadlines
 - A1.2.4.1.8** Remit all payments to OPERS within prescribed time frames
 - A1.2.4.1.9** Prepare special checks or accept manual checks for error correction purposes
 - A1.2.4.1.10** Prepare and remit garnishments and tax levies as required as part of each payroll cycle

A1.2.5 Payroll Reporting

- A1.2.5.1** Prepare payroll reports and provide to the Agency the following as a minimum:
 - A1.2.5.1.1** Federal and state agencies forms filing
 - A1.2.5.1.2** Leave and earnings report for each employee each pay period
 - A1.2.5.1.3** Summary and detail leave report by department

- A1.2.5.1.4** Summary and detail earnings report by department
- A1.2.5.1.5** Summary and detail deduction reports by department
- A1.2.5.1.6** As required inquiry reports
- A1.2.5.1.7** OPERS reports
- A1.2.5.1.8** Special reports/projects requested by Agency staff.
- A1.2.5.1.9** Reports must be capable of being downloaded to Excel.
- A1.2.5.1.10** Provision of reports in electronic storage format required.

A1.2.6 Time Categories

- A1.2.6.1** Hours worked
- A1.2.6.2** Paid leave
- A1.2.6.3** Vacation leave
- A1.2.6.4** Sick leave
- A1.2.6.5** FMLA leave
- A1.2.6.6** Holiday leave
- A1.2.6.7** Executive leave
- A1.2.6.8** Bereavement
- A1.2.6.9** Jury Duty
- A1.2.6.10** Comp Time
- A1.2.6.11** Military
- A1.2.6.12** Non-paid leave
- A1.2.6.13** Administrative leave
- A1.2.6.14** FMLA leave
- A1.2.6.15** LWOP
- A1.2.6.16** On-Call
- A1.2.6.17** Pager Pay

A1.2.7 Accruals

- A1.2.7.1** System must be able to handle multiple varieties of accruals
- A1.2.7.2** In addition, system must be able to also take on additional classes of employees in the future if Agency desired (i.e., PT employees)

A1.2.8 Holidays

- A1.2.8.1** We currently provide the following holidays to our employees. The system must account for them, as well as be able to add, or delete, holidays as needed:

- A1.2.8.1.1** New Year's Day
- A1.2.8.1.2** Martin Luther King Day
- A1.2.8.1.3** President's Day
- A1.2.8.1.4** Memorial Day
- A1.2.8.1.5** Independence Day
- A1.2.8.1.6** Labor Day
- A1.2.8.1.7** Columbus Day
- A1.2.8.1.8** Veteran's Day
- A1.2.8.1.9** Thanksgiving Day
- A1.2.8.1.10** Friday after Thanksgiving Day
- A1.2.8.1.11** Christmas Day (Christmas Eve)
- A1.2.8.1.12** Personal Days (3 separate designations)

A1.2.9 Implementation

- A1.2.9.1** Data conversion of payroll files from Agency/current vendor files:
 - A1.2.9.1.1** Timeline for conversion and implementation of new system must be provided
 - A1.2.9.1.2** List of vendor team that will be assigned to this task, including the designated project manager to include assistance in setting up payroll record for each existing employee

A1.3 TIME AND ATTENDANCE

A1.3.1 An electronic time and attendance module must be provided that will allow the daily posting of time by each employee and the certification of correctness by a member of the supervisory chain of command. This includes all categories of work time and leave time as specified by the Agency. The ability to assign employee work schedules through this system is preferable.

A1.3.2 Employee/Supervisor Accessibility:

- A1.3.2.1** The electronic time and attendance system must be accessible via PCs, both at home (For Directors only) and office. There must be an access system at remote sites that may not have a computer.

A1.3.3 General

- A1.3.3.1** Multiple data entry/collection options
- A1.3.3.2** Employee Scheduling:
 - A1.3.3.2.1** Create, view or change employees' schedules
 - A1.3.3.2.2** Supervisors can create schedules that employees can view by month, week, or day
 - A1.3.3.2.3** Time Sheet Management
 - A1.3.3.2.4** Data can be reviewed and edited for tracking purposes
- A1.3.3.3** Reporting Capabilities:
 - A1.3.3.3.1** Combination of "canned" and user-generated reports
 - A1.3.3.3.2** Ease of report writing
 - A1.3.3.3.3** Manager/Employee Self Service
 - A1.3.3.3.4** Managers: approve requests, enter sick, holiday, jury duty, or other non-work time comparative between approved vs. pending requests
 - A1.3.3.3.5** Management approval hierarchies for review/edit/sign off on time and attendance
 - A1.3.3.3.6** Employees: enter, review, transfer, and submit time sheets & PTO requests balances both on paychecks as well as system access
- A1.3.3.4** Exception Handling:
 - A1.3.3.4.1** Input of atypical schedules,
 - A1.3.3.4.2** Accruals of atypical PTO

- A1.3.3.5** Reports:
 - A1.3.3.5.1** View a wide range of standard reports or generate custom reports
 - A1.3.3.5.2** Reports of balances for employee/division/department
- A1.3.3.6** Customize rules and accruals:
 - A1.3.3.6.1** Specify our own overtime, rounding, lunch and holiday rules
 - A1.3.3.6.2** Automate complex rules for accumulating vacation, sick time and other types of benefit accruals
- A1.3.3.7** Labor Distribution:
 - A1.3.3.7.1** Allocate time to different departments/locations. System must be able to print a general ledger distribution by pay period, by month and YTD that agrees with the general ledger and the financial statements. Detail must include the wages / salary and the fringe benefit costs by employee by cost center (Property code) by the line item general ledger account number (currently 4110-00-0000 Administrative Salaries; 4110-30-0000 Development Salaries; 4200-00-0000 Tenant Services Salaries; 4410-00-0000 Maintenance Wages; 4580-00-0000 Security Wages and related fringe benefits accounts) shown on the financial statements.
- A1.3.3.8** Leave Management:
 - A1.3.3.8.1** Automate the administration of paid time off

PLEASE NOTE: Any brand names provided are samples only so that Proposers have a better understanding as to the minimum product standards that SMHA desires. As required by HUD regulation, Proposers may, propose an "equal" or "same as" product, as long as such product is substantially equivalent to the products identified above. Also, all specifications are subject to normal manufacturing tolerances.

Attachment B
Form of Proposal

FORM OF PROPOSAL

B1.0 Submittal Checklist:

B1.1. Instructions: Instructions: THIS FORM IS MANDATORY AND SHALL BE FULLY COMPLETED AND SUBMITTED UNDER TAB 1 OF THE PROPOSAL SUBMITTAL. Unless otherwise specifically required, the items listed below shall be completed and included in the proposal submittal. Descriptions of each requirement can be found in Section 5.0 Form of Proposal. **Do not omit any tabs, if the information requested does not apply please put “Not Applicable” under the accompanying tab in the submittal. FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTAL FROM CONSIDERATION FOR AWARD.** Complete this form by marking an “X”, where provided, to verify that the referenced complete form or information has been included within the “hard copy” submittal submitted by the Proposer. Submit one (1) unbound original, four (4) bound copies and one (1) electronic copy (CD) of the following documents:

| X | Tab # | Documents Required in Submittal | Attachments* |
|---|-------|---|--------------|
| | 1 | Form of Proposal | B |
| | 2 | Proposal Fee Sheet (including acknowledgement of Addenda & HUD Forms)** | C |
| | 3 | HUD Form 5369-C (fully executed) | D |
| | 4 | Proposer’s Certification Form | E |
| | 5 | Section 3 Documentation | F/G/H |
| | 6 | Small Business (SWMBE) Utilization Plan | I |
| | 7 | List of Past Performance/Experience/Client Information | J |
| | 8 | List of Subcontractors/Joint Venture Information | K |
| | 9 | Copy of Business License | - |
| | 10 | Copy of Insurance Certificate | - |
| | 11 | Copy of Workman’s Compensation Certificate | - |
| | 12 | Profile of Firm Form | L |
| | 13 | Proposed Services | - |
| | 14 | Other Information | - |

B1.2 By signing below, the Proposer agrees that all of the aforementioned Tabs have been included in their proposal submittal, and acknowledge that any of the required information, including this page, omitted from the proposal submittal may result in their proposal being disqualified from consideration for award.

Signature

Date

Please see Section 5.0 for detailed instructions on what to include under each tab. Just because there is not an attachment listed does not mean there is nothing to submit under said tab, nor does a listed attachment mean that the attachment is the **only item to be submitted under said tab.*

***Please see Section 5.3.2 for detailed instructions on submitting the Proposal Fee Sheet.*

Attachment C

Proposal Fee Sheet

PROPOSAL FEE SHEET

C1.0 Entry of Proposed Fees: Each Proposer must provide the proposed unit fees for each listed service in the appropriate column based on their pricing structure. Such fees shall be a firm fixed price, inclusive of all related costs required to deliver the services, including but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; fuel surcharges; etc. Please note that such costs are all inclusive of all elements required to provide these services as specified herein and each fee proposed shall be fully “burdened”. Proposers shall write ‘N/A’ in all boxes that do not apply to their pricing structure. In the instance there is no charge for a line item, Proposers shall put \$0.00 in the box. If the Proposer charges a flat monthly fee for all services requested, this cost shall be reflected in the row marked ‘Optional’.

| Line Items | Costs | | | | | |
|---|-------------|-----------|---------|--------|-------|----------------|
| | Annual/Flat | Quarterly | Monthly | Hourly | Lease | Purchase Price |
| 12 Time Clocks/Hand Punch (Biometric) | | | | | \$ | \$ |
| End of Year (EOY) W-2 preparation & mailing | \$ | | | | | |
| COBRA services | \$ | \$ | \$ | | | |
| One time start-up & configuration costs | \$ | | | | | |
| Bi-weekly payroll processing (Mandatory Direct Deposit) | \$ | \$ | \$ | | | |
| Monthly, quarterly, and annual tax related filings and payments, including garnishments | \$ | \$ | \$ | | | |
| Ohio Public Employees Retirement System (OPERS) reporting | \$ | \$ | \$ | | | |
| Worker’s Compensation reporting | \$ | \$ | \$ | | | |
| Cost of special programing, if any | | | | \$ | | |
| Affordable Care Act reporting | \$ | \$ | \$ | | | |
| Direct Deposit fee, if any | \$ | \$ | \$ | | | |
| Time and Attendance component | \$ | \$ | \$ | | | |
| HR/Applicant tracking/On Boarding component | \$ | \$ | \$ | | | |
| On-line benefits administration component | \$ | \$ | \$ | | | |
| EEOC compliance component | \$ | \$ | \$ | | | |
| Optional: All of the above monthly price | | | \$ | | | |

Note: Prices above should be based on 120 employees. Attach additional detailed information, under Tab 13 of the proposal submittal, which would be beneficial to SMHA understanding the pricing associated with your products and services.

C2.0 HUD Form Acknowledgements (In addition to HUD 5369-C submitted under tab 3. Acknowledge with a signature and date).

C2.1 HUD 5369-C _____ **Date** _____

C2.2 HUD 5369-B _____ **Date** _____

C2.3 HUD 5370-C _____ **Date** _____

C3.0 Addenda Acknowledgements (acknowledge with a signature and date)

C3.1 Addendum #1 _____ **Date** _____

C3.2 Addendum #2 _____ **Date** _____

C3.3 Addendum #3 _____ **Date** _____

C3.4 Addendum #4 _____ **Date** _____

C4.0 Section 3 Preference (as defined in Attachment H). Select one.

C4.1 _____ **None**

C4.2 _____ **Priority I**

C4.3 _____ **Priority II**

C4.4 _____ **Priority III**

C4.5 _____ **Priority IV**

C4.6 _____ **Priority V**

C4.7 _____ **Priority VI**

C4.8 _____ **Priority VII**

C5.0 Company Name/Contact Information

C5.1 Company Name: _____

C5.2 Address: _____

C5.3 Phone: _____

C5.4 Email: _____

C5.5 Authorize Agent Signature: _____

C5.6 Authorize Agent Name (Printed): _____

Note: Any quantities included on the Proposal Fee Sheet are for calculating purposes only. As may be further detailed herein, SMHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP.

Attachment D

HUD Form 5369-B

HUD Form 5369-C

HUD Form 5370-C

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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Section I - Clauses for All Non-Construction Contracts greater than \$100,000
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1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

=====
Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000
=====

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Attachment E

Proposer's Certification

PROPOSER'S CERTIFICATION

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

- E1.0** He/she has full 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,
- E2.0** Items for which Proposers were provided herein will be delivered as specified in the proposal,
- E3.0** In performing this contract, the Proposer(s) shall comply will any and all applicable Federal, State, and Local laws including but not limited to: Occupation Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- E4.0** Proposer agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this proposal shall constitute an offer, which, if accepted by SMHA and subject to the terms and conditions of such acceptance, shall result in a contract between SMHA and the undersigned Proposer,
- E5.0** 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,
- E6.0** Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business,
- E7.0** Proposer has not received compensation for participation in the preparation of the specifications for this RFP,
- E8.0 Non-Collusive Affidavit:** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said Proposer 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 bidding, 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 SMHA or any person interested in the proposed contract and that all statements in said proposal are true,
- E9.0** He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspend 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 withheld if this certification is inaccurate,
- E10.0 Lobbying Prohibition:** The Proposer(s) agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of federally appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract the making of any federal grant the making of any federal loan the entering into any cooperative agreement or the modification of any federal contract, grant, loan, or cooperative agreement.

Signed: _____

Print Name: _____

Print Company Name: _____

Date: _____

Seal (if Corporation)

Attachment F

Section 3 Clause

SECTION 3 CLAUSE

This affidavit must display an original signature and notary seal.

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ County: _____

Business Phone: _____ Fax Number: _____

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

in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I certify that I have read the above information and understand the Section 3 requirements and numerical goals.

NOTARIZATION: (Only sign in the presence of a Notary Public)

Signature

Print Name

Title

Date

State of _____ County of _____ on this _____ day of _____ 20_____,
before me appeared _____ acknowledging that he/she has read and
understands the Section 3 requirements and numerical goals set forth.

Notary Signature

Commission Expiration

Notary Seal

Attachment G

Section 3 Business Self-Certification (Optional)

SECTION 3 BUSINESS SELF-CERTIFICATION

Optional, only to be submitted by those Businesses seeking to be Section 3 Certified.

Business Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ County: _____

Business Phone: _____ Fax Number: _____

Email Address: _____

Contractor's License: Class A B C N/A License Number: _____

Business License Number: _____ Federal ID Number: _____

Type of Business: _____

Types of Section 3 Business Enterprises

Please check "Yes" or "No". If you answer "Yes" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. Is fifty-one percent (51%) of your business owned by a Section 3 resident*; or

Yes No

2. Are at least thirty percent (30%) of your full time employees persons that are currently Section 3 residents*, or within three (3) years of the date of first employment with the business concern were Section 3 residents*; or

Yes No

3. Can you provide evidence, as required, of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs?

Yes No

Verification- The Company hereby agrees to provide, upon request, documents verifying the information provided on this form.

I declare and affirm, under penalty of law, that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative

Date

*Section 3 resident is: 1) Resident of Public and Indian Housing; or 2) Resident of the Metropolitan Area or Non-Metropolitan County that meet the definition of Low and Very Low Income.

Attachment H

Preference for Section 3 Business Concerns in Contracting Opportunities (Reference)

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

SMHA will award a maximum of 15 additional Economic Inclusion points to the RFP Evaluations for Proposers claiming a Section 3 priority. Section 3 priority shall be identified on the Proposal Fee Sheet (**Attachment C**). SMHA may request additional documentation from any Proposer claiming a Section 3 priority. SMHA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

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

Priority II

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

Priority III

Business concerns that are fifty-one percent (51%) or more owned by residents of any other housing development or developments.

Priority IV

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

Priority V

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

Priority VI

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

Priority VII

Business concerns that subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern. Such documentation shall be included in the proposal and submitted under tab 5.

Attachment I

Small Business (SWMBE) Utilization Plan

Attachment J

List of Past Performance/Experience/Client Information

LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

J1.0 Instructions: The Proposers shall submit three (3) former or current clients, preferably other than SMHA, for whom the Proposer has performed similar or like services to those being proposed herein

J2.0 List of Past Performance/Experience/Client Information

J2.1 Client #1

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

J2.2 Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

J2.3 Client #3

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Attachment K

List of Subcontractors/Joint Venture

LIST OF SUBCONTRACTORS/JOINT VENTURE

K1.0 Subcontractors

K1.1 Will this project have subcontractors? (Check One) _____ Yes _____ No

K1.1.1 If "Yes", proceed to K1.2. If "No", proceed to I2.0.

K1.2 Instructions: Please list all subcontractors (including contact information) that will be working on any projects resulting from this contract. Each subcontractor shall provide: Profile of Firm Form and Section 3 Paperwork. Attach additional pages if needed.

K1.2.1 List of Subcontractors

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

I2.0 Joint Venture

I2.1 Will this project be a joint venture? (Check One) _____ **Yes** _____ **No**

I2.1.1 If “Yes”, proceed to I2.2. If “No”, no additional information is needed for this tab.

I2.2 Instructions: Please list all companies involved in the joint venture (including contact information). Each company shall provide: Profile of Firm Form, and Section 3 Paperwork. Attach additional pages if needed.

I2.2.1 List of Joint Venture Companies

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached:

Note: Usage of a subcontractor will be contingent upon SMHA’s prior written approval.

Attachment L

Profile of Firm Form

PROFILE OF FIRM FORM

L1.0 Instructions: Please complete this Form in its entirety and submit it under tab 12 of the proposal submittal. If additional space is needed, please attach a separate sheet.

L1.1 Prime ____ Subcontractor ____ (This form must be completed by and for each).

L1.2 Name of Firm: _____ Telephone: _____ Fax: _____

L1.3 Street Address, City, State, Zip: _____

L1.4 Please attach a brief biography/resume of the company, including the following information:

L1.4.1 Year Firm Established

L1.4.2 Year Firm Established in Stark County, Ohio

L1.4.3 Former Name and Year Established (if applicable)

L1.4.4 Name of Parent Company and Date Acquired (if applicable).

L1.5 Identify Principals/Partners in Firm .

| Name | Title | % of Ownership |
|------|-------|----------------|
| | | |
| | | |
| | | |
| | | |

L1.6 Identify the individual(s) that will act as the project manager and any other supervisory personnel that will work under this contract.

| Name | Title |
|------|-------|
| | |
| | |
| | |
| | |

L1.6 Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter, where provided, the correct percentage (%) of ownership of each:

L1.6.1 ____ Caucasian American (Male); _____% ownership

L1.6.2 ____ Public-Held Corporation; _____% ownership

L1.6.3 ____ Government Agency; _____% ownership

L1.6.4 ____ Non-Profit Organization; _____% ownership

- L1.7** 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:
- L1.7.1** ___ Resident-Owned; _____% ownership
 - L1.7.2** ___ African American-Owned; _____% ownership
 - L1.7.3** ___ Native American-Owned; _____% ownership
 - L1.7.4** ___ Hispanic American-Owned; _____% ownership
 - L1.7.5** ___ Asian/Pacific American-Owned; _____% ownership
 - L1.7.6** ___ Hasidic Jew-Owned; _____% ownership
 - L1.7.7** ___ Asian/Indian American-Owned; _____% ownership
 - L1.7.8** ___ Women-Owned (MBE); _____% ownership
 - L1.7.9** ___ Women-Owned (Caucasian); _____% ownership
 - L1.7.10** ___ Disabled Veteran-Owned; _____% ownership
 - L1.7.11** ___ Other-Owned (specify below); _____% ownership
 - L1.7.11.1** Other: _____
 - L1.7.11.2** Other: _____
 - L1.7.11.3** Other: _____
 - L1.7.12** W/MBE Certification # (Not required- provide if available): _____
 - L1.7.13** Certified by (Agency): _____
- L1.8** Federal Tax ID Number: _____
- L1.9** Stark County, Ohio Business License No. (if applicable): _____
- L1.10** State of Ohio License Type and No. (if applicable): _____
- L1.11** Worker's Compensation Insurance Carrier: _____
- L1.11.1** Policy Number: _____ Expiration Date: _____
- L1.12** General Liability Insurance Carrier: _____
- L1.12.1** Policy Number: _____ Expiration Date: _____
- L1.13** Professional Liability Insurance Carrier: _____
- L1.13.1** Policy Number: _____ Expiration Date: _____
- L1.14** 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 Ohio, or any local government agency within or without the State of Ohio? (Check one)
- L1.14.1** ___ Yes (if yes, please attach a full detailed, explanation, including dates, circumstances and current status)
 - L1.14.2** ___ No

L1.15 Disclosure Statement: Does this firm or any principal(s) thereof have any current, past personal or professional relationship with an Commissioner or Officer of Stark Metropolitan Housing Authority? (Check one)

L1.15.1 _____ Yes (if yes, please attach a full detailed, explanation, including dates, circumstances and current status)

L1.15.2 _____ No

L1.16 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 SMHA discovers that any information entered herein is false, that shall entitle SMHA to not consider nor make aware or to cancel any award with the undersigned party.

L1.17 Completed By:

L1.17.1 Company Name: _____

L1.17.2 Address: _____

L1.17.3 Phone: _____

L1.17.4 Email: _____

L1.17.5 Authorize Agent Signature: _____

L1.17.6 Authorize Agent Name (Printed): _____