

**REQUEST FOR PROPOSALS (RFP)
FOR
INTERNET SERVICE PROVIDER
STARK METROPOLITAN
HOUSING AUTHORITY
AND
AFFILIATED ENTITIES**

RFP #08282020D-COCC

Prepared by:
PROCUREMENT & CONTRACTING DEPARTMENT

The Stark Metropolitan Housing Authority
400 East Tuscarawas Street
Canton, OH 44702

TABLE OF CONTENTS

Introduction	3
RFP Information at a Glance	4
General Information	5
SMHA's Reservation of Rights	5
Conditions to Bid	7
Form of Proposal	8
Proposal Evaluation	10
Insurance	12
Right to Protest	13
Disputes Under the Contract	13
Additional Considerations	13
Price Escalation	19

Attachments:

Attachment A: Scope of Work/Technical Specifications	21
Attachment B: Form of Proposal	23
Attachment C: Proposed Costs	24
Attachment D: Proposers Certification Form	26
Attachment E: HUD Forms	28
Attachment F: Section 3 Clause	39
Attachment G: Section 3 Business Self-Certification (Optional)	42
Attachment H: Preference for Section 3 Business Concerns	44
Attachment I: Small Business (SWMBE) Utilization Plan	46
Attachment J: List of Past Performance/Client/Experience	48
Attachment K: Profile of Firm Form	51
Attachment L: Vendor Registration Form	55
Attachment M: Non-Collusive Affidavit	63

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 2546 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)

Its primary activity is the ownership and management of over 2,500 public housing units. It also administers rental assistance for almost 1, 700 privately owned rental units through the Section 8 program. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

The Stark Metropolitan Housing Authority is seeking proposals from qualified, licensed and bonded entities with demonstrated competence and experience to provide

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#

Due Date and Time: November 10, 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 Specialist 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, 3 bound copies and 1 electronic copy (CD or Flash Drive) of your proposal to SMHA Procurement & Contracting Department in the format as described under item 5.0, Form of Proposal. Use the submittal checklist (Form of Proposal- Attachment B) on page 23.
DATE ISSUED	October 16, 2020
Q & A DEADLINE	November 3, 2020 by 12:00 P.M.
RFP SUBMITAL RETURN & DEADLINE	November 10, 2020 at 2:00 P.M. SMHA Procurement & Contracting Department 400 East Tuscarawas Street Canton, Ohio 44702
ANTICIPATED AWARD DATE	November 2020

REQUEST FOR PROPOSAL

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 internet services. The initial term of the service agreement (Contract) will be (3) year(s) with two (2) additional one (1) year renewal options. Renewal Options must be agreed to in writing by both parties.
- 1.2 Prospective Proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal, 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 consider 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 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 reserves 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 Proposers.
- 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 of 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 **Internet Service Provider** 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 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.

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 the RFP, it shall be each prospective Proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.
- 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 Specialist 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** Proposers 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 E. Tuscarawas Street
Canton, OH 44702**

**RFP # 08282020D-COCC
Due Date and Time: November 10, 2020; 2:00 P.M. (EST)
PROPOSALS INCLUDED- DO NOT OPEN**

- 4.3.2 Withdrawal of Proposals:** Proposals may be withdrawn as detailed within **Section 6 of Form HUD-5369-B, 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 deadline. Any such request shall

contain a full explanation of any purported error and shall, if requested by SMHA, be supported by the original calculations on which the proposal was computed, together with 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 the SMHA Contract and Procurement Specialist, 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 also be included. SMHA reserves the right to agree with the prospective Proposer and issue a revision to the applicable RFP 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 specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the 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 a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the SMHA Contract and Procurement Specialist, 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 10).**
- 5.3.1** **TAB 1, Form of Proposal:** This Form is attached hereto as **(Attachment B)** to this RFP document. This one-page Form must be fully completed, and submitted under this tab as a part of the proposal submittal. The proposed fee section of this form will be intentionally left blank in the proposal submittals.
- 5.3.2** **TAB 2, Costs-Proposed Fees:** Proposed Cost of the Installation/Conversion Work Plan - Provide a Respondent created form for the proposed cost of providing internet services. The form should be simple and easily understood. The proposed cost shall be firm and the price set forth therein will not be subject to increase by the Respondent for a period of at least 120 days from the date of the proposal opening. All pricing may be subject to negotiations.
- 5.3.3** **TAB 3, Proposer's Certification Form:** This Form is attached hereto as **(ATTACHMENT D)** 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.

5.3.4 Tab 4, HUD Forms:

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

5.3.4.2 Additional HUD Forms: HUD Forms 5369-B, and 5370-C, attached hereto as **Attachment E**, shall be acknowledged with a signature and date on the Proposal Acknowledgement Sheet with **Attachment C** (Proposed Costs).

5.3.4.3 HUD forms: Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this RFP.

5.3.5 Tab 5, Section 3 Documents

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, and women- owned business enterprises, labor surplus area businesses, and Section 3 business concerns in SMHA prime contracts and subcontracting opportunities. Proposers 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 bid submittal. The Bidder 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 Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder has performed similar or like services to those being proposed herein.

5.3.8 Tab 8. Profile of Firm Form: (Attachment K) The Proposer shall complete this form giving details of company.

5.3.9 Tab 9. Vendor Registration Form: The Vendor Registration Form is attached hereto as (**Attachment L**) to this RFP document. This two-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal by the Proposer and each sub-contractor.

5.3.10 Tab 10, Non Collusive Affidavit: (Attachment M) The Proposer is required to confirm there was no collusion in their proposal.

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	Capacity	25
2	Price	40
3	SMHA & PHA Experience	25
4	Section 3	10
	Sub-total of points available (before additional factors and interviews/presentations)	100

6.1.2 **Interviews/Presentations:** Those Proposers within the Competitive Range, may be asked to participate in interviews/presentations to be evaluated with Best and Final Offers using same criteria as above.

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 chance, 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 Specialist 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 Mistakes in Proposal Submitted:

6.3.1 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit 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 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 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 submitting the same 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 a 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 the disqualification of a prospective Proposer and the rejection of his/her proposal:

6.5.1 Evidence of collusion among prospective Proposers. Participants in such collusion will receive no recognition as Proposers or Proposers for any future work with SMHA until such participant shall have been reinstated as a qualified bidder or Proposer. 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 and/or other resources.
- 6.5.4 Unsatisfactory performance record as shown by 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 judgment 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.
- 6.5.7 Failure to comply with any qualification requirements of SMHA.
- 6.5.8 Any reason to be determined in good faith, to be in the best interests 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 Specialist for a written decision. The Procurement & Contracting Specialist 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 # 08282020D-COCC
ATTN: Procurement and Contracting Department
Stark Metropolitan Housing Authority
400 E. Tuscarawas Street
Canton, OH 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 the 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 government 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 Government Standards:** It is the responsibility of the prospective Proposer to ensure that all items and services proposed conform to 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 regulations that may occur.
- 10.4 Delivery:** All costs submitted by the successful Proposer shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Contract. 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 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 agrees that SMHA may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory 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 Estimated 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 Sub-contractors:** Unless otherwise stated within the RFP documents, the successful Proposer(s) may not use any sub-contractors 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 sub-contractors 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 sub-contractors being proposed to work under this RFP or any resulting contract. SMHA must review and approve, in writing, the use of all sub-contractors.

10.9.2 All requirements for the "Prime" Proposer(s) shall also apply to any and all sub-contractors. 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 Proposer:** Unless otherwise stated within the RFP documents or in the contract, the successful Proposer(s) is an independent Proposer. 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 term or condition 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 for any 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 personal injury or property damage 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, any sub-contractor, or any employee, agent or representative of the Proposer or any sub-contractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SMHA. PROPOSER ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE 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, sub-contractors, 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 of both parties, and
- 10.18.2 For Termination for Cause:** As detailed within the referenced HUD Forms, attached hereto:

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

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

10.18.2.3 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: In the sole discretion of the Contracting & Procurement Specialist, SMHA may terminate any and all contracts resulting from this RFP in whole or part upon fourteen (14) days prior notice to the Proposer when it is determined to be 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 shall transfer title and deliver to SMHA any partially completed work products, deliverables, source and object code, or documentation that the Proposer has produced or acquired in the performance of any resulting contract.

10.19 Examination and Retention of Proposer's Records: SMHA, HUD, or 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 and 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 each service, the purchase order number, 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 offered by Proposer(s), SMHA seeks a discount for early payment. SMHA shall only take such a discount if earned.

10.20.4 Payments made under the awarded contract will be made electronically by ACH, and will require additional documents to be set up for the ACH payments.

10.20.5 Invoices shall be sent to the following address:

**Stark Metropolitan Housing Authority
Finance Department
400 E. Tuscarawas Street
Canton, OH 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 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: SMHA 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 Proposer pursuant to the terms of any resulting contract, 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 Federal 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, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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 sub-contractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

10.23.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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)10.29
- 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 fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate 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 HUD forms and the term/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 Interpretations:** No official oral interpretation can be made to any Proposer as to the meaning of any instruction, condition, specifications, drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective Proposer, in writing at least seven (7) days prior to the submission deadline. Official interpretations will be issued in the form of addenda, which will be posted on www.starkmha.org; but it shall be the prospective Proposer’s responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful Proposer and all Proposers shall be bound by such addenda, whether or not received by the prospective or successful Proposer(s).
- 10.28 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 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 executed contract. SMHA will consider such clauses and determine whether or not to amend the Contract.
- 10.29** Neither SMHA nor Proposer shall be held responsible for delays nor default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SMHA or Proposer’s reasonable control. Proposer 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.
- 10.35 Immigration Reform:** By submitting a proposal Proposer certifies compliance with the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any

individuals hired on or after November 6, 1986 who will perform any labor or services under any resulting contract.

10.36 Most Favored Customer: The Proposer agrees that if during the term of any resulting contract, the Proposer 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 will at SMHA's option, be amended to accord equivalent advantage to SMHA.

10.37 Lapse in Insurance Coverage: In the event Proposer fails to maintain insurance as required by a resulting contract, the Proposer 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 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 Proposers. Moreover, SMHA shall retain from monies or payments owed to Proposer 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 three (3) years with two (2) 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, SMHA will consider a price increase. The successful Proposer may only do so by delivering to the Authority a written notice delivered to the Director of Planning & Development at least 120 days prior to the end of the contract period. Stating reason for increase and documentation to back it up.

ATTACHMENT A
Scope of Work/Technical Specifications



400 East Tuscarawas Street Canton, Ohio 44702-1131

Phone: (330) 454-8051 Fax: (330) 454-8065 Relay 1-800-750-0750 Web: www.starkmha.org

SCOPE OF WORK: Internet Service Provider

SMHA desires to procure and execute an agreement for internet services from appropriately qualified and experienced internet service providers. SMHA plans to enter into a 3 year agreement with two, 1 year renewal options.

Implementation

ISP shall provide implementation and install all services and equipment needed. ISP is required to provide a written overview of the technology (or technologies) they will employ to achieve the requested connectivity and services.

Requirements

ISP shall provide a minimum 50 Mbps internet service, full duplex transmission over an industry standard IEEE 802.3 fiber interface at Central office. Circuit must provide the same speeds for upload and download.

ISP must be able to guarantee network availability more than 99% of the time except for outages caused by the customer's equipment, fiber or wire cuts by third parties, downtime for planned maintenance occurring during non-business hours or other events that cannot be controlled by the provider.

ISP shall provide a minimum mean time to restore of 4 hours of electronics and 6 hours for cable issues

ISP shall guarantee monthly average uptime to be greater than 98% in the SLA.

ISP shall provide both telephone and internet support access to open tickets for service issues.

Mission Statement



The Stark Metropolitan Housing Authority provides 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, the SMHA provides families with housing choice and opportunity to achieve self-sufficiency.



ATTACHMENT B
Form of Proposal

FORM OF PROPOSAL

(Attachment B)

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

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the Proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below. Submit one (1) unbound original and one (1) electronic copy (flash drive) of the following documents:

<u>X</u>	<u>TAB #</u>	<u>Documents Required in Submittal</u>	<u>RFP Attachment</u>	<u>Page #</u>
	1	Form of Proposal	B	
	2	Proposed Costs	C	
	3	Proposers Certification	D	
	4	HUD Forms 5369-B and HUD 5369-C (fully executed)	E	
	5	Section 3 Clause	F	
	5	Section 3 Business Self-Certification (Optional)	G	
	5	Preference for Section 3 Business Concerns	H	
	6	Small Business (SWMBE) Utilization Plan	I	
	7	List of Past Performance/Client/Experience	J	
	8	Profile of Firm Form	K	
	9	Vendor Registration Form	L	
	10	Non-Collusive Affidavit	M	

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES ___ or NO ___. If "YES," pursuant to the documentation justifying such submitted under Tab No. 8, which priority are you claiming?

_____ **Category I**

_____ **Category II**

_____ **Category III**

_____ **Category IV**

ATTACHMENT C

PROPOSED COSTS

Provide a Respondent created form for the proposed cost of providing internet services. The form should be simple and easily understood. The proposed cost shall be firm and the price set forth therein will not be subject to increase by the Respondent for a period of at least 120 days from the date of the proposal opening. All pricing may be subject to negotiations. Please include the attached acknowledgement page with Attachment C.

Acknowledgments

HUD Form Acknowledgements: The HUD Forms referenced below shall be acknowledged with a signature and date. These Forms are included herein as Attachment N. It is the responsibility of the Proposer to read and acknowledge these Forms as they will be incorporated as part of any resulting contract.

HUD forms: Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this IFB.

HUD 5369-B _____ Date _____

HUD 5369-C _____ Date _____

HUD 5370-C _____ Date _____

Addenda Acknowledgements

Addenda Acknowledgements: Any addenda issued by SMHA shall be acknowledged with a signature and date. All addenda will be posted on the SMHA website. It is the responsibility of the Bidder to find, read, and acknowledge these addenda as they will be incorporated here as a part of this solicitation and any resulting contract.

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Addendum #4 _____ Date _____

Company Name/Contact Information

Company Name: _____

Address: _____

Phone: _____

Email: _____

Authorize Agent Signature: _____

Authorize Agent Name (Printed): _____

ATTACHMENT E

PROPOSER'S CERTIFICATION

Proposer's Certification

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

- 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,
- Items for which Proposer's were provided herein will be delivered as specified in the RFP,
- In performing this contract, the Proposer(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- Proposer agrees that this RFP submittal shall remain open and valid for at least a period of 90 days from the date of the RFP Opening and that this RFP submittal 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,
- 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 RFP.
- Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation 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,
- Proposer has not received compensation for participation in the preparation of the specifications for this RFP,
- **Non-Collusive Affidavit:** The undersigned party submitting this Proposer hereby certifies that such submittal 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.
- 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, and the individual or business entity named in this proposal is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- **Lobbying Prohibition:** The Proposer agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: _____

PRINT NAME: _____

(Print Company Name) (Company Phone & Fax & Email Address)

_____(Seal if by Corporation)

Date: _____

ATTACHMENT D

HUD FORMS

HUD Form 5369-B Instructions to Offerors

HUD Form 5369-C Certifications & Representations

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. 1/31/2017)

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.**

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

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.

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- (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.

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 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.
- 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

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

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 Bidders shall submit three (3) former or current clients, preferably other than SMHA, for whom the Bidder 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
PROFILE OF FIRM FORM

PROFILE OF FIRM FORM

K1.0 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.

K1.1 Prime ____ Subcontractor ____ (This form must be completed by and for each).

K1.2 Name of Firm: _____ Telephone: _____ Fax: _____

K1.3 Street Address, City, State, Zip: _____

K1.4 Please attach a brief biography/resume of the company, including the following information:

K1.4.1 Year Firm Established

K1.4.2 Year Firm Established in Stark County, Ohio

K1.4.3 Former Name and Year Established (if applicable)

K1.4.4 Name of Parent Company and Date Acquired (if applicable).

K1.5 Identify Principals/Partners in Firm .

Name	Title	% of Ownership

K1.6 Identify the individual(s) that will act as the project manager and any other supervisory personnel that will work under this contract.

Name	Title

K1.6 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:

K1.6.1 ____ Caucasian American (Male); _____% ownership

K1.6.2 ____ Public-Held Corporation; _____% ownership

K1.6.3 ____ Government Agency; _____% ownership

- K1.6.4** _____ Non-Profit Organization; _____% ownership
- K1.7** 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:
- K1.7.1** _____ Resident-Owned; _____% ownership
- K1.7.2** _____ African American-Owned; _____% ownership
- K1.7.3** _____ Native American-Owned; _____% ownership
- K1.7.4** _____ Hispanic American-Owned; _____% ownership
- K1.7.5** _____ Asian/Pacific American-Owned; _____% ownership
- K1.7.6** _____ Hasidic Jew-Owned; _____% ownership
- K1.7.7** _____ Asian/Indian American-Owned; _____% ownership
- K1.7.8** _____ Women-Owned (MBE); _____% ownership
- K1.7.9** _____ Women-Owned (Caucasian); _____% ownership
- K1.7.10** _____ Disabled Veteran-Owned; _____% ownership
- K1.7.11** _____ Other-Owned (specify below); _____% ownership
- K1.7.11.1** Other: _____
- K1.7.11.2** Other: _____
- K1.7.11.3** Other: _____
- K1.7.12** W/MBE Certification # (Not required- provide if available): _____
- K1.7.13** Certified by (Agency): _____
- K1.8** Federal Tax ID Number: _____
- K1.9** Stark County, Ohio Business License No. (if applicable): _____
- K1.10** State of Ohio License Type and No. (if applicable): _____
- K1.11** Worker's Compensation Insurance Carrier: _____
- K1.11.1** Policy Number: _____ Expiration Date: _____
- K1.12** General Liability Insurance Carrier: _____
- K1.12.1** Policy Number: _____ Expiration Date: _____
- K1.13** Professional Liability Insurance Carrier: _____
- K1.13.1** Policy Number: _____ Expiration Date: _____
- K1.14** 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)
- K1.14.1** _____ Yes (if yes, please attach a full detailed, explanation, including dates, circumstances and current status)

K1.14.2 _____ No

K1.15 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)

K1.15.1 _____ Yes (if yes, please attach a full detailed, explanation, including dates, circumstances and current status)

K1.15.2 _____ No

K1.16 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.

K1.17 Completed By:

K1.17.1 Company Name: _____

K1.17.2 Address: _____

K1.17.3 Phone: _____

K1.17.4 Email: _____

K1.17.5 Authorize Agent Signature: _____

K1.17.6 Authorize Agent Name (Printed): _____

ATTACHMENT L
SMHA VENDOR REGISTRATION FORM



VENDOR REGISTRATION FORM

GENERAL INFORMATION (All fields required except Fax#)

Vendor Name: _____ Legal Name W9: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____ Other Phone: _____

E-mail: _____ Fax#: _____

Contact Person: _____ Signature & Title: _____

Number of Years Company has been in Service: _____

Number of Employees: _____

Taxpayer Identification Number or Social Security Number: _____

BUSINESS CLASSIFICATION (Select all that apply; must select at least 1)

- | | |
|---|---|
| <input type="checkbox"/> Individual/Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Resident Owned Business | |

FOR INTERNAL USE ONLY:

For Operations:
Staff Requesting: _____ Date: _____

For Accounting Dept:
Finance Staff: _____ Date: _____
Finance Review: _____ Date: _____

Yardi vendor code: _____



VENDOR REGISTRATION FORM

REFERENCES (Must enter 3 references)

Please provide references (within the last 12 months) for the services or goods that your business provides:

1 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

2 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

3 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

DISCLAIMER

The completion and submission of the Vendor Registration Form does not guarantee any minimum or maximum amount of work for a Vendor. It simply means that a Vendor is registered to conduct business with SMHA as opportunities are made available. At that time, the Vendor may have the opportunity to submit a bid, quote or proposal. Likewise, the submission of a bid, quote or proposal does not guarantee any Vendor the right to an award as all procurement activity conducted by SMHA must be in full compliance with the following regulations:

- 2 CFR 200
- HUD Procurement Handbook 7460.8 REV 2
- SMHA's Procurement Policy and Procedures

You must submit a W-9 Form and a copy of your insurance certificate

Stark Metropolitan Housing Authority

Dear SMHA vendor:

It is Stark Metropolitan Housing Authorities (SMHA) goal and responsibility to treat organizations (vendors / contractors) providing services and or goods fairly and appropriately. Our vendors are critical in order for SMHA to achieve its mission statement:

"PEOPLE HOUSING PEOPLE: The Stark Metropolitan Housing Authority provides eligible residents of Stark County with quality housing in decent, safe, nourishing neighborhoods, by working in partnership with public and private sector. SMHA provides families with housing choices and opportunities to achieve self-sufficiency.

Vendors must submit invoices electronically to invoices@starkmha.org or mail to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable. SMHA payment terms is "NET 30 DAYS". Net 30 days is common and typical industry and business payment standard. Net 30 days allows adequate time for SMHA to process transactions for payment with vendors. SMHA will deviate from net 30 days for vendors offering payment discounts for timelier payment. SMHA will attempt to take advantage of all payment discounts. Payment process typically involves staff forwarding appropriate supporting documentation, receipt of invoice and approval of invoice for payment. Vendors or contractors subject to provisions of Davis Bacon Act, SMHA is not permitted to make final complete payment until all required Davis Bacon documents have been received and verified.

Vendor must submit invoice electronically to invoices@starkmha.org or mail to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable. **Invoices sent to any other post office address, employee or email might delay timely payment.** SMHA finance department will make payment within 30 days of invoice date. For timely payment of correctly dated vendor invoices, SMHA's check to vendor will be dated and mailed within 30 days of vendor invoice date.

No staff, except for Executive Director, Deputy Director or Finance Director can waive, modify, adjust or amend NET 30 DAY payment term or requirement to submit invoices electronically to invoices@starkmha.org or mailed to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable.

Signature: _____ Date: _____

STARK METROPOLITAN HOUSING AUTHORITY
Vendor Agreement for Electronic Payment/Deposit

Name / Entity: _____
(Must agree with IRS W- 9)

Federal ID or SSN: _____
(Must agree with IRS W- 9)

Mailing Address: _____

Phone Number: _____ Email Address: _____

(Mandatory for payment notification)

I hereby authorize Stark Metropolitan Housing Authority (SMHA), to initiate credit entries (deposits) to below depository and to initiate, if necessary, debit entries and adjustments to any transactions credited in error.

Depository (Bank) Name: _____

Depository (Bank) Address: _____

Type of Account (check one): Checking Savings

Exact Name on Account: _____

Routing Number: _____ Account Number: _____

Your signature below is your continuing authorization for Stark Metropolitan Housing Authority ("SMHA") to follow your written instructions to deposit funds in the account listed above and you agree that your continuing authorization will remain in effect unless you revoke the authorization in writing and submit to SMHA within a reasonable time for SMHA to adjust its accounting procedures. Further, you confirm that the below name and signature is of an authorized representative with authority to act on behalf of the above entity/individual property owner. As such, you hereby authorize SMHA to recognize and acknowledge the signature subscribed below in depositing funds into your account.

A confirmation of account information on financial institution/bank letterhead or an original voided check, must accompany this document. Facsimile copies of checks, starter checks and deposit slips are not acceptable. When submitting documentation on bank letterhead, it must contain the name of financial institution, electronic routing transit number, account number and type of bank account (checking or savings).

By signing below, I confirm that I am an authorized representation and the information entered above is accurate and complete.

Name(s) (please print): _____

Signature(s) _____ Date: _____

Documents can be mailed to: SMHA 400 Tuscarawas Street East, Canton Ohio 44702
Attn: Finance Dept.

Stark Metropolitan Housing Authority Vendor Application - Master File Form (new/update/modify)

Legal Name : _____
(Above must agree with W-9 form)

DBA : _____

Mailing Address : _____

Secondary Address : _____

Point of Contact Name : _____

Point of Contact Phone: _____

Point of Contact Email : _____

Alternate Email: _____

Point of Contact Fax : _____

Federal ID# or Social
Security number :

_____ **W-9 attached: YES / NO**
(Above must agree with W-9 form)

Business Classification : (Select all that apply must select at least 1)

Individual/sole proprietor _____

Partnership _____

C Corporation _____

Other _____

S Corporation _____

Limited Liability _____

Enter the Tax classification (C= C Corporation, S= S Corporation, P= Partnership)

Please provide Workers Comp. Certificate & Certificate of Insurance

Terms notice provided : YES / NO (Terms are **Net 30 Days** upon receipt of a properly dated invoice.)

Minority/Sec.3 Owned : YES / NO Type : _____

PLEASE SEND ALL INVOICES TO: invoices@starkmha.org or 400 Tuscarawas St E. , Canton, OH 44702

(Please above indicate - Vendor must receive a Terms letter & complete a W-9)

Vendor: _____ **Date:** _____

(Note: Vendor / Supplier signature is required to set up a new vendor account in order to do business with SMHA. Vendor / Supplier has read and agrees to SMHA's 30 day payment terms as outline in vendor terms notice.)

For Accounting Department:

Finance Staff: _____ Date: _____

Finance Review: _____ Date: _____

Yardi Vendor Code: _____

Issue 1099 YES NO

ATTACHMENT M
NON COLLUSIVE AFFADAVIT

Non-Collusive Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and states:

That he/she is _____
(a partner or officer of the firm etc.)

The party making the foregoing proposal, that such proposal is genuine and not collusive or sham, that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham proposal or to refrain from proposing and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposed price, or that of any Respondent, or to secure any advantage against:

Stark County Metropolitan Housing Authority

or, any person interested in the proposed contract, and that all statements in said proposal are true.

Signature: _____

Respondent, if Respondent is an individual

Partner, if the Respondent is a partnership

Officer, if the Respondent is a corporation