



REQUEST FOR PROPOSALS (RFP)
No. 02152023

**Housing Authority Central Office Consulting and
Training Services**

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INTRODUCTION

Stark Metropolitan Housing Authority (hereinafter, “the Agency” and “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). The Agency is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families. The Agency is headed by an Executive Director and is governed by a five-person Board of Commissioners. SMHA has 2,382 subsidized public housing rental units and 17 additional non-public housing units consisting of family sites, high rises, and scattered sites located throughout Stark County.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed, and insured entities to provide the consulting services as detailed herein. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

Prospective Proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal to the Agency 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 the Agency decides to consider awarding a contract to that Proposer.

Type of Contract resulting from this RFP: Indefinite Delivery/Indefinite Quantity Contract
It is the Agency’s intention to issue a one-year contract renewable for up to two additional one-year periods. In year one, the total minimum number of hours will be 520 hours with a maximum of 1560 hours. It is anticipated that the usage will decrease in year two and three.

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 proposal. Prospective Proposers having questions or desiring any explanation or interpretation of the solicitation must request it, in writing, by the deadline identified in this RFP (see Page 4 RFP INFORMATION AT A GLANCE). The request must be addressed to the Procurement & Contracting Department and sent either by email to bids@starkmha.org or mail to:

Stark Metropolitan Housing Authority
Attn: Director of Procurement
400 Tuscarawas Street East
Canton, Ohio 44702
RFP 02152023

Any information given to a prospective Proposer about this solicitation will be furnished to all other prospective Proposer as a written amendment to the solicitation.

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RFP INFORMATION AT A GLANCE [Table No. 2] AGENCY CONTACT PERSON	Procurement & Contracting Specialist bidss@starkmha.org
HOW TO OBTAIN THE RFP	<ol style="list-style-type: none"> 1. Access: www.starkmha.org 2. Email Request to: Procurement & Contracting Department proposals@starkmha.org 3. In Person at: 400 Tuscarawas Street East Canton, OH 44702 4. Access ha.internationaleprocurement.com 5. (no "www"). Click on the "Login" button in the upper left side. Follow the listed directions. If you have any problems in accessing or registering on the eProcurement Marketplace, please call Customer Support at (866)526-9266.
PRE-PROPOSAL CONFERENCE	None
DATE RFP ISSUED	February 28, 2023
LAST DATE FOR QUESTIONS	Questions shall be submitted in writing no later than 2:00 PM on March 13, 2023, EST to bidss@starkmha.org . Responses to questions will be posted as an addendum to the website along with the solicitation.
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<p>Option 1: Submit your Proposal to the Housing Agency Marketplace. This is the preferred method of accessing solicitations and providing proposals. Please register for this e-procurement site at https://ha.internationaleprocurement.com/</p> <p>OR</p> <p>Option 2: Submit your Proposal in a sealed envelope. Envelope must be addressed as follows and include Proposer's return address:</p> <p align="center"> Stark Metropolitan Housing Authority Attn: Director of Procurement 400 Tuscarawas Street East Canton, Ohio 44702 </p> <p align="center"> RFP# 02152023 PROPOSAL INCLUDED Due Date/Time: March 28, 2023, 2:00 PM (EST) </p>
PROPOSAL SUBMITAL RETURN & DEADLINE	March 28, 2023, 2:00 PM (EST)

- 1.0 THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
 - 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of the Agency Executive Director (ED).
 - 1.6 Right to Award to More Than One Proposer.** The Agency reserves the right to make an award to more than one proposer, if in the judgement of the Agency, the best interest of the Agency will be promoted.
 - 1.7 Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.9 Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the RFP document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the Agency in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.
 - 1.10 Right to Revise, Change, Alter, or Amend.** The Agency 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 the Agency’s website (www.starkmha.org) and on eProcurement Marketplace and such changes that are issued before the proposal submission deadline shall be binding upon all Prospective Proposers.
 - 1.11 Right to Cancel Award.** The Agency 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.

1.12 Right to Reduce or Increase Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

1.12.1 Funding is not available.

1.12.2 Legal restrictions are placed upon the expenditure of monies for this category of services or supplies.

1.12.3 The Agency's requirements in good faith change after award of the contract, documents issued, within any attachment or drawing, or within any addenda issued.

1.13 Right to Require Additional Information. The Agency 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 the Agency within two (2) days or written request.

1.14 Right to Amend Contract. The Agency reserves the right to amend the contract any time prior to contract execution.

1.15 Right to Require Accurate Timesheets. The Agency reserves the right to require the successful proposer to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.

1.16 Right to Contact Prior Clients/Customers. The Agency 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.

1.17 Right to Seek Restitution. In the event any resulting contract is prematurely terminated Due to non-performance and/or withdrawal by the successful proposal, the Agency reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful proposer to cover costs for interim service and/or cover the difference of a higher cost (difference between terminated successful proposer's rate and the new company's rate) beginning the date of successful proposer's termination through the contract expiration date.

1.18 Right to Award. The Agency 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 the Agency.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking proposals from qualified, individuals to provide the Agency with the following consulting and training services.

2.1 General Overview. The successful proposer will provide the following on-going consulting and training services, for a three-year period, including, but not limited to:

2.1.1 Consulting and training services to assist SMHA with overall management training, staff training and technical assistance (TA).

The selected consultant will focus on the following departments at SMHA:

- Housing Choice Voucher
- Procurement
- Executive Level
- Finance
- HUD Multi-Family

Proposals must include:

- The names of the key personnel to be assigned including their qualifications and experience. An hourly billing rate for each key personnel must be included on the Proposal Fee Sheet.
- Demonstrated ability of the consultant's staff to work with SMHA to timely deliver services.
- Demonstrated ability to provide "hands on" technical assistance with the Voucher Management System (VMS), Public and Indian Housing Information Reports (PIC), etc., coaching of sound business and best practices along with guidance and training on subsidized housing.
- Relevant experience of key personnel particularly related to the:
 - a) Housing choice voucher program including Section 8 Management Assessment Program (SEMAP) preparation, PIC reporting and two-year tool utilization and day to day operations.
 - b) HUD procurement policies, procedures and best practices.
 - c) HUD financial compliance, reporting and best practices.
 - d) Structure of SMHA staffing.

2.2 Details of Expectations:

2.2.1 The consultant will work with the Executive Director and Director of the Housing Choice Voucher (HCV) Department to establish a training for HCV staff. The goal will be to create a fully trained voucher team and create advancement opportunities for internal staff and build up succession planning to provide stability for the authority.

2.2.2 Consultant will work with the Housing Choice Voucher Director and Executive Director by:

- a) Providing TA on HUD two-year tool.
- b) Assistance with monitoring performance of overall program and help develop strategies to help return program to high performer status. This may include helping with developing a SEMAP preparation program and remotely conduct compliance audits as needed.
- c) Assist HCV Director with PIC submissions as necessary, while developing competency and provide staff training.

- d) Work with team to specifically improve performance around contract management, timely payment of housing assistance payments (HAP) and other administrative tasks.
- e) Assist with VMS submissions and timeliness of reporting and accuracy while developing competency.
- f) Provide TA on improving voucher utilization and related HAP utilization.
- g) Provide TA with increasing HCV / Section 8 administrative funds.
- h) Provide TA on developing an electronic file system.
- i) Provide TA on implementing and utilizing Yardi VMS module.
- j) Provide TA on developing a monthly report for Commissioners.
- k) Provide TA on developing a monthly report to Executive Director.

2.2.3 Consultant will assist Executive Director, Procurement Director and Deputy Director with establishing protocols and procedures to ensure the authority meets regulations and obligations around HUD procurement. This might include providing TA on overall procurement processes and individual procurement processes and best practices. This could also involve assisting the authority in phone calls with HUD or responding to HUD questions or directives.

- a) Provide TA on developing a document naming and filing standardization.
- b) Provide TA on electronic record retention.
- c) Provide TA on system to ensure timely renewal of contracts.

2.2.4 All other assignments as agreed upon between the agency and contractor related to the operations of all federal and non-federal housing programs.

2.2.5 Assist Executive Director regarding questions around repositioning of HUD assets.

2.2.6 Provide TA and assistance directly to Executive Director on all operational aspects of the program as needed. This will include weekly phone calls for at least the first year of the contract.

2.2.7 Provide progress and update reports as agreed upon.

2.2.8 Deliverables / Outcomes: Improvement of operations, people (human resources) skills, Section 8, procurement and other business skills and knowledge and best practices for SMHA staff (Director of HCV, Director of Procurement and Deputy Director).

2.2.9 Evaluation and Scoring: The Agency will evaluate and score all proposals as outlined on attached Evaluation Factors.

2.3 Contractor Invoicing and Responsibilities

2.3.1 Contractor(s) will only be allowed to invoice for the cost of services/goods compliance with his/her proposal.

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

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

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

2.3.5 If offered by Contractor(s) and the Agency seeks a discount for early payment SMHA shall only take such a discount if earned.

2.3.6 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.

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

Stark Metropolitan Housing Authority
Attn: Finance
400 Tuscarawas Street East
Canton, Ohio 44702

2.3.8 Labor Rates All-inclusive. Unless otherwise provided for herein, the hourly rates bid shall be all-inclusive all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc. Unless otherwise stated, all hourly rate proposals shall include product and labor.

2.3.9 Normal Agency Work Hours. The Agency's typical work week is Monday-Friday, 8:00 AM to 4:30 PM EST.

2.3.10 Permits. The Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor).

2.3.11 Qualified. The contractor must only provide staff that are fully qualified to perform the work listed herein.

2.3.12 Required Licensing and Bonding. The Contractor(s) shall be in possession of any current appropriate licensing required by Stark County (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Ohio. Contractor must also ensure all staff and any subcontractors working on Agency property are properly bonded.

2.3.13 Subcontracting. Unless prior written permission is given by the Agency, all work performed by the contractor shall be performed by the contractor only and shall not be sub-contractor to another firm. The Agency reserves the right to not grant such approval.

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

(1) RFP Section	(2) Tab No.	(3) Description
3.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:

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3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's DEMONSTRATED Technical Capabilities (Key staffing, education, experience and knowledge of subject areas, including HUD and subsidized housing regulations and compliance.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer's DEMONSTRATED successful experience in performing similar services with other public housing agencies.
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's DEMONSTRATED past performance of consulting and trainings evidenced by previous work with subsidized housing (verification will be by reference checks or other means.
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's appropriateness and competence of suggested technical approach as shown in the proposal (positive assignment, position allocation of time) documenting the method of moving the consulting and training forward with the desired results.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients (at least 3), including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number;
3.1.6.4		A brief narrative description and scope of the service(s) and the dates the services were provided, including a brief narrative description of those specific services including scope; size; cost; principal elements and special features.
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).

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3.1.8	8	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.10	No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.	
3.1.11	Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.	

3.2 Pricing Items. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

3.3 Additional Information Pertaining to the Pricing Items.

3.3.1 Quantities. All quantities entered by the Agency herein and within the corresponding Pricing Items listed on the eProcurement are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the Agency anticipates that the ensuing contract will be a Requirements Contract, in that the Agency shall retain one Contractor only and shall retain the right to order from that Contractor (successful proposer) any amount of services the Agency requires.

3.3.2 Potential Escalation of Rates. At the discretion of the CO, at the end of the second one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of rates allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar rate listed on the U.S. Bureau of Labor Statistics Producer Price Index (PPI) ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed rates increase 5% as compared

with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the rates that he/she was being paid at that time. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed rate.

3.3.2.1 Notification Must Be Received From the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.3.2.2 Right to Reject. As stated within the preceding Section 3.3.3 herein, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure).

3.3.2.2.1 Step No. 1. The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein).

3.3.2.2.2 Step No. 2. The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to if the request is approved or rejected.

3.3.2.2.3 Step No. 3. If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice).

3.3.2.2.4 Step No. 4. The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the Contractor (i.e., contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the Contractor, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.3.4 Potential On-site Visits that the Agency may direct. If such on-site visits are scheduled by the Agency during any of the ensuing contract

periods, such on-site visits will be priced by the Contractor and paid by the Agency as detailed following:

3.3.4.1 On-site Work Hours. The pre-approved (by the Agency) on-site hours worked will be priced pursuant to the hourly fee proposed by the Contractor.

3.4 Travel, Lodging & Expenses:

3.4.1 Reimbursement of Travel Expenses. The Agency will reimburse the Contractor for pre-approved travel expenses related to the on-site visits. NOTE: The Agency will most likely require the Contractor to submit suitable copies of receipts with his/her billing for the following reimbursements.

3.4.2 Airfare Costs. Though the Contractor can book airfare at any rate he/she desires, airfare will NOT be reimbursed by the Agency at "First Class" or "Business Class" rates, but only at "Coach Rate" with a suitable discount carrier. The airfare shall be ordered and paid for by the Contractor after Agency approval in a timely manner so as to take advantage of discounts offered by an "advance purchase." The Contractor shall book the airfare in an expeditious manner after receiving approval from the Agency ("expeditious," meaning, in no more than one workday).

3.4.3. Potential Driving Reimbursement. As an alternative to airfare, pertaining to a successful proposer that may be within any reasonable "driving distance" of the Agency ("reasonable," as determined at the sole discretion of the Agency), the Agency may, in lieu of reimbursing for airfare, chose to pay the successful proposer mileage not-to-exceed the current posted IRS mileage rate. In such case, this rate shall also pertain to the contractor's vehicle while on-site providing services.

3.4.4 Local Transportation. The Agency will reimburse rental car costs at reasonable rates, typically as set for the rental company at typical governmental rates or small business rates. Fuel utilized specific to providing the services will be reimbursed at cost. Such rates will not exceed the current IRS or GSA allowable rate for the Stark County area.

3.4.5 Lodging. The Agency will reimburse lodging costs for reasonable mid-range accommodations at the current IRS or GSA allowable rate for the Lynchburg, VA area for such lodging. The Agency WILL NOT approve any reimbursement for upgraded lodging such as suites unless the cost of such is the same or less than "lesser lodging rooms" (meaning, it does not cost the Agency any additional monies for the "upgraded" room).

3.4.6 Meals. The Agency will reimburse meals at cost not to exceed the Agency's typical daily allowance for such. The Contractor may order more meals at any level he/she wishes, but then the Agency will only reimburse the approved portion. In any case, such reimbursements will not exceed the current IRS SA allowable rate for the Stark County area.

3.4.7 Travel Expense Option. Pertaining to any of the Immediately listed reimbursements (i.e., most specifically within the preceding Sections 3.3.4.2.3 through 3.3.4.2.5 herein), rather than having the Contractor submit to the Agency a detailed expense report and copies of receipts, the Agency may choose to pay the Contractor a set daily amount (or a portion thereof) for such expenses which will be calculated at the total allowable expenses as listed herein.

3.4.8 Booking Time/Profit/Overhead. The Agency will not pay to the Contractor any such expenses for booking any unapproved travel.

3.4.9 No Deposits/No Retainer. The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay the successful proposer(s) for actual services provided only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the "15-minute" standard.

3.5 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM - 5:00 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:

3.5.1 The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work "after hours" is due to the Contractor's lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a "non-normal" action by the Agency or an "Act of God" causes the Contractor to work "after hours" to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

3.5.2 Prior Written Approval Required from the Agency. Please note that the Contractor shall NOT, at any time during the ensuing contract period(s), conduct any work (i.e., certify or retain any temporary employee for the Agency) without the prior written authorization received from the designated Agency representative (this “prior written authorization” may take the form of an e-mail sent to the Contractor by the Agency and acknowledged by return e-mail by the Contractor). Failure to abide by this directive shall release the Agency of any obligation to pay the Contractor for any such work conducted without the noted prior written authorization.

3.6 Proposal Submission. All “hard-copy” proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Stark Metropolitan Housing Authority
Attn: Director of Procurement
400 Tuscarawas Street East
Canton, Ohio 44702
RFP# 02152023
PROPOSAL INCLUDED
Due Date/Time: March 28, 2023, 2:00 PM (EST)**

3.4.1 Labeling Proposal Package. The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

3.4.2 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices

that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.6.1 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the doc documents listed within the following Section 3.7 herein, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the ED to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

3.7 Proposer's Responsibilities – Contact with the Agency. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the ED only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

3.8 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.8.1 Within 2 CFR §200.321 it states:

3.8.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.8.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.8.1.3 (2) Affirmative steps must include:

3.8.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.8.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 3.8.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.8.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.8.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.8.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.8.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 3.8.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.
- 3.8.2.2 **Section 15.5.B, Goals.** [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.8.3 Within our Agency Procurement Policy it states that our Agency will:

- 3.8.3.1 **Assistance to Small and Other Business, Required Efforts:**
 - 3.8.3.1.1 **Assistance to Small and Other Business, Required Efforts:**
 - 3.8.3.1.1 Including such firms, when qualified, on solicitation mailing lists.
 - 3.8.3.1.2 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources.

- 3.8.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.
- 3.8.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms.
- 3.8.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,
- 3.8.3.1.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.9 **Pre-proposal Conference.** There is not a pre-proposal conference scheduled as a part of this RFP.

3.10 Accordingly, please see section 3.1.7 within table No. 3 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

4.0 PROPOSAL EVALUATION.

4.1 **Evaluation Factors.** The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 6]

(1) No.	(2) Max Point Value	(4) Factor Description
1	10 points	The PROPOSED COSTS submitted by the proposer.
2	20 points	The proposer's Demonstrated Technical capabilities (Key staffing education, experience and knowledge of subject areas, including HUD and subsidized housing regulations and compliance).
3	20 points	Demonstrated successful experience in performing similar services with other public housing agencies.
4	20 points	Demonstrated similar past performance of consulting and trainings evidenced by previous work with subsidized housing (verification will be by reference checks or other direct knowledge)
5	30 points	Appropriateness and competence of suggested technical approach as shown in the proposal (positive assignment,

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		position allocation of time) documenting the method of moving the consulting and training forward with the desired results.
	100 points	Total Points

4.2 Evaluation Method. The eventual award will occur based on the following detailed brief procedures.

4.2.1 Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e., meets the minimum of the requirements).

4.2.2 Evaluation Packet. An evaluation packet will be prepared for each evaluator, typically including the following documents:

4.2.2.1 Instructions to Evaluators;

4.2.2.2 Proposal Tabulation Form;

4.2.2.3 Written Narrative Form for each proposer;

4.2.2.4 Recap of each proposer’s responsiveness;

4.2.2.5 Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee. The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4 of this document, the designated Procurement and Contracting Specialist (PCS) is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.2.4 Evaluation. The appointed evaluation committee, independent of the PCS or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the PCS.

4.2.5 Potential “Competitive Range” or “Best and Finals” Negotiations. The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive

range shall be notified of such in writing by the Agency in as timely a manner as possible.

- 4.2.6 Determination of Top-ranked Proposer.** If the evaluation was performed to the satisfaction of the Executive Director (ED), the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

4.2.6.1 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

- 4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive a Notice of Results of Evaluation.

- 4.2.8 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

- 4.2.9 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.

5.0 CONTRACT AWARD.

- 5.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

- 5.1.1** By completing, executing and submitting a proposal, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the Marketplace" including the contract clauses already attached as Attachments A-J, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

- 5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary).

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

5.2.2 Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.2.3 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the ED. Any purported assignment of interest or delegation of duty, without the prior written consent of the ED shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the ED.

5.3 Contract Period. The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 2 additional one-year option periods, for a total maximum contract period of 3 years.

5.4 Contract Service Standards. All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

5.5 Prompt Return of Contract Documents. Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

6.0 SUBMITTAL CONTENT:

6.1 Introduction to the Consultant Firm: Describe the firm's experience with public housing programs and providing environmental reviews in accordance with 24 CFR Part 58. This section shall include a brief history of the proposing entity including the following:

- General background on firm and length of experience in conducting environmental reviews.

- Demonstrate knowledge of and experience with public housing, 24 CFR Parts 50 and 58, Tiered Environmental Reviews, the National Environmental Policy Act (NEPA), and other related laws and authorities.
 - At least one (1) digital example of completed Environmental Review Report complying with above HUD guidelines;
 - Document experience working with relevant government agencies and or public housing authorities;
 - Representative list of current or former clients.
- 6.2 Project Staffing: Identify all key personnel and provide a bio. A brief summary of experience relevant to this service must be provided. This section should indicate the technical approach used to complete reviews, level of commitment, approximate number of hours, and assignments of key personnel. Resumes should be included in this section, as well as professional certifications.
- 6.3 References: The names, addresses, and telephone numbers of at least three organizations to which Consultant has provided environmental review services. Emphasis should be placed on current clients.
- 6.4 Document firm's overall ability (Finances, support staff commitment) to timely provide the services.
- 6.5 Proposed Fee Structure including: billing rates, hourly rates, and reimbursable expenses.

7.0 PROPOSAL MISTAKES AND IRREGULARITIES

7.1 Mistake in the Proposal Submitted: Unless otherwise prohibited within the RFP documents, a mistake in the unit cost pricing that does not affect the total cost sum submitted, may, at SMHA's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to SMHA, for his/her review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any Proposer an advantage over another.

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

7.2.1 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.

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

7.2.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete,

indefinite or ambiguous as to its meaning or give the Proposer a competitive advantage over other Proposers.

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

7.2.5 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.

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

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

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

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

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

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

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

7.3.7 Failure to comply with any qualification requirements of SMHA.

7.3.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by SMHA) who will be employed by the successful Proposer(s) to complete the work of the proposed contract. **Subcontractors are not permitted for this project.**

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

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

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.

Protests shall state the reason(s) why the award is being protested and provide supporting evidence for the protest. All formal protests shall be in writing, submitted to the Contracting Officer. The Contracting Officer will date stamp the protest and notify the contractor in writing that the protest was received within the required time and will be reviewed. If the protest was not filed within the required time, the Contracting Officer will notify the contractor in writing that the protest is ineligible for consideration. The Contracting Officer will within 60 days from receipt, review and decide the protest or notify the contractor in writing of the date the decision will be made. The Contracting Officer will prepare a response to each issue listed in the protest. SMHA’s Legal Counsel may review the protest and the decision before the decision is rendered to the contractor. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

APPEAL OF RFP NO. 09092021-COCC
Stark Metropolitan Housing Authority
Attn: Procurement & Contracting Specialist
400 East Tuscarawas Street
Canton, Ohio 44702

9.0 DISPUTES UNDER THE CONTRACT:

9.1 Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to non-binding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim or

dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after the selection of the arbitrator.

10.0 ADDITIONAL CONSIDERATIONS:

10.1 Required Permits and Licenses: Unless otherwise stated in the RFP documents, all Federal, State or Local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either SMHA or the Proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Proposer(s) and all offers submitted by the Proposer shall reflect all costs required by the successful Proposer(s) to procure and provide such necessary permits or licenses.

10.2 Taxes: SMHA, a governmental entity, is exempt from Ohio State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

10.3 Governmental Standards: It is the responsibility of the prospective Proposer to ensure that all items and services proposed conform to all Local, State and Federal laws concerning safety (OSHA) and environmental control (EPA and Stark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Proposer(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted, or financial consideration given to the successful Proposer(s) for time or monies lost due to violations of any such ordinance, code, law or regulation that may occur.

10.4 Delivery: All costs submitted by the successful Proposer(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Agreement. All costs in the proposal submittal shall be quoted as Free on Board (FOB) Destination, Freight Prepaid and allowed unless otherwise stated in this RFP.

10.4.1 The successful Proposer(s) agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Proposer. Upon default, the successful Proposer(s) agrees that SMHA may, at its option, rescind the finalized contract under the termination clause herein and seek liquidated damage as provided by law.

10.5 Work on SMHA Property: If the successful Proposer's work under the contract involves operations on SMHA premises, the successful Proposer(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SMHA.

10.6 Estimate Quantities: Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SMHA does not guarantee any minimum or maximum purchase quantity.

10.7 Warranty: All items installed/provided under any contract resulting from this RFP must include a minimum of a one (1) year warranty including labor and installation plus a minimum of a one (1) year warranty from the Proposer for labor, materials and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by SMHA. This does not overrule the product guarantees.

10.7.1 The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

10.7.2 In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

10.7.3 Assignment of Warranty: Proposer(s) shall assign any warranties and guarantees to SMHA and provide the Proposer's Warranty for Labor and Installation to SMHA along with all Manufacturers' Warranty documents.

10.8 Official, Agent and Employees of SMHA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of SMHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

10.9 Subcontractors: Subcontractors are not permitted on this project.

10.10 Salaries and Expenses Relating to the Successful Proposer's Employees: Unless otherwise stated within the RFP documents, the successful Proposer(s) shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Proposer(s) further agrees to comply with all Federal, State and Local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

10.11 Independent Contractor: Unless otherwise stated within the RFP documents or in the contract, the successful Proposer(s) is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

10.12 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

10.13 Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such terms or conditions for the future, or of any subsequent breach thereof. All remedies, rights,

undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

10.14 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and SMHA may pursue compensatory and/or liquidated damages under the contract.

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

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

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

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

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

10.18.1 By mutual consent if both parties, and

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

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

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

10.18.2.1.2 SMHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

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

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

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

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

10.20 Inter-local Participation:

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

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

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

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

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

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

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

10.22.2 If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying" in accordance with its instructions.

10.22.3 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-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.23 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:

- 10.23.1** Executive Order 11246
- 10.23.2** Executive Order 11061
- 10.23.3** Copeland "Anti-Kickback" Act (18 USC 874)
- 10.23.4** Davis Bacon Act (40 USC 276a-276a-7)
- 10.23.5** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 10.23.6** Clean Air & Water Act (42 USC 1857(h); 33 USC 1368)
- 10.23.7** Energy Policy & Conservation Act (PL 94-163. 89 STAT 871)
- 10.23.8** Civil Rights Act of 1964, Title VI (PL 88-352)

- 10.23.9 Civil Rights Act of 1968, Title VII (PL 90-284 Fair Housing Act)
- 10.23.10 Age Discrimination Act of 1975
- 10.23.11 Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 10.23.12 HUD Information Bulletin 909-23
- 10.23.13 Immigration Reform & Control Act of 1986
- 10.23.14 Fair Labor Standards Act (29 USC 201 et. Seq.)

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

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

10.26 Contract Form: SMHA will not execute a contract on the successful Proposer's form. Contracts will only be executed on SMHA's form. By submitting a proposal, the successful Proposer agrees to this condition. However, SMHA will consider any contract clauses that the Proposer wishes to include therein, but the failure of SMHA to include such clauses does not give the successful Proposer the right to refuse to execute SMHA's contract form. It is the responsibility of each prospective Proposer to notify SMHA, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final execute contract. SMHA will consider such clauses and determine whether or not to amend the contract.

10.27 Force Majeure: Neither SMHA nor Proposer(s) shall be held responsible for delays nor default caused by fire, flood, riots, acts of God or war where such cause was beyond, respectively, SMHA or Proposer's reasonable control. Proposer(s) shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.

10.28 Most Favored Customer: The Proposer(s) agrees that if during the term of any resulting contract, the Proposer(s) enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent

REQUEST FOR PROPOSALS (RFP) No 02152023, Central Office Consulting & Training Services

services at lower prices, or additional services at comparable prices, the resulting contract at SMHA's option, will be amended to afford equivalent advantage to SMHA.

**REQUEST FOR PROPOSAL (RFP) No.02152023
Housing Authority Consulting and Training Services**

**FORM OF PROPOSAL
(RFP Attachment A)**

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

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Submit one (1) unbound original, three (3) bound copies and one (1) electronic copy (CD) of the documents listed below. 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. Also, complete the following Statement's herein.

Descriptions of each requirement can be found in Section 5.0 Form of Proposal. **Do not omit any tabs, if the information requested does not apply, please put "Not Applicable" under the accompanying tab in the submittal. FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITAL FROM CONSIDERATION FOR AWARD.**

[Table No. 1]

(1) "X" = Item Included	(2) Tab No.	(3) Bid Submittal Item (One original signature copy of each document)	Attachment
	1	Form of Proposal	A
	2	Proposal Fee Sheet	B
	3	Proposer's Certification Form	C
	4	Section 3 Explanation	D
	5	Low-Income Resident Hiring Plan	E
	6	List of Past Performance/Experience/Client Information	F
	7	List of Sub-Contractors/Joint Venture Information	G
	9	Copy of Business License	-
	10	Copy of Insurance Certificate	-
	11	Copy of Worker's Compensation Certificate	-
	12	Vendor Registration Forms & W9	H
	13	Non Collusion Agreement	I
	14	Applicable HUD Forms	J

Signature _____

Date _____

Printed Name _____

Company _____

STARK METROPOLITAN HOUSING AUTHORITY, OH

**REQUEST FOR PROPOSAL (RFP) No.02152023
Housing Authority Consulting and Training Services**

**FORM OF PROPOSAL
(RFP Attachment A)**

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

(2) 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? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(3) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(4) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(7) Bidder's Statement. The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal, and by entering and submitting the costs, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the eProcurement Marketplace. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within.

Signature

Date

Printed Name

Company

STARK METROPOLITAN HOUSING AUTHORITY, OH

PROPOSAL FEE SHEET

B1.0 The proposals provided are all-inclusive of all related costs that the successful proposer(s) will incur to provide the noted services. The Bidder is responsible for providing firm fixed costs as specified below.

If the proposer is awarded a contract as a result of this solicitation, this Proposal Fee Sheet will be part of the contract. The completion of this Proposal Fee Sheet is no guarantee of a contract of the award of any services.

Proposal Table

Position Title	Position Description	Hourly Rate

B1.1 HUD Form Acknowledgements: The HUD Forms referenced below shall be acknowledged with a signature and date. These Forms are included herein as Attachment J. It is the responsibility of the Bidder 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.

B1.2.1 Form HUD-5369-B _____ Date _____

B1.2.2 Form HUD-5369-C _____ Date _____

Stark Metropolitan Housing Authority

RFP 02152023
Housing Authority Central Office Consulting and Training Services
Attachment B

B1.2.3 Form HUD 5370-C _____ Date: _____

B1.2.4 Form HUD-50071 _____ Date _____

B1.3 Company Name/Contact Information

B1.4 Company Name: _____

B1.65 Address: _____

B1.6 Phone: _____

B1.7 Email: _____

Authorized Agent Signature: _____

Authorized Agent Name (Printed): _____

Stark Metropolitan Housing Authority

**RFP 02152023 Housing Authority Consulting and Training Services
Attachment C**

PROPOSER'S CERTIFICATION

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

- C1.0 He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended, or otherwise prohibited from contracting with any Federal, State, or Local agency,
- C2.0 Items for which Proposers were provided herein will be delivered as specified in the proposal,
- C3.0 In performing this contract, the Contractor(s) shall comply will any and all applicable Federal, State, and Local laws including but not limited to: Occupation Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- C4.0 Proposer agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this proposal shall constitute an offer, which, if accepted by SMHA and subject to the terms and conditions of such acceptance, shall result in a contract between SMHA and the undersigned Proposer's,
- C5.0 He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal,
- C6.0 Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business,
- C7.0 Proposer has not received compensation for participation in the preparation of the specifications for this IFB,
- C8.0 Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham proposal or to refrain from quoting, 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 all statements in said proposal are true,
- C9.0 He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended, or otherwise prohibited from contracting with any Federal, State, or Local agency, and the individual or business entity named in this proposal is eligible to receive the specified payment and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate,
- C10.0 Lobbying Prohibition: The Contractor(s) agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of federally appropriated funds to pay any person for
Stark Metropolitan Housing Authority

**RFP 02152023 Housing Authority Consulting and Training Services
Attachment C**

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract the making of any federal grant the making of any federal loan the entering into any cooperative agreement or the modification of any federal contract, grant, loan, or cooperative agreement.

Signed: _____ Print Name: _____

Print Company Name: _____ Date: _____

Stark Metropolitan Housing Authority

RFP 02152023 Attachment D
SECTION 3 EXPLANATION

D1.0 Be aware that the Agency previously conducted Invitation for Bids (IFB) that required proposer and contractors to comply with the requirements of 24 CFR §135, Economic Opportunities for Low- and Very Low-Income Persons (a.k.a., Section 3). However, the U.S. Department of Housing and Urban Development (HUD) recently discontinued these former requirements and implemented the requirements of 24 CFR §5, 14, 75, 91, 92, 93, 135, 266, 570, 574, 576, 578, 905, 964, 983, and 1000, entitled Enhancing and Streamlining the implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses. Accordingly, these new Section 3 regulations do not provide for a firm proposing to provide services to a housing agency to immediately submit any information pertaining to Section 3, including the new regulations do not provide for the granting of any preferences to Section 3 firms submitting bids. The Agency will advise all firms if these requirements change. NOTE: Please see attached to this IFB, Attachment G, Low-income Resident Hiring Plan, which the successful bidder(s) will be required to execute and abide by.

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Housing Authority Consulting and Training Services
Attachment E

Contractor: _____

LOW-INCOME HIRING PLAN

This Low-income Resident Hiring Plan pertaining to the above noted contract is hereby formulated to meet the standards to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, . . . be directed to low- and very-low-income persons, particularly those who are recipients of government assistance for housing . . ."

E1.1 We hereby agree to satisfy the requirements of the Agency's Low-income Hiring Plan by one or both of the following methods:

E1.1.1 LOW-INCOME RESIDENT HIRING GOALS. As a result of receiving award of this contract, our firm will need to hire additional employees and we hereby commit to the following number of new hires:

Low-income Hiring Plan Table

(1)	(2)	(3)	(4)
Classification	Total Number of Current Permanent Employees	Total Number of New Hires that will result from the award of this contract.	GOAL: Total Number of Low-income New Hires that the contractor anticipates will result from award of this contract.
Trainees			
Apprentices			
Journey persons			
Laborers			
Supervisory			
Superintendent			
Professional			
Clerical			
Other:			

E1.1.2 INTERVIEWING AND POTENTIAL HIRING OF AGENCY RESIDENTS. Our firm hereby agrees to, as a part of our new hire process for any open positions at any time during the period of time this contract is in effect, if our firm hires any new employees (for any position), we will:

E1.1.2.1 Review the Agency's listing of resident(s) who have registered, thereby declaring his/her desire to interview and accept a job;

Stark Metropolitan Housing Authority

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Housing Authority Consulting and Training Services
Attachment E

Contractor: _____

E1.1.2.2 In the same manner that we do with other applicants, conduct an interview with such resident(s) who have claimed experience within a certain skill set or field and have expressed a desire to interview; and

E1.1.2. 3 If, as a result of the interview and any applicable testing or checking that our firm conducts for all persons interviewing, the resident(s) qualifies for the position and passes all such testing (i.e., skills test; drug tests; credit checks; background check; etc.), we hereby agree to offer the position to the Agency resident.

E1.1.2.4 Our firm hereby agrees that all Agency resident(s) will, during the interview process, be treated equal to and in the same manner as any non-resident person who interviews with our firm.

E1.1.2.4.1 NOTE: Our firm shall have no responsibility to hire any resident who does not, as a result of the aforementioned testing and checks, qualify for the position, though the contractor will, as detailed following, be required to report to the Agency the results of such testing and checks, and fully inform the Agency as to why the resident(s) were not hired.

E1.1.2.5 Further, we hereby agree to inform the Agency in writing of the following within 5 days after a new employee has been hired, including the following information:

E1.1.2.5.1 The position title;

E1.1.2.5.2 The name of the person hired;

E1.1.2.5.3 The date the Agency listing of Agency resident(s) desiring interviews were reviewed by the contractor;

E1.1.2.5.4 The name(s) of the Agency resident(s) that the contractor contacted for an interview and the date, time, and method that such contact took place;

E1.1.2.5.5 The results of the contact (specifically, did or did not the interview take place; if so, when—if not, why);

Stark Metropolitan Housing Authority

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Attachment E

Contractor: _____

E1.1.2.5.6 Pertaining to any Agency resident(s) who were not hired, the results of any tests and checking that the contractor completed (especially any such results that prevented the resident(s) from being offered the position).

The undersigned hereby certifies that the above noted firm will abide by the terms and conditions of this Low-income Resident Hiring Plan as detailed herein.

COMPLETED BY (Contractor):

Signature

Date

Printed Name

Title

Stark Metropolitan Housing Authority

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Housing Authority Consulting and Training Services
Attachment F

Contractor: _____

LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

F1.0 Instructions: The Bidder's shall submit three (3) former or current clients, preferably clients other than Stark Metropolitan Housing Authority (SMHA), for whom the Offeror has performed similar or like services to those being proposed herein.

F2.0 List of Past Performance/Experience/Client Information

F2.1 Client #1

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

F2.2 Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

Stark Metropolitan Housing Authority

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Housing Authority Consulting and Training Services
Attachment F

Contractor: _____

F2.3 Client #3

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

F3.0 Other Information (Optional): Bidder may provide additional documentation to demonstrate their experience doing the types of work required by this IFB:

Stark Metropolitan Housing Authority

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**Housing Authority Consulting and Training Services
Attachment F**

Contractor: _____

LIST OF SUBCONTRACTORS/JOINT VENTURE

G1.0 Subcontractors

G1.1 Will this project have sub-contractors? (Check One) _____ Yes _____ No

G1.1.1 If "Yes", proceed to G1.2. If "No", proceed to G2.0.

G1.2 Instructions: Please list all subcontractors (including contact information) that will be working on any projects resulting from this contract. Each subcontractor should provide: Contractor Profile Form. Attach additional pages if needed.

G1.2.1 List of Subcontractors

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: _____ Yes _____ No

Stark Metropolitan Housing Authority

INVITATION FOR BIDS No. 02102023RA
Walk-in Shower Installation at Various Locations
Attachment G
LIST OF SUBCONTRACTORS/JOINT VENTURE INFORMATION

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached: ____ Yes ____ No

G2.0 Joint Venture

G2.1 Will this project be a joint venture? (Check One) ____ Yes ____ No

G2.1.1 If "Yes", proceed to G2.2. If "No", no additional information is needed for this tab.

G2.2 Instructions: Please list all companies involved in the joint venture (including contact information). Each company should provide: Vendor Registration Forms & W-9, Contractor Profile Form, and Section 3 Paperwork. Attach additional pages if needed.

G2.2.1 List of Joint Venture Companies

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Documentation Attached:

Note: Usage of a sub-contractor will be contingent upon SMHA's prior written approval.

Stark Metropolitan Housing Authority

RFP 02152023
Attachment H
VENDOR REGISTRATION FORMS & W-9

M1.0 If not already registered with the Agency, attach completed Vendor Registration Packet including W-9.



Vendor Packet Checklist for Contractors

Page #	Item Description	Completed? (Y/N)
1-2	Vendor Registration Forms	
3	Reference Form	
4	Payment Terms	
5	W-9	
6	Electronic Payment/Deposit Authorization <i>(Including a voided check or documentation on bank letterhead verifying bank account)</i>	
7-11	General Terms and Conditions	
Additional Required Documents		
Bureau of Workers Compensation (BWC) if you have employees		
Certificate of Insurance (COI) should read "Stark Metropolitan Housing Authority, 400 Tuscarawas Street East Canton, Ohio 44702" found in bottom left box titled "Certificate Holder"		

****Please complete and include all documents when submitting your vendor packets.***

Vendor Registration



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

DBA : _____

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

Number of Years company has been in service: _____

Number of Employees: _____

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=

Please provide Workers Comp. Certificate & Certificate of Insurance

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

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

Vendor Registration



Economic Inclusion: (Select all that apply; at least 1 must be selected)

Certifying documentation or a notarized declaration must be provided to SMHA to prove status:

- | | |
|--|---|
| Not Applicable <input type="checkbox"/> | Disabled Owned <input type="checkbox"/> |
| Small Business Enterprise <input type="checkbox"/> | Veteran Owned <input type="checkbox"/> |
| Women Owned (at least 51%) <input type="checkbox"/> | Section 3 Business Concern <input type="checkbox"/> |
| Minority Owned (at least 51%) <input type="checkbox"/> | |

Type of Business/Services offered: (Select all that apply; at least 1 must be selected or entered in Other)

- | | |
|--|--|
| Asphalt Repair <input type="checkbox"/> | Janitorial Services <input type="checkbox"/> |
| Cabinet Installation <input type="checkbox"/> | Landscaping Services <input type="checkbox"/> |
| Carpet Cleaning <input type="checkbox"/> | Make Ready: Vacancy Prep Unit <input type="checkbox"/> |
| Concrete Repair <input type="checkbox"/> | Masonry <input type="checkbox"/> |
| Construction Management <input type="checkbox"/> | Moving & Packing <input type="checkbox"/> |
| Construction: Exterior Renovation <input type="checkbox"/> | Mowing Services <input type="checkbox"/> |
| Construction: Interior Renovation <input type="checkbox"/> | Painting & Painting Supplies <input type="checkbox"/> |
| Construction: New <input type="checkbox"/> | Plumbing <input type="checkbox"/> |
| Construction: Repair <input type="checkbox"/> | Roofing <input type="checkbox"/> |
| Demolition <input type="checkbox"/> | Siding <input type="checkbox"/> |
| Elevators <input type="checkbox"/> | Skills/Unskilled Labor <input type="checkbox"/> |
| Fire Suppression and Inspection <input type="checkbox"/> | Waste Removal <input type="checkbox"/> |
| Flooring <input type="checkbox"/> | Water Repair Restoration <input type="checkbox"/> |
| Hazardous Materials Removal <input type="checkbox"/> | Consulting (Various) <input type="checkbox"/> |
| HVAC <input type="checkbox"/> | ADA Compliance <input type="checkbox"/> |
| Extermination <input type="checkbox"/> | |
| Architecture/ Engineering <input type="checkbox"/> | Type: _____ |

Other: (Not listed above or explanation)

Vendor Registration



References: (Must enter 3 Professional References)

Please provide references of work performed for other customers within the last 12 months

Company:	
Contact Name:	Contract/Job Amount: _____
Phone:	Work Performed:
Physical Address:	
Email:	

Company:	
Contact Name:	Contract/Job Amount: _____
Phone:	Work Performed:
Physical Address:	
Email:	

Company:	
Contact Name:	Contract/Job Amount: _____
Phone:	Work Performed:
Physical Address:	
Email:	

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 200.317 -200.326
- HUD Procurement Handbook 7460.8 REV2
- SMHA's Procurement Policy and Procedures

Stark Metropolitan Housing Authority

Payment Terms

Dear SMHA Vendor:

It is Stark Metropolitan Housing Authority's (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."

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 payment until all required Davis Bacon documents have been received and verified.

Following is an example of purchasing and payment process at SMHA. First, when appropriate, vendor provides an estimate or quote. Quote can be verbal or in writing depending on scope and anticipated dollar amount of goods and or services. Once estimate / quote process been received, SMHA staff depending on value must prepare a purchase order (PO) for approval. Next, approved PO number provided to vendor by appropriate SMHA staff. Vendor coordinates delivery of goods or services with appropriate SMHA staff. Appropriate SMHA staff verifies delivery and quality of services and or goods provided by vendor. Vendor can now prepare an invoice. Invoice date must be on or after date of delivery of goods. If vendor provides services or a combination of services and goods, invoice date must be on or after appropriate SMHA staff verifies quality of services and or goods provided by vendor.

Vendor must submit invoice electronically to invoices@starkmha.org or mail to 400 Tuscarawas Street East, 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.

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 Tuscarawas Street East, Canton, Ohio 44702, Attention Accounts Payable.

Signature: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STARK METROPOLITAN HOUSING AUTHORITY
Electronic Payment/Deposit Authorization

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.

Internal: SMHA staff are not to complete this document on behalf of any property owner, vendor and/or contractor.

Stark Metropolitan Housing Authority General Terms and Conditions

The following General Terms and Conditions shall be applicable to all Purchase Orders issued by Stark Metropolitan Housing Authority (SMHA). Vendor is the party providing goods and/or services to SMHA pursuant to this Purchase Order. The parties to this Agreement expressly intend to create an independent contractor relationship. The parties further agree that the conduct and control of the work to be performed will lie solely with the Vendor. Neither Vendor, its employees, servants, or agents is an agent or employee of SMHA for any purpose, and no partnership, joint venture, employment, principal-agent, trust, or other relationship is created by this Agreement. In no event shall either party have the right or power, either express or implied, on behalf of the other party or otherwise to bind the other party in any way whatsoever.

CHANGES: No change in any of the terms, conditions, price, quantity, or specifications of this order will be effective without the prior written consent of SMHA. **PACKING:** No boxing, crating, or other handling charges will be allowed unless otherwise specified herein. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific written, email acceptable, authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route through the cheapest common carrier, and to bill SMHA as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. SMHA reserves the right to refuse COD shipments. **DELIVERY:** For any exception to the delivery date specified on this order, Vendor shall give prior notification and obtain written, email acceptable, approval thereto from SMHA's Purchasing Division. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver on time. The acceptance by SMHA of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. Delivery shall be made Monday through Friday between the hours of 8:30 a.m. and 4:00 p.m. No Saturday, Sunday or holiday delivery shall be made without written, email acceptable, approval. **REJECTION:** All goods or materials purchased herein are subject to approval by SMHA. Brand products quoted or specified shall not be substituted without SMHA's written, email acceptable, prior approval. Any rejection of goods or material resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by SMHA or returned, will be at Vendor's risk and expense. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein. **ASSIGNMENTS:** This Purchase Order may not be assigned without the prior written consent, email acceptable, of SMHA. Provisions of monies due under this Contract shall only be assignable with prior written consent, email acceptable, of SMHA. Any subcontract shall impose the terms and conditions of this Purchase Order on the subcontractor. **INFRINGEMENTS:** Vendor agrees to, identify, defend, and save harmless SMHA against all claims for patent, trademark, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered on this Purchase Order, and to assume all expense and damage arising from such claims. **AMENDMENTS:** Any amendments, modifications, extensions, or renewals of this Agreement must be made in writing and signed by Vendor and SMHA. **NONWAIVER BY ACCEPTANCE OF VARIATION:** No acceptance of nonconforming goods or services shall be deemed a waiver by SMHA of a breach thereof as to any particular transaction or occurrence. **WARRANTIES:** Vendor warrants articles supplied under this order conform to specifications herein, will be free from any defects in material, design or workmanship and are fit for the purpose for which such goods are ordinarily employed, however if a special condition, or

Stark Metropolitan Housing Authority General Terms and Conditions

particular purpose is stated, the material must also fit that condition or purpose. Furthermore, Vendor warrants that no services, products or supplies provided for under this Purchase Order will infringe upon the intellectual property rights of any third party. Vendor shall indemnify SMHA fully for any loss, direct damages, and claims by third parties based on a breach, whether actual or perceived, of any warranty contained herein. Vendor shall extend all warranties it receives from suppliers to SMHA. **PAYMENT, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment, nor will the period of computation for cash discount commence until receipt of a properly completed invoice of invoiced items are received and approved for payment. Per 2 CFR Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, SMHA is not permitted to incur with Federal Funds late fees, fines, penalties, and service charges. **TAXES:** SMHA, a political subdivision of the State of Ohio, is exempt from property, sales and use taxes. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims of encumbrances of any kind. **RISK OF LOSS:** Regardless of FOB Point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein occurring before delivery, and such loss shall not release Vendor from any obligation hereunder. **PRICES:** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower. If this order is for indefinite quantity, indefinite delivery, the price shall be firm for a period of one-year from the date the Purchase Order is issued. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Vendor warrants prices charged SMHA are not more the prices based on Vendor's catalog or published price list of commercial items sold in substantial quantities to the general public. **ACCEPTANCE:** This order expressly limits acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Vendor are objected to and are hereby rejected, unless otherwise provided in writing, email acceptable, by SMHA. **NON-WAIVER OF RIGHTS:** If either party does not seek compensation for breach or insist upon strict performance of any provision of this Contract, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision. Failure of SMHA to take any action or assert any right hereunder shall not be deemed a waiver of such right. **LAW AND VENUE:** This Purchase Order shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Ohio, regardless of conflicts of laws principles. Should any portion of the Purchase Order be found unenforceable due to statute or administrative or judicial decision, the operation or effect of the remaining provisions shall continue unaffected. Venue for any claim or dispute arising under this Purchase Order shall be in a court of competent jurisdiction located in Stark County, Ohio. Vendor consents to and expressly accepts the personal jurisdiction of such court. **EXAMINATION AND RETENTION OF VENDOR'S RECORDS:** a.) SMHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. b.) The Vendor agrees to include in first-tier subcontracts under this Purchase Order a clause substantially the same as in paragraph a) above. "Subcontract," as used in this clause, excludes purchase orders less than \$10,000. c.) The periods of access and examination in paragraphs (a) and (b) above for records relating to litigation or settlement of claims arising from the performance of this Purchase Order, or costs and expenses of this Purchase Order to which SMHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation claims, or

Stark Metropolitan Housing Authority General Terms and Conditions

exceptions. **NON-DISCRIMINATION:** In accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C., sec. 2000d – 42 U.S.C. sec 2000d-4, and the relevant federal regulation adopted pursuant to Title VI, the Vendor shall not discriminate against any company, subcontractor, employee, or other person on the grounds of race, color, sex, or national origin under any project, program, or activity supported by this Contract. **EEO REQUIREMENTS:** Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and agrees that the equal opportunity clause contained therein is incorporated in this Contract by this reference.

INDIVIDUALS WITH DISABILITIES: Vendor certifies that it will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. sections 793 and 794, as amended, and with the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., regarding its programs, services, activities, employment practices. The Vendor agrees that the Affirmative Action Clause of section 503 of the Rehabilitation Act is incorporated herein by this reference. **OSHA:** Vendor agrees to comply with the conditions of all applicable federal and state occupational and/or industrial safety and health acts, such as the Federal Occupational Safety and Health Act of 1970 (OSHA), the Ohio Revised Code, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless SMHA from all damages assessed against SMHA as a result of Vendor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply. **PREVAILING WAGES:** For federally funded Purchase Orders where Vendor will be performing work subject to prevailing wage requirements, Vendor shall pay its workers not less than the prevailing wage rates and shall comply with the following regulations: (a.) The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3); (b.) The Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by Department of labor regulations (29 CFR part 5); (c.) Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

CLEAN AIR AND WATER: For all contracts in excess of \$150,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

PROCUREMENT OF RECOVERED MATERIALS: If applicable, a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Vendor 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. Vendor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless Vendor 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 Agreement where: (1) Vendor purchases in excess

Stark Metropolitan Housing Authority General Terms and Conditions

of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, Vendor: (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. **ENERGY EFFICIENCY:** If applicable, the Vendor shall comply with all 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 of Ohio. **CONFLICT OF INTEREST:** Vendor certifies that it is in conformity with SMHA's Conflict of Interest Policy which is incorporated herein, available in full upon request, and made a term and condition of this Purchase Order. **INDEMNIFICATION:** Vendor agrees to at all times defend, indemnify, and hold harmless SMHA and its Board of Commissioners, Subsidiaries, Affiliates, directors, officers, agents, servants, and employees from and against any and all claims, actions, causes of actions, liabilities, losses, damages, costs, expenses, judgments or liens, including attorneys' fees, arising from bodily or personal injury, sickness, disease, death, or injury to property of any party arising directly or indirectly from, or in any way relating to, Vendor's supplying of goods and/or performance of the work whether caused in whole or in part by Vendor, its officers, employees, contractors, subcontractors, agents, or anyone for whose acts the Vendor may be liable. In any and all claims against SMHA, its Board of Commissioners, Subsidiaries, Affiliates, directors, officers, agents, servants, or employees by any employee or agent of the Vendor or anyone for whose acts the Vendor may be liable, the indemnification obligation shall not be limited in any way by the limitation, if any, on the amount or type of damage compensation or benefits payable by or for the Vendor under workers' compensation, disability benefits, or other employee benefits provided by law. The provisions of this section will survive the expiration or earlier termination of this Purchase Order. **LIMITATION OF LIABILITY:** SMHA shall not be liable for any indirect, incidental or consequential loss or damage of any kind including, but not necessarily limited to, lost profits. **DAMAGES:** Vendor is liable to SMHA for all actual and direct damages caused by Vendor's default. In the event Vendor fails to provide items or services as provided for hereunder, SMHA may substitute the items or services from a third party. SMHA may recover the costs associated with acquiring substitute items or services, less any expense or costs saved by Vendor's default, from the Vendor. **INSURANCE:** Except when the Purchase Order is for goods only (no services) and Vendor will not enter onto SMHA property to complete performance (a) Vendor shall maintain, at its sole expense, prior to commencing performance and throughout the term of the Purchase Order, the following insurance: (i.) Comprehensive Commercial General Liability Insurance with bodily injury and property damage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The coverage must extend to the completed operations of the Vendor; (ii.) Automobile Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit per accident; (iii.) Workers' Compensation Insurance which meets Ohio statutory requirements; and (iv.) Employer's Liability Insurance in the amount of \$500,000 each accident and \$500,000 each disease. (b) Other than Workers' Compensation and Employer's Liability insurance, all such policies shall name the Stark Metropolitan Housing Authority as an additional insured and shall state that Vendor's insurance is primary and non-contributory in favor of the Stark Metropolitan Housing Authority. **NOTE: THE APPROPRIATE POLICY ENDORSEMENT MUST BE INCLUDED WITH THE CERTIFICATE OF INSURANCE.** (c) Prior to commencing the work, Contractor shall provide certificates of insurance evidencing the required coverage and shall submit such certificates for approval to the Stark Metropolitan Housing Authority, 400 Tuscarawas Street East, Canton OH 44702 or by email to invoices@starkmha.org. **COPYRIGHT, PATENTS, RIGHTS IN DATA:** To the extent practicable, SMHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for SMHA and HUD purposes, including but not limited to, commercial exploitation (a) the copyright or patent in any work developed or discovered in the performance of Services under this Purchase Order, and (b) any rights of copyright or patent to which Vendor purchases ownership with funds awarded pursuant to this Purchase Order for the purpose of meeting the objective of

Stark Metropolitan Housing Authority General Terms and Conditions

this Purchase Order; and (c) SMHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all other information, materials and documents discovered or produced by Vendor pursuant to the terms of this Purchase Order, including but not limited to reports, memoranda, drawings or letters concerning the research and reporting tasks of this Agreement. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and one of the parties wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. **TERMINATION:** SMHA may terminate this Purchase Order in whole, or from time to time in part, for SMHA’s convenience at any time if it deems the Purchase Order to no longer be in SMHA’s best interests, for lack of funding, for the failure of Vendor to fulfill any obligation hereunder, or for other good cause. SMHA shall terminate by delivering to Vendor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Vendor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to SMHA all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process. If the termination is for the convenience of SMHA, SMHA shall be liable only for payment for services rendered before the effective date of the termination. If termination is due to Vendor’s failure to fulfill obligations of this Purchase Order, SMHA may (1) require Vendor to deliver to it, in the manner and to the extent directed by SMHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and Vendor shall be liable for any additional cost incurred by SMHA; and (3) withhold any payments to Vendor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to SMHA by Vendor. Any dispute shall be decided by the Contracting Officer.

Signature

Date

**RFP 02152023 Attachment I
NON-COLLUSION AGREEMENT**

NON-COLLUSION AGREEMENT

The undersigned offeror or agent, being duly sworn on oath, has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

The undersigned offeror or agent further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____
(Month and Year)

(Name of Organization)

(Printed Name and Title of Person Signing)

(Signature)

**RFP 02152023Attachment J
HUD FORMS**

Applicable HUD Forms Attached:

HUD-5369-B

HUD-5369-C

HUD 5370-C

HUD 50071

Please note that the Agency 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 Competitive Quote.

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

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;**
- 2) **Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and**
- 3) **Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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.

- (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.

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 thereof 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

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.

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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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) 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
- (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

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 11/30/2023)

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)