Department of Procurement Administration

100 S. Arch Street
Little Rock, Arkansas 72201
(501) 340-4821
www.mhapha.org

May 18, 2021

Addendum # 1

Reference: RFP # MHA-2021-01

Issue Date: April 25, 2021

Original Closing Date and Time: May 18, 2021 at 2:00 p.m. (CST)

New Closing Date: May 27, 2021 at 2:00 p.m. (CST)

The above solicitation is hereby changed/updated as follows:

Item #1: In every effort to maximize the solicitation efforts, the closing date will be extended to May 27, 2021 at 2:00 p.m. C.S.T.

All other terms and conditions will remain the same.

REQUEST FOR PROPOSAL (RFP)

RFP NAME: LOBBY KIOSK

RFP NUMBER: MHA-2021-01

PROPOSALS DUE:
MAY 18, 2020 BY 2:00 P.M. CST

COMPANY INFORMATION:
LITTLE ROCK HOUSING AUTHORITY D/B/A
METROPOLITAN HOUSING ALLIANCE
100 S. ARCH STREET
LITTLE ROCK, AR 72201
PHONE (501)340-4821

TECHNICAL SUPPORT CONTACT:
KEDRICK JONES, IT COORDINATOR
EMAIL: KJONES@MHAPHA.ORG

REQUEST FOR PROPOSAL (RFP)
LOBBY KIOSK SERVICE
LITTLE ROCK HOUSING AUTHORITY D/B/A METROPOLITAN HOUSING ALLIANCE

Advertise Date: April 25, 2021 & May 2, 2021

Title: RFP for Lobby Kiosk

Issuing Agency Little Rock Housing Authority D/B/A Metropolitan Housing Alliance
100 S. Arch Street
Little Rock, Arkansas 72201

Period of Contract: From Date of Award through two years. (Renewable for three one-year terms thereafter)

Sealed Proposals Will Be Received Until **May 18, 2021 until 2:00 P.M**. For Furnishing the Services Described Herein.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

Metropolitan Housing Alliance, Attention: Department of Procurement Administration – Lobby Kiosk Services, 100 S. Arch Street, Little Rock, Arkansas 72201.

In compliance with this Request for and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned further certifies that he/she is authorized to sign this document on behalf of the submitting firm.

_____ Date: _____
Name of Firm

_____ By: _____
Address (Signature in Ink)

_____ Name: _____
City and State (Print or Type Name)

_____Zip Code: _____ Title _____

FEI/FIN NO. _____ Phone :(_____) _____

E-mail: _____ Fax :(_____)_____

NOTE: Changes to this RFP may be issued in the form of an addendum at any time prior to the due date and time for submitting proposals. Firms or individuals who obtain bid packages electronically are required to notify Jada Johnson at jjohnson@mhapha.org . MHA's purchasing regulations require each Offeror to submit a signed copy of the addendum to the above delivery address by the proposal due date and time or included with the firm's response to the solicitation.

REQUEST FOR PROPOSAL (RFP) – LOBBY KIOSK SERVICES

The Little Rock Housing Authority D/B/A Metropolitan Housing Alliance "MHA" requests the submission of written proposals from qualified firms; with a documented record of a full implementation plan that results in the product and services, and the delivery of access to Housing Authority software by the installation of a Lobby Kiosk.

The firm must have the ability to provide MHA with a Kiosk solution and the maintenance program required thereof. MHA will receive proposals from qualified firm(s) and/or individual(s) to provide two Lobby Kiosk and Maintenance Service to the office located at 100 S. Arch Street, Little Rock, AR 72201. MHA anticipates that it will initially award a contract for a period of forty-five (45) days for the original installation of the two (2) Kiosk, and a contract term of three (3) years for the maintenance and service agreement. The proposal due date is 2:00 p.m. (CST) Tuesday, May 18, 2021 and shall be submitted by digital submission via email only. MHA office hours are Monday through Friday from 8:00 a.m. to 5:30 p.m. (CST).

Single copies of the RFP package may be obtained, at no cost by:

1. Visiting the MHA's website at: www.lrhousing.org
2. Requesting a copy via email to kjones@mhapha.org. The Subject Line must read "RFP for Lobby Kiosk" .
3. Copies may also be picked up in person at: Metropolitan Housing Alliance 100 S. Arch Street, Little Rock, AR 72201.

This invitation for bid contains specific submission requirements, anticipated scope and period of service requirements, as well as terms, conditions and other pertinent information for submitting a proposal for this service.

For additional questions as it relates to this solicitation, please email your questions to Kedrick Jones at kjones@mhapha.org

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PURPOSE OF THE REQUEST FOR QUALIFICATION

As a result of the COVID-19 pandemic, Mayor Frank Scott declared a public health emergency on March 11, 2020. In every effort of the Metropolitan Housing Alliance executive team to take all necessary precautions to protect the residents and staff, MHA has been open for business, while closed for face to face interaction with the public. This new way of providing service to the residents has incorporated the used of emails and on-site drop box to submit pertinent documentation.

In conjunction with the effort to maintain the safety of residents and staff, MHA will minimize the contact through paper with the implementation of the Lobby Kiosk Services. The anticipated implementation will help to avoid virus transmission points by eliminating face-to-face interaction and physical handling of paperwork or receipts. Using this technology will allow the MHA staff to continue to serve its residents while reducing the risk of spreading the COVID-19 virus.

The purpose of this Request for Proposal (RFP) is to solicit bids and to establish a term contract with one firm through a competitive bidding process for Lobby Kiosk Services from a qualified vendor(s) to provide the specialized service to MHA. The objective of this contract is to provide the best KIOSK Service Agreement for MHA, its housing developments and residents in conjunction with the issuance of stipulations in accordance with the terms and conditions, scope of work and pricing.

GENERAL CONDITIONS

1. **Submission Place**. Submit proposals to:

METROPOLITAN HOUSING ALLIANCE EMAIL ATTENTION: Dr. Nadine Jarmon at njarmon@mhapha.org and Kedrick Jones at kjones@mhapha.org . The subject line must read "RFP for Lobby Kiosk".

2. **Submission Method**. **A digital copy only** of the written proposal ***including all required information must be executed and submitted in the proposal***. The email should be clearly marked and shall contain, in addition to the name and contact information of the proposer and the proposal title.

3. **Submission Time.** Proposals must be received by 2:00 p.m., (C.S.T.) May 18, 2021. It is the Responder's responsibility to assure that his proposal is delivered at the proper time and place. Proposals which for any reason are not so delivered will not be considered. ***Offers by telegram, telephone, or facsimile are not acceptable.***

4. **Selection Process.** The responses received will **not** be publicly open on the submission date. Once MHA has performed all necessary due diligence the Vendor will be appointed by MHA's Board of Commissioners or its assigned. Respondents not selected for this list will be notified in writing. Any attempt to circumvent the procurement process will be considered a violation and upon clarifications, staff will deem the proposal submission disqualified.

5. **Interpretations.** Any questions concerning conditions and specifications shall be directed in writing to the Metropolitan Housing Alliance, ATTENTION: Kedrick Jones at kjones@mhapha.org for receipt no later than the May 16, 2021 returning all responses by the close of the next business day. Inquiries must reference the proposal title and due date. No interpretation shall be considered binding unless provided in writing in the form of an addendum by MHA.

6. **Definition of Terms.** As used herein, "firm" "Responder," and "consultant" are generally interchangeable and may have the same meaning depending upon the context in which the term is used.

7. **Withdrawal of Proposal.** Proposals may be withdrawn upon receipt of a written request prior to the date and hour fixed for opening. If a Responder seeks to withdraw a proposal after the opening, the Responder must comply with Instructions to Bidders HUD FORM-5369. Prior to approving or disallowing the request, an opinion will be obtained from the MHA's legal counsel indicating whether or not the Responder is bound by the proposal.

8. **Execution of Proposal**. The original proposal must contain a manual signature of an authorized representative of the Responder. The proposal must be typed. All corrections made on the proposal sheet must be initialed by the authorized representative. The company name must appear on the cover sheet. The proposal must include all documents, materials and information required herein.

9. **Prices and Terms**. Fee proposal shall be made for the period designated and include all costs for the service specified. MHA reserves the right to negotiate all elements of the Responder's proposal, including fees. Some work may require a 24 hour/7 day a week on-call service without holiday observations. The responsive and responsible bidder should be available to provide services at any reasonable time. Price is not a factor in the evaluation criteria of this proposal.

10. **Conflict of Interest.**
    a. No employee, officer, Board member, or agent of the MHA shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:
    b. An employee, officer, Board member, or agent involved in making the award;

c. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
d. His/her partner; or
e. An organization which employs or is negotiation to employ, or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information

No officer, employee, Board member, or agent shall ask for or accept gratuities, favors, or items of more than $25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition Against Contingent Fees

Contractors wanting to do business with the MHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

All Responders must disclose with their proposal the names of any persons listed in paragraphs a.-e. of this section and who owns and/or operates, directly or indirectly, an interest in the Responder's company or any of its branches.

11. **Cost of Proposal.** All costs incurred, directly or indirectly, in response to this request for proposals shall be the sole responsibility of and shall be borne by the Responder(s).

12. **Proposal Opening**. The proposals will be received by MHA and will not be opened publicly.

13. **Proposal Tabulations**. A list of Responders submitting proposals will be furnished upon written request via email.

14. **Awards.** As the best interests of MHA may require, the right is reserved: to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals; or to waiver any minor irregularities or technicalities in proposals received.

15. **Form of Purchase.** The acceptance of the Responder's offer for the services specified herein will be made by executing a duly authorized contract Agreement prepared by MHA in form and content. Responders are cautioned against making assumptions or accepting any representations by any employee, member, officer or representative of MHA concerning the award of the purchase until the contract agreement has been fully executed.

16. **Non-Conformance to Conditions/Specifications**. Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the vendor's expense. Services not provided as per the scope of work may result in the Responder being found in default; in which event any and all re-procurement costs may be charged against the vendor. Any violation of these stipulations may also result in the vendor's name being removed from MHA vendor mailing list.

17. **Availability of Funds.** In the event funds necessary to finance the purchase of the services are not available, MHA may cancel the award and all binding agreements will become null and void upon no less than twenty-four (24) hours' notice in writing to the Responder. Said notice may also be delivered by certified mail, return receipt requested. MHA shall be the final authority as to the determination of the availability of funds.

18. **Government Restrictions.** In the event any governmental restrictions may be imposed which would necessitate alteration of the performance of services offered, it shall be the responsibility of the successful Responder to immediately notify MHA in writing and specifying the regulation which requires an alteration. MHA reserves the right to accept such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to MHA.

19. **Assignment or Transfer.** The successful Responder shall not assign or transfer any interest in the purchase of services, in whole or part, without written approval of the Board of Commissioners or assigned for MHA, except: 1) that claims for sums of money due, or to become due from MHA pursuant to the contract may be assigned to a bank, trust company or other financial institution; or 2) the Responder represents an underwriter in which case the underwriter must be named in the proposal. MHA is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Responder obtaining prior written consent.

20. **Patents and Royalties**. The successful Responder shall indemnify and hold harmless MHA and its employees from liability of any nature or kind, including cost and expenses (for or on) account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by MHA. If the Responder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, devise, or materials involved in the work.

21. **Advertising**. In submitting a proposal, Responder agrees not to use the results therefrom as part of any commercial advertising.

22. **Liability.** The successful Responder shall hold MHA, it officers, agents and employees harmless from liability of any kind in the performance of the contract resulting from these conditions and specifications.

23. **Facilities.** MHA reserves the right to inspect the successful Responder's facilities at any time with proper notice.

24. **Availability of Records**. MHA, and any duly authorized representatives, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers and the like, of the Responder, or in the possession of the Responder, which shall relate to performance of the services to be provided.

25. **Permits and Licenses.** The successful Responder shall obtain all permits and licenses that are required for performing his work by all laws, ordinances, rules and regulations or order of any officer and/or body lawfully empowered to make or issue the same and having jurisdictions, and shall give all notices necessary in connection therewith and pay all fees relating thereto and all cost or expenses incurred on account.

26. **Taxes.** The successful Responder shall assume, and is liable for, all state and federal payroll and/or social security taxes, and guarantees to hold MHA harmless in every respect against same.

27. **Insurance.**

a. Worker's Compensation Insurance -- The successful Responder shall take out and maintain during the life of the contract, Worker's Compensation Insurance, in accordance with State or Territorial Workman's Compensation Laws, for all of his employees employed at the sites of the work called for in these specifications.

b. General Liability and Property Damage Insurance -- The successful Responder shall take out and maintain during the life of the contract, such general liability insurance as shall protect the firm while performing work covered by the contract from claims for damages which may arise while performing work covered by the contract or by any other directly or indirectly employed by the firm and the amounts of such insurance shall be as follows:

(1) General Liability Insurance in an amount not less than $1,000,000 for injuries, including death, to any one person and subject to the same limit for each person in an amount not less than $1,000,000 on account of one occurrence.

(2) Motor Vehicle Liability Insurance on all vehicles owned, leased or otherwise used by the successful Responder in an amount of not less than $500,000 for injury, including death to any one person in an amount not less than $500,000 on account of one occurrence and property damage insurance in an amount not less than $500,000 for each occurrence, said liability limited to occurrences on the job sites.

c. In addition to the above requirements to obtain and maintain general liability insurance, and motor vehicle liability insurance in which MHA is an additional named insured, the successful Responder shall agree to hold harmless; MHA, its officers, agents and employees, which arise out of any action or omission of the Responder or any of his officers, employees or agents, which condition was not specified to be created or maintained by the contract. The agreement to hold harmless MHA, its officers, agents and employees, harmless shall not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which the specifications are made a part.

d. The company must be licensed to do business in the State of Arkansas. The ability to obtain this designation has an option of receipt within 15 days of submittal.

e. Bonding – If required, the successful Responder shall provide a letter of an irrevocable letter of credit for no less than $20,000.00 price with a monitoring and disbursements agreement with the HA and if at any time the contract exceeds $20,000.00 the vendor will need to produce a Company Bond covering the Company and Employees of the Company during the life of the contract. The bonding amount for each employee shall be made known to MHA. The Company shall provide a copy of the bond to the MHA annually. Bonding will be enforced for construction contracts and maintenance service contracts only. All other contracts will have the surety coverage requirement provided within the statue of the scope of service.

28. **Proof of Insurance**. The successful Responder shall furnish to MHA, a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the work performed under the contract agreement.

29. **Standards of Conduct.** The successful Responder shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

30. **Removal of Employees.** MHA may request the successful Responder to immediately remove from this assignment and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

(1) Neglect of duty.
(2) Disorderly conduct,
(3) Theft, vandalism, immoral conduct or any other criminal action including and not limited to Illegal Activity.
(4) Failure to perform services as agreed to per scope of work in contract.

31. **Supervision/Identification.**

(1) The successful Responder shall provide adequate competent supervision at all times during the performance of the contract. To that effect, the assigned representative of the Contractor and one or more alternates shall be designated in writing to MHA prior to contract start. The Contractor or his designated representative must be readily available to meet with MHA personnel. The successful Responder shall provide the telephone numbers where its representative(s) can be reached.

(2) The successful Responder shall furnish employees and representatives of the Contractor with identification as to their employment by the Contractor.

32. **Performance Evaluation Meetings**. The assigned representative of the Consultant shall be readily available to meet with representatives of MHA weekly during the first month of the Contract and as often as necessary thereafter. A mutual effort will be made to resolve any problems identified at these meetings.

33. **Disputes.**

a. **Protest of Award.** Any person or Responder who disputes the decision to award a contract and who has been adversely affected by a decision or intended decision concerning a notice of intended or actual purchase award may

file a written notice of protest with the contact person listed in the solicitation. All notices must be received within in (10) ten calendar days after the contract award.

b. **Filing the Protest.** All bid protests shall be in writing. All protests of competitive proposals shall be submitted to the Chair of the Board of Commissioners.

c. **Content of Formal Written Notice.** The formal written notice must be printed, type written, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:

(1) The name and address of the person or Responder filing the protest and an explanation of how their substantial interests have been affected by MHA's notice of the intended or of actual purchase award;

(2) A statement of how and when the person or Responder filing the protest received notice of the Request for Proposal or notice of intended or actual award.

(3) A statement of all issues of disputed material fact. If there is none, the protest must so indicate.

(4) A concise statement of the ultimate facts alleged, as well as MHA's policies which entitle the person or Responder filing the protest to relief;

(5) A demand for relief to which the person or Responder deems themselves entitled; and

(6) Any other information which the person or Responder contends is material.

d. **Response to Protest.** Upon receipt of protest which has been timely filed, the solicitation process, or award process may be stopped until the protest is resolved. MHA, if it is deemed necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to health, safety or welfare. This written determination will specifically detail the facts underlying MHA decision and will constitute final action.

e. **Resolution.** MHA may request such other information pertaining to the matter as deemed appropriate. Within ten days of the date of receipt of the written protest, MHA will notify the person or Responder making the protest of its decision.

ORGANIZATIONAL AND OPERATIONAL INFORMATION

34. **Purpose**. The following information regarding MHA is provided to aid Responder's submitting proposals in understanding MHA's organizational structure.

35. **Organization Structure**. MHA has 2913 Housing Choice Vouchers, 248 public housing units and 27 NSP II units.

36. **Program Requirements/Scope of Services.** MHA is seeking proposals from qualified Lobby Kiosk Service firms to provide the services as an initial award contract period of forty-five (45) days for the initial installation of the two (2) Kiosk, and a term of three (3) years for the maintenance and service of the contract. ***See Attachment 1 for detailed Scope of Services.***

SELECTION CRITERIA

37. **Selection Criteria.**

The proposal evaluation is based on the criteria as provided below. All proposals will be evaluated by MHA representatives. The evaluators may conduct interviews with "short-listed" firms to clarify information provided in the proposals and who deems to be most qualified. The interview process may include a verbal interview, and on-

line or on-site demonstration of the Kiosk services. MHA desires to award the contract to the Respondent that demonstrates the ability to provide the highest quality of service with fair and reasonable pricing. To accomplish this goal, the MHA's criteria for selection shall include:

PROPOSAL EVALUATION CRITERIA	**Max Points**
Organizational Capacity: (1) Respondent's organizational capacity will be evaluated through an assessment of the Respondent's staff, specialists', and consultants' experience and qualifications. In addition, the Respondent's ability to perform the work in a timely manner will be evaluated through a review of previous performance on similar projects, as well as current and projected capacity and workload. (2) Maximum consideration will be given to those Respondents having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work timely, given current and projected workload	**30**
Relevant Experience and Past Performance: (1) Relevant experience and past performance will be evaluated through an assessment of previous similarly related projects completed to date. (2) Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a documented track record of successfully completing projects of the same type required by this RFP. (3) Maximum consideration will also be given to those Respondents who exhibit a successful track record of performing similar services for public housing authorities.	**25**
Respondent's Approach/Engagement Related to the Scope of Service: (1) The Respondent's approach and response to the Scope of Service will be evaluated through an assessment of the proposed approach for each element of work identified in the Scope of Service. (2) Maximum consideration will be given to those Respondents, who demonstrate through their submittal, a clear and prudent plan for performing the required work within the established timeframe, if applicable.	**25**
Proposal Cost: (1) Proposal cost will be evaluated through a careful analysis of cost compared to the other Respondents proposals. (2) Maximum consideration will be given to those Respondents, who demonstrate through their submittals, the ability to perform the required work at minimum cost to MHA.	**20**
Total Points	**100**
Disadvantaged Business Enterprise (DBE): (1) The level of Disadvantage Business Enterprise (DBE), Women Business Enterprise (WBE) and Section 3 participation will be evaluated through an assessment of action plans and participation schedules submitted.	**5**
Section 3 Participation Plan: (1) Maximum consideration will be given to those Respondents, who demonstrate through their submittals, that MHA's state participation goals, in terms of DBE,WBE and Section 3 business enterprise contracting, and Section 3 resident employment and training, will be met.	**5**
Additional Point Options	**10**

MHA has the right to evaluate, review and perform due diligence on all background information prior to making a final decision.

38. **Selection of Finalist.**

a. All Responders meeting the submission requirements as outlined in Paragraph 49 will then be contacted to provide all documentation required.

b. MHA has the right to select more than one firm to perform the services necessary to effectuate this contract.

39. **Contract Award**. The contract for providing Lobby Kiosk services at sites owned and operated will be approved by MHA Contracting Officer or assigned.

40. **Time Schedule.** The MHA's goal to contract is for successful responders to have contract signing within 10 days of bid opening.

41. **Payment.** MHA shall make scheduled payments for the services provided. Payments shall be due and payable as specified in the contract and subject to the receipt of an acceptable invoice by MHA at 100 South Arch Street, Little Rock, AR 72201, ATTN: Accounts Payable.

42. **Notice.** All written notices required to be given by either party under the terms of the contract(s) resulting from the proposal award shall be addressed to the contractor(s) at their legal business residence as given in the Contract. Written notices to MHA should be addressed as follows:

Metropolitan Housing Alliance
ATTN: Procurement Department
100 South Arch Street
Little Rock, AR 72201

43. **Cancellation.** Irrespective of any default hereunder, MHA may also at any time at its discretion cancel the contract in whole or in part, and in such event the Consultant shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as per clause in the contract.

44. **Laws.** Contract shall be governed by the laws of the State of Arkansas.

45. **Contract Document.** A written contract document will be prepared by MHA.

46. **Travel**. All travel and miscellaneous expenses will be borne by the Vendor.

47. **Supplemental Condition**. MHA reserves the right to delete any scheduled item and/or reduce/increase the quantity of any scheduled item as deemed necessary.

48. **Hours of Operation and Holidays.** **MHA has on-call staff available 24 hours a day**. The normal business working hours is Monday through Friday from 8:00 a.m. to 5:30 p.m. (C.S.T.).

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (3rd Monday in February)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Eve
12. Christmas Day

SUBMISSION REQUIREMENTS

49. **Initial Submission**. Initial proposal package must contain, at minimum, the following information and materials, ONE **(1) DIGITAL COPY** of the proposal will be required:

- Letter of Transmittal
- Table of Contents
- Experience in Scope of Services Required
- Experience in Lobby Kiosk Installation
- Organization Structure and Staffing
- Qualifications of Personnel
- Information Regarding Responder's Licensing, Insurance, and Operations Requirements for Meeting Federal, State, and Local Laws Governing as governed by Specific Profession
- Demonstrated Interpretation of Scope of Services
- Fee Proposal
- Non-Collusive Affidavit
- Information Concerning the Responder's Affirmative Action; Plans, Policies, and Resident Employment Opportunities
- References, former and current client list
- HUD Required and attached documents

50. **Organization.** The information included in your proposal package should be formatted in the order listed above.

51. **Experience in Scope of Services Requirements**. Provide as a minimum the following information:

(1) Information on the Responder's background.

(2) What is the Responder's largest account held? When and how did you get the contract? Are you currently in the contract? How many employees were hired for the contract? Who is the contact for this contract?

(3) Does the Responders expect to use subcontractors?

(4) Responders to provide type of ownership for company and subcontractors.

(5) Responder to supply staff information for formerly employed by MHA and the reason for leaving.

(6) Has any individual or subcontractor to be assigned to this engagement or associated with your firm or team ever been charged, indicted or convicted of a felony or misdemeanor greater than a Class "C" in the last five years? If YES, please indicate the name, the nature of the charge, indictment or conviction, and the ultimate disposition of such charges, indictment or conviction for each individual.

(7) Has any member of your firm or team or any individual to be assigned to this engagement or associated with your firm or team, or any individual to be assigned to this engagement or associated with your firm or team, ever been subject of any audit, investigation, or report to determine whether such individual, firm or team engaged in misfeasance, malfeasance, or nonfeasance or failure to perform under any contract? If YES, please describe in detail.

(8) Has any member of the service team or any individual to be assigned to this engagement or associated with the team, ever been included on the "List of Parties Excluded from Federal procurement and Non-Procurement Programs"? If YES, please describe in details the period of disbarment and reason for the action?

(9) Have any members of the service team or subcontractor to be assigned this engagement ever been employed by the Metropolitan Housing Alliance? If YES, please describe and note the reason for departure.

(10) Company ownership. If incorporate, the state in which the company is incorporated and the date of incorporation. (NOTE: An out-of-state vendor must become duly qualified to do business in the State of Arkansas before a contract can be executed.)

(11) Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable.

(12) Location(s) of the company offices and location of the office servicing any Central Arkansas account(s)or Little Rock Housing Authority D/B/A/ Metropolitan Housing Alliance Account.

52. **Experience Relative to the Populations Served in this Request for Proposals.** Provide as a minimum, names of firms/organizations the Responder has provided Lobby Kiosk service to wherein the population consisted of elderly persons, physically handicapped persons, and/or mentally handicapped persons. Include the names of the firms/organizations served wherein these populations existed, contact person(s)' name and title, and telephone number. How long did Responder contract with the firms/organizations?

53. **Organization Structure and Staffing**. Please provide an organizational chart of the members of your staff that will be dedicated to this service.

54. **Proposal s and Experience of Assigned Personnel.** List all key members of your Responder and who will be committed to this service. Indicate the function of each member, job title, work experience, specialized skills/training/credentials that are relevant to the required services, professional registrations.

55. **Licensing, Insurance, Operational Requirements**. Provide documentation that the Responder is in compliance with applicable Federal, State, and Local Laws governing licensing, insurance, and operational requirements for Lobby Kiosk Firms. Provide documentation of insurance applicable to coverage required by Request for Proposals.

56. **Demonstrated Interpretation of Scope of Services**. Describe how your Responder interprets the scope of services.

57. **Fee Proposal.** The Responder should include as **Attachment #4** cost per hour, and profession. Also, include any cost for anticipated increases per the extension year.

58. **Notarized Full Disclosure.** MHA requires that a notarized Full Disclosure Statement be provided by each officer, owner, or principal of your organization as requested. In preparing these documents, please be governed by the following guidelines:

(A) **Sole Proprietorship.** A Sole Proprietorship is a business owned by one individual. Therefore, a signed notarized Full Disclosure Statement must be provided by the owner of the business organization. The Responder should state in the body of the Full Disclosure Statement that the business organization is a sole partnership.

(B) **Partnerships.** A partnership exists when two or more persons associate to conduct a business enterprise. Therefore, a signed and notarized Full Disclosure Statement must be provided for each partner of the business organization. The Responder should state in the body of the Full Disclosure Statement that the organization is a partnership and should also identify, by name, each partner of the organization. This criterion applies to all types of partnerships.

(C) **Corporations.** A corporation is a legal entity created by individual state law. An organization is generally required to submit a specific list of officers required by law at the time of their application for incorporation. The

Responder should state in the body of the Full Disclosure Statement that the organization is a corporation and should identify, by name, each officer holding these titles. The Responder should also indicate the state in which it was incorporated and, by the same token, be governed by titular requirements of that state.

(D) If your organization is a business trust, joint stock Company, cooperative or an international organization, please contact MHA for further instructions and guidance regarding this requirement.

59. **Equal Employment Opportunity Statement.** Responder must comply with Federal Regulations governing Equal Employment Opportunity.

60. **Resident Opportunity.** The MHA encourages all firms to consider residents for employment, whenever possible.

(A) It is the policy of MHA to provide to the greatest extent feasible, that opportunities for minority and women participation in Contracting and subcontracting and that training and employment be given by Contractors and subcontractors to residents of public housing owned by the Housing Authority.

(B) MHA does not currently have a specified percentage concerning minority and women participation in its Contracting and subcontracting. The Board of Commissioners anticipates formalizing a goal and, accordingly your response should recognize and anticipate formalizing a goal of 30% minority/women participation in its Contracting and subcontracting. This percentage would also include Section 3 (Housing and Urban Development Act of 1968) compliance concerning tenant contracting and subcontracting and/or employment. MHA Section 3 policies rules will apply.

61. **Affirmative Action Program.** Copies of the Responder's affirmative action plans, policies, procedures, etc. shall be provided upon request.

62. **References.** Provide a list of companies or organizations for whom you currently provide comparable services. For each entry include:

(1) The term (beginning and ending dates) of your contract agreement;

(2) A description of the scope of services; and

(3) The name, address, and telephone number of the individual that administered your contract.

63. **Non-Collusive Affidavit**. The attached form must be signed and notarized.

The Responder hereby authorizes and requests any person, firm, corporation and/or entity to furnish any information requested by MHA in verification of the references provided and for determining the quality of the service.

ATTACHMENT 1

SCOPE OF WORK

The kiosks will need to be designed and installed based on MHA requirements. MHA has final approval of the design and appearance of the kiosks to ensure they conform to existing architecture within MHA. Programming of the kiosks will be in conjunction with the MHA's IT Department to ensure connectivity to the MHA electronic filing system. The programming must allow for future expansion and the ability for MHA staff to update relevant information including, but not limited to, directory changes, staff biographical information, special event locations, etc. The kiosks will require power and data cable runs. The kiosks will be located in the lobby of the central office located at 100 S. Arch Street.

ALL quotes must contain the following information for installation of two (2) kiosk.

- Rendering of completed physical kiosk installation with listing of materials used and any modifications to existing MHA space. To be submitted to MHA for approval.
- Presentation of the programming content to determine the look on the screen. Amount of time needed to complete the project and length of lead-time needed for start of project.
- Electrical, data, and cooling requirements for kiosks.
- The kiosk needs to be interactive. The visitor should have the ability to navigate through various areas of the kiosk to find the information they are looking for.
- Kiosk should have both touchscreen and track ball capabilities for navigation.
- Visitor will type either in contact information (Name, Address, Home and Mobile number, T code, SSN) or scan state issues driver's license for input.
- Visitor choice list of reasons for visiting office and staff member.
- Visitor capability of uploading documents.
- System will notify staff member a client is in the lobby thru (massager, email, and voice message) MHA's choice of notification.
- System for notifying visitor of wait time or position.
- Recite printer
- MHA calendar should be displayed. It should have the ability to sort by event number, date, and department. A simple click of column headings will work for this. Also, the ability to click on an event to see a map and directions to get to the room.
- A section for FAQs
- A section for public notices
- Reporting capability to identify areas of the kiosk that are highly visited or hardly visited.

Maintenance

It will be the responsibility of the Vendor to

- Install the kiosks at the locations designated by the MHA, to include transporting, anchoring, and connecting electric.
- Installation will be coordinated with MHA.

- Maintain the kiosks, to include repairing the hardware, upgrading the software.
- When a kiosk problem is reported to the Vendor, there will be a 1-4 hour window for MHA to receive a response from the Vendor on the handling of the reported problem and a 48-hour repair or replace window.
- Provide monthly reporting to MHA detailing the activity of kiosk, including transaction volume. This will also include any stats requested in the future.
- Service kiosks, or provide a contractor to service kiosks, including maintaining the general appearance of kiosks, performing maintenance on kiosks, and making any necessary repairs to kiosks.
- Maintain support accessibility based on a 12-hour business day (weekdays) with Vendor same day support for kiosk system issues.
- Service agreement up to three (3) years after installation of kiosks.

Anticipated Contract Duration:
MHA expects to execute a Contract for the requested services. If necessary, and at MHA's option, time extensions and appropriate scope and compensation adjustments may be made by Change Orders to the Contract. Maximum contract duration shall not exceed five years.

ATTACHMENT 3

ACKNOWLEDGEMENT OF ADDENDA
LOBBY KIOSK

Contractor has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number:_____ Date Received:_____

Addendum Number:_____ Date Received:_____

Addendum Number:_____ Date Received:_____

Addendum Number:_____ Date Received:_____

Addendum Number:_____ Date Received:_____

_____
(Offerors Name)

_____
(Signature)

_____
(Printed or Typed Name)

ATTACHMENT 2

HUD ATTACHEMENTS

- INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION HUD-5369-B
- GENERAL CONTRACT CONDITIONS NON-CONSTRUCTION
- NON-COLLUSIVE AFFIDAVIT
- HUD-5369, CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS NON-CONSTRUCTION.
- HUD-50070, CERTIFICATION FOR A DRUG FREE WORK PLACE
- FULL DISCLOSURE STATEMENT

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:]

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 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,s earching 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-5370C 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 905.200) 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 II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. Minimum Wages

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

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

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

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

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

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

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

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ , BEING FIRST DULY

SWORN, DEPOSES AND SAYS: That he/she is _____

of _____, the Bidder that has submitted a bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Metropolitan Housing Alliance or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
Contractor

_____
Signature and Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

_____ _____
My Commission Expires: Affix Seal

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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)(l) 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)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

FULL DISCLOSURE STATEMENT

COMPANY NAME: _____

1. Each officer or principal is to submit this Disclosure Statement, notarized (if a financial or personal interest exists, vendors are required to make a Full Disclosure and should not submit this statement).
2. If a financial or personal interest exists between the principals, officers, directors and employees of the vendor or any of their immediate family members and employees, officers an commissioners of the Metropolitan Housing Alliance and their immediate family members full disclosure is required.

The undersigned certifies that, I, nor any members of my immediate family does not now and has not for the proceeding two years, had any interest, whatsoever, whether direct or indirect in the MHA or any of its members or officials including but not limited to the following:

1. Financial or business interests – meaning any interest which yields or has the potential of yielding directly a monetary or other material gain or benefit with any employees, officers and commissioners of MHA and members of their immediate families.
2. Personal interest – meaning any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of MHA and members of their immediate families.
3. Employment or services rendered as a member, official or officer of MHA.

Sole Proprietorships		**Partnerships**		**Corporations**	
_____		_____		_____	
Owner	Date	Partner	Date	President	Date
		_____		_____	
		Partner	Date	Vice President	Date
		_____		_____	
		Partner	Date	Secretary	Date

_____
Notary Date

My Commission Expires: _____

Venders having a financial or personal interest as described above shall make immediate, full and complete disclosure in writing to the Executive Director of the MHA. All full disclosures must be presented on Vendor's letterhead, notarized and signed by the individual making the disclosure.

WARNING
All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify vendor or contractor from bid. MHA reserves the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a vendor or contractor is qualified to be participating in the bidding process.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

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
X	