



ST. LOUIS  
**HOUSING**  
AUTHORITY

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# REQUEST FOR PROPOSALS

TO PROVIDE

401(a) Money Purchase Plan Recordkeeping and Plan Administration Services & Investment Advisory and  
457(b) Plan Recordkeeping and Plan Administration & Investment Advisory Services

FOR THE ST. LOUIS HOUSING AUTHORITY

Solicitation No. HR 24-02

**CONTACT PERSON:**

Erika Sparks  
(314) 286-4339

Issued: July 1, 2024

**EQUAL  
OPPORTUNITY  
EMPLOYER**

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### **Attachments Required to be Completed and Submitted with Proposal**

<b>1</b>	Cover Sheet.....	2 Pages
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## Request for Proposals

**Scope of Services:** The St. Louis Housing Authority (SLHA) seeks proposals from retirement plan providers for administration and recordkeeping services and investment advisory assistance for two of its retirement programs, its 401(a) Money Purchase Plan and its 457(b) Retirement Plan. Responders may bid on providing services on one or both programs. Providers must have governmental plan experience. The services SLHA is seeking for each plan include handling an investment platform, administrative and recordkeeping, providing plan documents and trust services, access to investment products, employee communication, and investment education and advisory services.

Proposals will be received until:

**Closing Time:** 3:00 p.m. (CST)

**Closing Date:** Tuesday, July 30, 2024

**Where:** The St. Louis Housing Authority  
Attn: Procurement Manager  
3520 Page Blvd  
St. Louis, MO 63106

**Phone:** (314) 286-4339      FAX (314) 289-7339      TDD (314) 286-4223

### **Proposals received after the stated time and date will not be considered.**

A contract will be awarded to the most responsible offeror whose proposal is most advantageous to SLHA, with price and other factors considered as defined in the Evaluation and Selection Criteria in the Request for Proposals (RFP) packet.

#### **Pre-proposal Meeting Information:**

Please join meeting from your computer, tablet or smartphone.

Time: **Monday, July 8, 2024 at 10:00 a.m. (CST)** (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/7351036062?pwd=ODBkbkVVL1dpaG8zMk9ydHRhMHNxZz09&omn=81852170177>

Meeting ID: 735 103 6062

Passcode: 758305

One tap mobile

+13017158592,,7351036062#,,,,\*758305# US (Chicago)

+13052241968,,7351036062#,,,,\*758305# US (New York)

Dial by your location

Find your local number: <https://us02web.zoom.us/j/kdozFII8ES>

**Proposal documents will be available at <http://www.slha.org/for-partners/vendors/>**

SLHA reserves the right to reject any and all proposals, to advertise for new proposals or proceed to accomplish the award by any means determined to be in the best interest of the Authority.

The award will be funded by the U. S. Department of Housing and Urban Development (HUD) and administered by SLHA. HUD reserves the right to review and approve the contract documents and the firm selected by SLHA.

All work must comply with all applicable laws, ordinances, codes, rules, and regulations.

Pursuant to established SLHA and HUD Affirmative Action and Equal Employment Opportunity goals, all Contractors are advised they must satisfy the goal to utilize qualified minority businesses to perform subcontract work or supply materials and/or equipment for the project and workforce content. The established goal for the business participation shall be no less than 25% MBE and 5% WBE of the total contract(s) price. The goals for workforce content are 35% minority and 5% women.

SLHA is also requesting quotations via SLHA Solicitation No. HR 24-03 for from insurance plan providers for its Group Term Life Insurance coverage, including providing a fully-insured GTL plan consisting of Basic GTL and VGTL. Bidders submitting proposals for 401(a) and/or 457(b) Plan services may, at their discretion, also provide a quotation, meeting the requirements of SLHA Solicitation No. HR 24-03, for such coverage. If interested in a copy of that solicitation, contact Erika Sparks at [esparks@slha.org](mailto:esparks@slha.org) or go to <http://www.slha.org/for-partners/vendors/>.

ST. LOUIS HOUSING AUTHORITY

BY: Latasha K. Barnes, Acting Executive Director

# 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:]

## **Additional Preparation and Submission Instructions**

### **1. Proposal Requirements**

All proposals must be submitted in the form prescribed by SLHA in this Request for Proposal (RFP). One (1) original and three (3) copies must be submitted. Proposal forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted. Failure to complete and submit any of the following could result in rejection of the proposal:

- A) Cover Sheet
- B) Statement of Offeror's Qualifications
- C) Representations and Certifications
- D) Questionnaire(s) responsive to the applicable plan(s)
- E) Representation Certifications and Other Statements of Offerors (form HUD-5369-C)
- F) Certification for Drug-Free Workplace (form HUD-50070)
- G) Debarment Certification Form (form HUD-2992)
- H) Certification of Payments to Influence Federal Transaction Form (form HUD-50071)
- I) Non-Collusive Affidavit
- J) Agreement of M/WBE Utilization and Minority & Women Workforce Content
- K) Minority & Women Workforce Content Form
- L) Women Business Enterprise Utilization Form
- M) Sample Contract for Services

### **2. Evaluation of Proposals**

Within sixty (60) days after receipt of proposals, SLHA will complete a review of all qualifications.

- A) An initial review of all proposals submitted will be conducted to establish responsiveness or non- responsiveness according to the submission of required documents on the part of the offeror.
- B) Upon establishment of responsiveness, the technical and price evaluation phase would begin. An internal Evaluation Team will be assigned to this project. Their responsibility is to: (1) thoroughly review each Respondent's proposal, (2) rate

- C) Each respondent will ultimately end up with a score based upon the points assigned to the Evaluation Factors by each team member. All individual Factors will be added to obtain an accumulated total score. At this point SLHA may decide, at its sole discretion, to enter into negotiations with the highest rated Offeror.

Should SLHA deem it advisable to obtain additional clarification, Respondents yielding clearly competitively high scores during the first phase evaluation **may** then be invited to a technical question and answer conference to be held at a specific time and date scheduled by the Procurement Section. **Not all Respondents may be asked to make such oral presentations.**

- D) During this oral evaluation phase SLHA may, at its discretion, request any one or all Offerors to make oral presentations. If invited to participate, at this point, based on their oral presentations, Offerors will again be evaluated on the technical evaluation factors.
- E) Each Respondent is cautioned that it is their responsibility to address information related to the Evaluation Factors outlined below, during the question and answer conference. SLHA is under no obligation to solicit such information if it is not included within the Respondent's presentation.
- F) In consideration of the evaluation team's final scores, SLHA intends to enter into price negotiations with, and award a contract to, the highest ranked Respondent(s) based on the points received for the **oral evaluation** phase.

### **3. Responsibility of Prospective Contractor**

- A) SLHA 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 the U. S. Government. Current lists of ineligible contractors are available for inspection at SLHA/HUD.
- B) Before an offer is considered for award, the offeror may be requested by SLHA 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.

#### 4. **Negotiations with Selected Offeror**

Once the evaluation process is complete, SLHA will negotiate with the highest ranked offeror. The negotiations will include clarifying the specific scope of work, performance period, and determining the final cost of the scope of work. If SLHA and the highest ranked offeror fail to reach an agreement, SLHA may negotiate with the next highest ranked offeror to reach an agreement, unless SLHA determines that it is in its best interest to re-solicit for these services.

Preparation/Execution of Agreement: The final engagement of the firm chosen by SLHA shall be conditioned upon the firm and SLHA agreeing upon a written contract to be executed by and between the firm and SLHA in the form and substance and with the terms and conditions determined to be in the best interests of SLHA and the Plan. The contents of the proposal submitted by the selected firm responding to this RFP may also become part of the written agreement between SLHA and said firm. Unwillingness on the part of the selected firm to agree to such terms and/or execute the agreement may result in SLHA selecting an alternative firm. The firm shall provide contractual indemnity to SLHA, its officers and employees, the Plan Trustees, and individual members, as acceptable to SLHA.

#### 5. **Notice of Award**

All offerors will be notified by mail of SLHA's selection as soon as possible. A successful offeror will be issued a Notice of Award. Within ten (10) business days, the offeror shall provide the following documentation:

- A) Proof of the appropriate insurance coverage:
  - (1) Worker's Compensation & Employers Liability – Statutory Amount **(Mandatory)**
  - (2) Comprehensive Automobile Liability for vehicles used
  - (3) Professional Liability - \$1,000,000 Each occurrence/\$1,000,000 Aggregate
- B) City of St. Louis Business License and Certificate of Corporate Good Standing for Prime and **all levels** of Subcontractors;
- C) Federal I. D. Number if not indicated or unreadable on the Business License;
- D) Evidence of the appropriate professional licenses as required.

If the selected offeror fails to provide the required information, the Notice of Award is null and void. SLHA may choose to award a contract to the next highest ranked offeror

or SLHA may choose to re-solicit for the service.

The resulting contract will be a fixed formula or fixed fee type contract. The contract terms, except those subject to negotiation, will be in accordance with those provided in form HUD 5370-C of this solicitation to the extent applicable to the services involved, as determined solely in the discretion of SLHA or as otherwise provided herein. Otherwise, changes in the basic terms of the contract are not acceptable.

**6. Commencement of Work**

The selected firm will be expected to begin work within ten (10) days of receipt of the Notice to Proceed.

**7. Cost of Producing Proposal**

All costs of producing proposal are the responsibility of the offeror. SLHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in the oral presentation or to participate in negotiations with SLHA for any offeror.

## Statement of Work

The St. Louis Housing Authority is a federally funded agency which administers subsidized housing to low-income families in the St. Louis area through public housing and Housing Choice Voucher programs. The SLHA receives its funding through the U.S. Department of Housing and Urban Development (HUD).

The SLHA seeks proposals from retirement plan providers for administration and recordkeeping services and investment advisory services for two of its retirement programs, its 401(a) Money Purchase Plan and its 457(b) Retirement Plan. Responders may bid to provide services on one or both plans. Providers must have governmental plan experience. The services SLHA is seeking include handling an investment platform, administration and investment advisory recordkeeping, providing plan documents and trust services, access to investment products, employee communication and investment education and advisory services.

These services shall continue indefinitely. However, SLHA has no obligation or liability whatsoever to maintain the Plan(s) and may terminate the Plan(s) at any time without any liability.

### Overview of Plans

**401(a) Plan.** The St. Louis Housing Authority Retirement Plan is a money purchase pension defined contribution plan. All full-time employees are eligible to participate after six months service. Principal Financial Services (Principal) is the current provider for SLHA's 401(a) plan. Principal has been the provider for SLHA's 401(a) plan since November 18, 2011. See enclosed **401(a) Money Purchase Plan Participation Data. (Subsection (1) of the Questionnaires applies to proposals for SLHA's 401(a) Money Purchase Plan.)**

SLHA employs approximately 116 eligible employees, and the plan asset size is approximately \$7.2 million.

Each money purchase plan participant has an individual account and the participant may self-direct the investments from a menu adopted by the plan. Benefits vest pursuant to a vesting schedule with participants being 50% vested if they have less than one year of service, with an additional 10% vesting for each year of service. Participants are 100% vested with five or more years of service. There are thirty investment options with Principal. The options are comprised of three (3) fixed income options, thirteen (13) target date options and fourteen (14) equity options. The current monthly contribution rate is 12.7% of base salary for all eligible employees. Statements are available online to participants. No loans or participant contributions are permitted under the Plan.

**457(b) Plan.** The St. Louis Housing Authority 457(b) Plan is a nonqualified deferred compensation plan. The Plan is available to all employees. Under the Plan, employees may elect to defer a portion of their salaries [and the Plan provides a Roth option as well

as for tax deferred contributions]. Participants may self-direct the investment of their account balance. Generally, participants may not withdraw funds until termination, retirement, or death. However, loans and hardship distributions are permitted. The plan assets are held in trust. Nationwide and Security Benefit Group are currently the two providers for SLHA's 457(b) plan. Nationwide has been a provider since October 7, 1987. Security Benefit has been a provider since May 30, 2004. See enclosed **457(b) Plan Participantion Data. (Subsection (2) of the Questionnaire applies to proposals for SLHA's 457(b) Plan.)**

SLHA is also requesting quotations via SLHA Solicitation No. HR 24-03 from insurance plan providers for its Group Term Life Insurance coverage, including providing a fully-insured GTL plan consisting of Basic GTL and VGTL. Bidders submitting proposals for 401(a) and/or 457(b) Plan services may, at their discretion, also provide a quotation, meeting the requirements of SLHA Solicitation No. HR 24-03, for such coverage. If interested in a copy of that solicitation, contact Erika Sparks at [esparks @slha.org](mailto:esparks@slha.org) or go to <http://www.slha.org/partners/vendors/>.

### 401(a) MONEY PURCHASE PLAN PARTICIPANT DATA

The plan assets are held in trust. **Principal** is the current provider for SLHA's 401(a) plan. Principal has been a provider since November 18, 2011.

#### Principal – 401(a)

Value of plan assets as of May 31, 2024	\$7,221,106.97
Number of employee/participants in the plan	92
Number of vested terminated participants that still have an account balance	9
Number of beneficiaries that have account balances in the plan	0

### 457(b) RETIREMENT PLAN PARTICIPANT DATA

The plan assets are held in trust. **Nationwide** is one of two providers for SLHA's 457 plan. Nationwide has been a provider since October 7, 1987.

#### Nationwide - 457

Value of plan assets as of May 31, 2024	\$292,340.44
Number of employee/participants in the plan	17
Number of vested terminated participants that still have an account balance	2
Number of beneficiaries that have account balances in the plan	0

The plan assets are held in trust. **Security Benefit Group** is one of two providers for SLHA's 457 plan. Security Benefit Group has been a provider since May 30, 2004.

#### Security Benefit Group - 457

Value of plan assets as of May 31, 2024	\$895,917.36
Number of employee/participants in the plan	32
Number of vested terminated participants that still have an account balance	6
Number of beneficiaries that have account balances in the plan	1

## Evaluation and Selection Criteria

1. Quality of responses to the RFP's Proposal Questionnaire, including proposer's relevant experience, systems capability, plan administration and compliance, participant and client services, and employee communication and education strategies. Ability to provide services that meet or exceed the existing services.(Maximum 30 points)
2. Investment Platform, including but not limited to stable value options [rate history, guarantees (if any), portfolio credit rating, and liquidity provisions at participant and plan level] and other investment option. (Maximum 30 points)
3. Cost to SLHA and plan participants. (Maximum 40 points)

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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



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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

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- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

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

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

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

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

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

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

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

#### **18. Dissemination or Disclosure of Information**

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

#### **19. Contractor's Status**

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

#### **20. Other Contractors**

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

#### **21. Liens**

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

**ATTACHMENT 1**  
**Must be completed and submitted with Proposal**

**COVER SHEET**

<b>INFORMATION TO OFFERORS OR BIDDERS</b>  <b>SECTION A - COVER SHEET</b>		<b>1. Solicitation No.</b> <b>HR 24-02</b>	<b>2. REQUEST FOR PROPOSALS</b>	
<b><u>INSTRUCTIONS</u></b>				
<p>Note the Affirmative Action Requirement of the Equal Opportunity Clause which may apply to the contract resulting from this solicitation. You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of solicitations involving awards of contracts exceeding \$25,000.00 which are not exempt from the provisions of the Equal Opportunity Clause.</p>				
<b>3. ISSUING OFFICE (complete mailing address, including zip code)</b> <b>St. Louis Housing Authority</b> <b>3520 Page Boulevard</b> <b>St. Louis, MO 63106</b>				
<b>4. ITEMS/SERVICES TO BE PROCURED (brief description)</b>			RETIREMENT PLAN P SERVICES	
<b>5. ADDITIONAL INFORMATION</b>  a. All correspondence should contain the Offeror's plus 4 zip code.  b. Offerors are requested to include their Federal Identification Number.				
<b>6. POINT OF CONTACT FOR INFORMATION</b>				
<b>a. NAME (Last, First, Middle Initial)</b>		<b>b. ADDRESS (including zip code)</b>		<b>c. TELEPHONE NUMBER (including area code)</b>
Sparks, Erica		<b>St. Louis Housing Authority</b> <b>3520 Page Boulevard</b> <b>St. Louis, MO 63106</b>		(314) 286-4339 / esparks@slha.org
<b>7. REASONS FOR NO RESPONSE:</b>				
<b>8. MAILING LIST INFORMATION</b> a. <input type="checkbox"/> Yes, We desire to be retained on the SLHA's mailing list for future procurements. b. <input type="checkbox"/> No, We do not wish to be retained on the SLHA's mailing list.				
<b>9. RESPONDING FIRM:</b>				
<b>a. Company Name:</b>			<b>b. Address (include zip code &amp; 4):</b>	
<b>c. Action Officer:</b>		<b>(2) Title:</b>		<b>(3) Signature</b>
<b>(1) Typed or Printed Name (Last, First, Middle Initial)</b>				<b>(4) Date Signed</b>

**OFFER (must be fully completed by offeror)**

<b>10. Offeror acknowledges receipt of amendment(s)</b> Number(s): _____ Date(s): _____	
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<b>11. Name and Address of Offeror:</b> _____ _____	<b>12. Name &amp; Title of Person authorized to Sign Offer (TYPE OR PRINT)</b> _____
---	---

<b>13a. Telephone No. (include area code)</b> _____ <b>13b. Facsimile No. (including area code)</b> _____	<b>14. Check <input type="checkbox"/> if remittance address is different from above - Enter such address in schedule</b> _____
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<b>15. Signature</b> _____	<b>Offer Date:</b> _____
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**AWARD (To be completed by Authority)**

<b>16. Accepted as to items numbered:</b> _____	<b>17. Amount:</b> _____
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<b>18. Submit invoices to:</b> St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106	<b>19. Contract Officer's Technical Representative:</b> Name _____ Telephone # _____
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<b>20. Administered by:</b> St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106	<b>21. Payment will be made by:</b> St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106
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<b>22. Name of Contracting Officer (Type or Print)</b> _____	<b>23. Signature of Contracting Officer:</b> _____
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<b>24. Award Date:</b> _____	
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**ATTACHMENT 2**  
**Must be completed and submitted with Proposal**

**STATEMENT OF OFFEROR'S QUALIFICATIONS**

**STATEMENT OF OFFEROR'S QUALIFICATIONS**  
**PROFESSIONAL SERVICES**

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he/she desires.

1. Name of Offeror. \_\_\_\_\_  
\_\_\_\_\_
  
2. Permanent main office address, including city, state, and zip code. (Include St. Louis Office address if main office is not in St. Louis.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Federal I.D. Number \_\_\_\_\_
  
4. Form of Business (i.e.: Joint Venture, Corporation, Partnership, LLP, Sole Proprietor, etc.)  
\_\_\_\_\_  
\_\_\_\_\_
  
5. When organized. \_\_\_\_\_  
\_\_\_\_\_
  
6. If a Corporation, where incorporated. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. How many years have you been engaged in business under your present firm name?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
8. General character of work performed by your company.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Have you ever failed to complete any work awarded to you. If so, where and why? (Be specific and attach separate sheets if needed.)

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10. Have you ever defaulted on a contract? If so, where and why? (Be specific, attach separate sheet if needed.)

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11. (a) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, sex, disability, age or religion? If so, give full details. (Attach separate sheets) \_\_\_\_\_

(b) Have you ever been accused of discrimination based upon race, color, nationality, sex, disability, age, or religion in any action or legal proceeding including any proceeding related to any Federal Agency? If so, give full details. (Attach separate sheets) \_\_\_\_\_

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the St. Louis Housing Authority in verification of the recitals comprising this Statement of Offeror's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Offeror)

By: \_\_\_\_\_

Title: \_\_\_\_\_

(New or updated Offeror's Qualifications will be required if last submittal to the Authority has been over 180 days from this contract Bid Date).

**ATTACHMENT 3**

**Must be completed and submitted with Proposal**

**REPRESENTATIONS AND CERTIFICATIONS TO SLHA**

## REPRESENTATIONS AND CERTIFICATIONS (SLHA)

The offeror makes the following representations and certifications as a part of the overall solicitation process. (Check appropriate boxes.)

### AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that -

- (a) It has  developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor 41 CFR 60-1 and 60-2; or
- (b) It has ,  has not, previously had contracts subject to the written affirmative action programs required of the rules and regulations of the Secretary of Labor.

### DRUG-FREE WORKPLACE

- (a) Definitions. As used in this provision.

**"Controlled substance"** means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

**"Conviction"** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**"Criminal drug statute"** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

**"Drug-free Workplace"** means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**"Employee"** means an employee of a Contractor directly engaged in the performance of work under an Authority contract.

**"Individual"** means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will:
  - (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will

- be taken against employees for such prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision:
  - (4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction:
  - (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and
  - (6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
    - (i) Take appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate 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.
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
  - (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of

this provision, renders the offeror unqualified and ineligible for award.

- (e) In addition to other remedies available to the Authority, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States code, Section 1001.

The undersigned certifies to the foregoing statements contained herein.

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Principal

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Company

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Date

**ATTACHMENT 4**  
**Must be completed and submitted with Proposal**

**QUESTIONNAIRE SECTION (1)**  
**401(a) MONEY PURCHASE PLAN**



**(1) QUESTIONNAIRE INFORMATION TO BE PROVIDED IN RESPONDING TO THIS RFP as to SLHA's 401(a) Money Purchase Plan**

**The following information must be submitted with the proposal as to SLHA's 401(a) Money Purchase Plan:**

**ORGANIZATION AND GENERAL FIRM INFORMATION**

1. The firm name, address of the office that will be providing service to SLHA, the addresses of any branch offices, and the primary contact's name and telephone number.
2. A general description of the firm, including date founded and by whom; current ownership and affiliations; names and titles of key officials or officers and their percentage of ownership.
3. The number of years the firm has provided recordkeeping and plan administration services to governmental plans.
4. A detailed discussion of the firm's consulting specialties, strengths, and limitations, including a description of how services are individualized to a particular client.
5. Whether the firm or any parent or affiliate is a broker/dealer, accepts trades for individual client accounts through a broker/dealer arrangement or manages money for clients.
6. A description of any fees charged by an investment management firm to be listed in your firm's consulting database and how your database is constructed, maintained, updated, and verified.
7. A list of all registrations, licenses, certifications, and other credentials held by the firm and the staff that will be involved with this proposed engagement.
8. A description of what your firm considers its fiduciary responsibility as to the requested recordkeeping and administration services and or investment consulting services.
9. The attributes of your business philosophy that distinguish your firm from competitors.
10. A description of any currently pending or threatened litigation involving your firm, and any litigation since January 1, 2000, involving key personnel, officers or principals, or other legal proceedings or government investigations involving fraud, negligence, criminal activity, or breach of fiduciary duty.
11. A description of any non-routine inquiry or investigation from any federal, state, or self-regulatory body or organization of key personnel, officers, or principals and the status of each inquiry or investigation.
12. The details of any errors and omissions insurance, fiduciary liability insurance, fidelity bond insurance, or any other insurance that would cover matters associated with engagement by SLHA, and whether such insurance requires notice of pending cancellation to your clients.
13. Indicate the total value of assets in all tax qualified defined contribution retirement plans for which you provide recordkeeping and plan administration services.
14. Three (3) current references for governmental plan clients that have utilized the firm's investment consulting services for the last three (3) years.
15. What is the name of the custodian proposed for the engagement? Please provide details

about the custodian and the services it will provide.

### **CLIENT SERVICE**

1. List the team members that would directly deal with SLHA: (a) during the transition and (b) on an ongoing basis. Include a bio for the key members of your proposed team.
2. For each of the last five years, show the number of accounts gained and the number lost, and the respective values for each. What is your average client duration for recordkeeping services?
3. What are your service/timing standards? Do you guarantee service performance? If so, describe.
4. Describe how your firm will communicate with staff, SLHA's Board of Directors and the Board of Trustees for the Plan.
5. Will you conduct periodic meetings with Employees?

### **ENROLLMENTS**

1. Please describe how you will assist with initial and ongoing enrollment.
2. Does your firm offer on-line enrollment? What would be required for the Plan to use that service?

### **RECORDKEEPING/ADMINISTRATION**

1. What administrative functions will you provide? (Please note if there is any additional cost associated with any given function.)
2. What are your procedures for monitoring client and plan participant satisfaction?
3. What procedures do you have to ensure plan administration integrity and accuracy? Please include participant account data in your description.
4. Please describe your participant statement capabilities. What items are included in the statements? Can they be customized?
5. Systems Maintenance and Remittance Procedures.
  - i. When was the most recent independent quality control audit of the recordkeeping system performed? Please provide a copy of the most recent audit.
  - ii. Please detail the most efficient way for SLHA to remit participant data and contributions to the firm. Are there any other options? If so, please describe.
  - iii. Briefly describe how the system processes, and how the firm administers:
    - Eligibility determination
    - Enrollments
    - Sending enrollment materials to participants
    - Assignment of PIN numbers and distribution of numbers
    - Contributions and contribution limits
    - Rollovers from other plans

- Final distributions
  - Beneficiary changes
  - Compliance with all IRS distribution requirements
- iv. Please describe how the system processes comply with the Internal Revenue Code and IRS regulations that apply.
  - v. Describe the back up and disaster recovery plans. Have these procedures been tested? Are the files archived and stored at a location off-site? How often are files backed-up? If the software was lost, is the raw data accessible to standard queries?
  - vi. With the full-service recordkeeping and administration, what administrative activities must SLHA still perform?
6. What other services can your firm provide in the areas of plan administration and recordkeeping?

## 7. Interactive Services

### A. Internet Capabilities.

- i. Does the firm offer online access at both the plan sponsor and participant level? If so, provide demonstration links and passwords.
- ii. Does the firm have back-up procedures in the event the server goes down during extreme market conditions? Please explain.
- iii. What security protocols and guarantees are in place?
- iv. What participant tools are available on the website?
- v. Does the website offer investment education or advice? If so, please describe.
- vi. How many times has the Internet site experienced down times over the past two years? How was this communicated to the Sponsor?
- vii. What makes the Internet site unique from the competitors?
- viii. What additional interactive services/software are provided (directly and online)? Please describe the capabilities and any related costs.
- ix. Does the firm provide participants with the ability to forecast future benefit accumulations?
- x. Is the website compatible with mobile devices such as smart phones? If so, is all functionality available or are there limitations when using a mobile device?

### B. Call Center.

- i. Does the Firm offer live administrator support? If so, does the firm record calls?
- ii. What is the toll-free number participants can call to reach a representative?
- iii. What are the days and hours of availability for telephone account service representatives? Describe the training received by the representatives.
- iv. What is the capacity of the call center? How many representatives are available to participants at busy times? What is the average response time to participant

calls? How does the firm manage capacity during periods of extreme market volatility?

### **REGULATORY SERVICES**

1. How will you keep us informed and updated on any regulatory and legislative changes?
2. How will you ensure that our Plan remains in compliance with tax and other laws?
3. Please describe your firm's capabilities in providing plan documents, policies, and administrative forms.
4. What are your procedures for monitoring client and plan participant satisfaction?
5. What procedures do you have to ensure plan administration integrity and accuracy?
6. Describe the back up and disaster recovery plans. Have these procedures been tested? Are the files archived and stored at a location off-site? How often are files backed-up? If the software was lost, is the raw data accessible to standard queries?
7. With the full-service recordkeeping and administration, what administrative activities must SLHA still perform?
8. What correction procedures does the Firm employ should plan limits be exceeded or other errors in compliance occur? Please describe in detail.
9. Tax Reporting. Does the firm provide all required tax data and compliance for plan distributions? How are withheld taxes processed for payment? Can the firm perform state tax withholding? Are tax statements issued?

### **PARTICIPANT SERVICES**

1. Provide details as to the process that will be used to produce participant statements. Include information regarding the procedure for reconciling or verifying account information prior to producing statements, proposed period for distributing statements, and a sample participant statement format.
2. Do you offer advice and education?
3. Do you offer model allocations?
4. How frequently will you meet with plan participants?
5. What resources do you have dedicated to participants?
6. Do you offer one-on-one consultations? If so, is there an additional fee?
7. Provide details on your internet access to account information including the account services and transaction capabilities available through your participant website.

### **INVESTMENT OPTIONS**

1. What is your company's process for selecting available mutual funds and other investments to enable a well-diversified portfolio?
2. Would our plan have access to open architecture when it comes to fund selection? Please provide a sample fund lineup you have used in the past for other clients.
3. Is there a qualified company representative who will be available to meet regularly with the Board of Directors and or the Board of Trustees or staff?

## CODE OF ETHICS

Explain in detail any potential for conflict of interest, which may be created by your firm's representation of SLHA. Include other client relationships that may inhibit services to SLHA. Describe any relationships in which your firm receives any form of compensation or revenue from investment managers or other third parties SLHA may contract with.

### PLAN RECORDKEEPING ADMINISTRATION AND TRANSITION

1. Provide a detailed description of how you intend to assist in the transition from the current recordkeeper and custodian.
2. Provide responses to the following:

#### **Project Team and Implementation Approach.**

- i. Please provide a sample timeline of activities. Describe who will be involved in each step and how this process will be managed.
- ii. If the Firm is selected, who will be the account manager both during the transition and on an on-going basis?
- iii. What has been the Firm's historical turnover of account representatives managing clients like SLHA?
- iv. How many accounts does the typical account manager handle at one time?

#### **Transition Plan.**

In the event of any termination of the Firm's services, SLHA expects that an orderly transition will occur to a succeeding service provider. With regards to such transition-out:

- i. Please describe the overall commitment to perform a transition to a new vendor in the event that SLHA elects to terminate and engage a new provider. Please advise of the fees, if any, for transition services following a decision by SLHA to terminate services.
- ii. What steps does the Firm take to insure the timeliness and accuracy of a transfer of data and other information during a transition? In the event of a transition that does not occur according to an agreed upon plan, will the Firm take responsibility for any and all economic losses to participants and sponsor?
- iii. Please describe the transition-out plan for participant records, plan level administrative records, contributions, and redemptions capabilities, etc. Provide estimates for the length of time for the transition and for man hours required from SLHA. Provide a draft transition plan.
- iv. In the response, the firm must confirm the understanding of and commitment to service SLHA's transition and continuity needs as expressed in this section and as follows:

Transition on Commencement of Contract. The plan recordkeeping and administration services provider selected by SLHA shall assume full services in accordance with a contract executed by the parties. The service provider shall coordinate and cooperate with SLHA's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

Transition and Continuity of Service upon Expiration of Contract. Continuity of services is necessary to SLHA. The recordkeeping and administration services provider selected by SLHA must affirmatively agree to this philosophy and upon expiration of contract, agree to:

- Exercise its best efforts and cooperation for an orderly and efficient transition of plan recordkeeping and administration to another service provider or to SLHA.
- Negotiate a plan in good faith with the successor to determine the nature and extent of the phase-in and phase-out services required. The plans shall specify a date for services described in the plan and shall be subject to approval by SLHA. The existing plan recordkeeping and administration services provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the services called for in the contract are maintained at the required level of need and proficiency.
- All SLHA property (including but not limited to, participant and SLHA system records; equipment; facilities; and materials) shall be returned to SLHA upon termination of the contract.

### **ADDITIONAL DOCUMENTS AND MATERIALS**

Please submit a copy of the following additional materials and documents pertaining to the Proposer(s) and/or proposing firm. These documents, where applicable, will carry significant weight in the selection process.

- The latest Annual Report or Statement of Financial Condition.\*
- The most recently filed SEC Form ADV, Parts I and II, if applicable.
- Service agreement(s) including those used when accepting fiduciary delegation.
- Policies and procedures related to: Conflict of Interest; Code of Ethics;; Disaster Recovery plan; Safeguarding customer records and information; Communicating critical information such as changes in ownership, organizational structure, or personnel in a timely manner; Revenue sharing; Accounting for investment expenses that impact Client accounts; Soft dollars, Commission recapture, Best execution, and proxy-voting.
- Policies related to servicing a plan, for example: Participant education, plan sponsor fiduciary education, best practices in maintaining plan records.

- A sample Investment Policy Statement the firm has developed when acting as an ERISA §3(38) fiduciary or, for a governmental plan, acting in the manner of an ERISA §3(38) fiduciary or when acting as an ERISA §3(21) fiduciary or, for a governmental plan, acting in the manner of an ERISA §3(21) fiduciary.
- A copy of a sample contract for services that the firm proposes to use for SLHA's Plan.
- The Proposer's standard marketing brochure(s) describing its services and/or products.
- Any other information necessary to gain a complete understanding of the Proposer(s) or firm and the services provided.

\*Not required for publicly traded companies.

If selected as a finalist, please be prepared to provide as reference the names of three (3) recent or current clients for whom you provide services.

### **FEES**

1. How is your firm compensated for services?
2. What percentage of your firm's revenue is derived from:
  - i. Commission relationships?
  - ii. Advisory relationships?
3. Does your firm receive any form of compensation or benefits from companies or individuals whose products or services you may refer or recommend? If yes, please explain.
4. Please describe any and all fees for services to SLHA's Plan under this proposal. Are there any additional fees charged in addition to the asset-based fee, such as: asset allocation, studies, manager searches, custodial fees, and travel expenses.
5. Are you willing to guarantee your fees for a specific period?
6. What is your ability to offset fees with 12b1 fees, finders' fees, or other embedded fees?

Please include an itemized breakdown of all fees and expenses including, but not limited to, advisory fees, investment expenses including any transactions costs, all direct and indirect fees charged by any proposed service provider. Identify any expenses that would not be covered through the fee structure and would be required to implement your firm's program.

The proposed fees shall be guaranteed for a minimum of two years after which any changes can be negotiated with SLHA. The method of payment will be set forth in the agreement between SLHA and winning Proposer. Once the TPA is selected, the fee may be negotiated further depending on the variance from other proposals received. In no case will the negotiated fee be higher than the fee contained in the Proposal submitted by Proposer.

**QUESTIONNAIRE SECTION (2)**

**457 B PLAN**



**(2) QUESTIONNAIRE INFORMATION TO BE PROVIDED IN RESPONDING TO THIS RFP as to SLHA's 457(b) Plan**

The following information must be submitted with the proposal as to SLHA's 457(b) Plan:

**ORGANIZATION AND GENERAL FIRM INFORMATION**

1. The firm name, address of the office that will be providing service to SLHA, the addresses of any branch offices, and the primary contact's name and telephone number.
2. A general description of the firm, including when the firm was founded and by whom; current ownership and affiliations; names and titles of key officials or officers and their percentage of ownership.
3. The number of years the firm has provided plan fund consulting services to governmental plans.
4. A detailed discussion of what is considered the firm's consulting specialties, strengths, and limitations, including a description of how services are individualized to a particular client.
5. Whether the firm or any parent or affiliate is a broker/dealer, accepts trades for individual client accounts through a broker/dealer arrangement or manages money for clients.
6. A list of all registrations, licenses, certifications, and other credentials held by the firm and the staff that will be involved with this proposed engagement.
7. A description of any fees charged by an investment management firm to be listed in your firm's consulting database and how your database is constructed, maintained, updated, and verified.
8. A description of what your firm considers its fiduciary responsibility about plan recordkeeping, administration or investment fund consulting services.
9. The services provided by your firm and the attributes of business philosophy that distinguish your firm from competitors.
10. A description of any currently pending or threatened litigation involving your firm, and any litigation since January 1, 2000, involving key personnel, officers or principals, or other legal proceedings or government investigations involving fraud, negligence, criminal activity, or breach of fiduciary duty.
11. A description of any non-routine inquiry or investigation from any federal, state, or self-regulatory body or organization of key personnel, officers, or principals and the status of each inquiry or investigation.
12. The details of any errors and omissions insurance, fiduciary liability insurance, fidelity bond insurance, or any other insurance that would cover matters associated with engagement by SLHA, and whether such insurance requires notice of pending cancellation to your clients.
13. Indicate the total value of assets in all defined contribution and or 457 plans for which you provide services. What is the total number of participants in all defined contribution and or 457 plans for which you provide recordkeeping services?

14. Three (3) current references for governmental plan clients that have utilized the firm's investment consulting services for the last three (3) years.
15. What is the name of the custodian proposed for the engagement? Please provide details about the custodian and the services it will provide.

#### **CLIENT SERVICE**

1. List the team members that would directly deal with SLHA: (a) during the transition and (b) on an ongoing basis. Include a bio for the key members of your proposed team.
2. For each of the last five years, show the number of accounts gained and the number lost, and the respective values for each. What is your average client duration for recordkeeping services?
3. What are your service/timing standards? Do you guarantee service performance? If so, describe.
4. Describe how your firm will communicate with staff, SLHA's Board of Directors and the Board of Trustees for the Plan.
5. Will you conduct periodic meetings with Employees?

#### **ENROLLMENTS**

1. Please describe how you will assist with initial and ongoing enrollment.
2. Does your firm offer on-line enrollment? What would be required for the Plan to use that service?

#### **RECORDKEEPING/ADMINISTRATION**

1. What administrative functions will you provide? (Please note if there is any additional cost associated with any given function.)
2. What are your procedures for monitoring client and plan participant satisfaction?
3. What procedures do you have to ensure plan administration integrity and accuracy? Please include participant account data in your description.
4. Please describe your participant statement capabilities. What items are included on the statements? Can they be customized?
5. Systems Maintenance and Remittance Procedures.
  - i. When was the most recent independent quality control audit of the recordkeeping system performed? Please provide a copy of the most recent audit.
  - ii. Please detail the most efficient way for SLHA to remit participant data and contributions to the firm. Are there any other options? If so, please describe.
  - iii. Briefly describe how the system processes, and how the firm administers:
    - Eligibility determination
    - Enrollments

- Sending enrollment materials to participants
  - Assignment of PIN numbers and distribution of numbers
  - Contributions and contribution limits
  - Rollovers from other plans
  - Final distributions
  - Beneficiary changes
  - Compliance with all IRS distribution requirements
- iv. Please describe how the system processes comply with the Internal Revenue Code and IRS regulations that apply.
- v. Describe the back up and disaster recovery plans. Have these procedures been tested? Are the files archived and stored at a location off-site? How often are files backed-up? If the software was lost, is the raw data accessible to standard queries?
- vi. With the full-service recordkeeping and administration, what administrative activities must SLHA still perform?
7. What other services can your firm provide in the areas of plan administration and recordkeeping?

**8. Interactive Services:**

**A. Internet Capabilities.**

- i. Does the firm offer online access at both the plan sponsor and participant level? If so, provide demonstration links and passwords.
- ii. Does the firm have back-up procedures in the event the server goes down during extreme market conditions? Please explain.
- iii. What security protocols and guarantees are in place?
- iv. What participant tools are available on the website?
- v. Does the website offer investment education or advice? If so, please describe.
- vi. How many times has the Internet site experienced down times over the past two years? How was this communicated to the Sponsor?
- vii. What makes the Internet site unique from the competitors?
- viii. What additional interactive services/software are provided (directly and online)? Please describe the capabilities and any related costs.
- ix. Does the firm provide participants with the ability to forecast future benefit accumulations?
- x. Is the website compatible with mobile devices such as smart phones? If so, is all functionality available or are there limitations when using a mobile device?

**B. Call Center.**

- i. Does the Firm offer live administrator support? If so, does the firm record calls?
- ii. What is the toll-free number participants can call to reach a representative?
- iii. What are the days and hours of availability for telephone account service representatives? Describe the training received by the representatives.
- iv. What is the capacity of the call center? How many representatives are available to participants at busy times? What is the average response time to participant calls? How does the firm manage capacity during periods of extreme market volatility?

**PARTICIPANT SERVICES**

1. Provide detail as to the process that will be used to produce participant statements. Include information regarding the procedure for reconciling or verifying account information prior to producing statements, proposed period for distributing statements, and a sample participant statement format.
2. Do you offer advice and education?
3. Do you offer model allocations?
4. How frequently will you meet with plan participants?
5. What resources do you have dedicated to participants?
6. Do you offer one-on-one consultations? If so, is there an additional fee?
7. Provide details on your internet access to account information including the account services and transaction capabilities available through your participant website.

**REGULATORY SERVICES**

1. How will you keep us informed and updated on any regulatory and legislative changes?
2. How will you ensure that our Plan remains in compliance with tax and other laws?
3. Please describe your firm's capabilities in providing plan documents, policies, and administrative forms.
4. What are your procedures for monitoring client and plan participant satisfaction?
5. What procedures do you have to ensure plan administration integrity and accuracy?
6. Describe the back up and disaster recovery plans. Have these procedures been tested? Are the files archived and stored at a location off-site? How often are files backed-up? If the software was lost, is the raw data accessible to standard queries?
7. With the full-service recordkeeping and administration, what administrative activities must SLHA still perform?
8. What correction procedures does the Firm employ should plan limits be exceeded or other errors in compliance occur? Please describe in detail.

9. Tax Reporting. Does the firm provide all required tax data and compliance for plan distributions? How are withheld taxes processed for payment? Can the firm perform state tax withholding? Are tax statements issued?

### **INVESTMENT OPTIONS**

1. What is your company's process for selecting available mutual funds and other investments to enable a well-diversified portfolio?
2. Would our plan have access to open architecture when it comes to fund selection? Please provide a sample fund lineup you have used in the past for other clients.
3. Is there a qualified company representative who will be available to meet regularly with the Board of Directors and or the Board of Trustees or staff?

### **CODE OF ETHICS**

Explain in detail any potential for conflict of interest, which may be created by your firm's representation of SLHA. Include other client relationships that may inhibit services to SLHA. Describe any relationships in which your firm receives any form of compensation or revenue from investment managers that your firm recommends, considers for recommendation, or otherwise mentions to clients.

### **PLAN RECORDKEEPING ADMINISTRATION AND TRANSITION**

1. Provide a detailed description of how you intend to assist in the transition from the current recordkeeper and custodian.
2. Provide responses to the following:

#### **Project Team and Implementation Approach.**

- i. Please provide a sample timeline of activities. Describe who will be involved in each step and how this process will be managed.
- ii. If the Firm is selected, who will be the account manager for our plan both during the transition and on an on-going basis?
- iii. What has been the Firm's historical turnover of account representatives managing clients like SLHA?
- iv. How many accounts does the typical case manager handle at one time?

#### **Transition Plan.**

In the event of any termination of the Firm's services, SLHA expects that an orderly transition will occur to a succeeding service provider. With regards to such transition-out:

- i. Please describe the overall commitment to perform a transition of plan assets and administrator information to a new vendor in the event that SLHA elects to terminate its contract with the Firm and engage a new provider. Please advise of the fees, if any, for transition services following a decision by SLHA to terminate services.
- ii. What steps does the Firm take to insure the timeliness and accuracy of a transfer of data and other information during a transition? In the event of a transition that does not occur according to an agreed upon plan, will the Firm take responsibility for any and all economic losses to participants and sponsor?
- iii. Please describe the transition-out plan for participant records, plan level administrative records, contributions, and redemptions capabilities, etc. Provide estimates for the length of time for the transition and for man hours required from SLHA. Provide a draft transition plan.
- iv. In the response, the firm must confirm the understanding of and commitment to service SLHA's transition and continuity needs as expressed in this section and as follows:

Transition on Commencement of Contract. The plan recordkeeping and administration services provider selected by SLHA shall assume full services in accordance with a contract executed by the parties. The service provider shall coordinate and cooperate with SLHA's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

Transition and Continuity of Service upon Expiration of Contract. Continuity of services is necessary to SLHA. The recordkeeping and administration services provider selected by SLHA must affirmatively agree to this philosophy and upon expiration of contract, agree to:

- Exercise its best efforts and cooperation for an orderly and efficient transition of plan recordkeeping and administration to another service provider or to SLHA.
- Negotiate a plan in good faith with the successor to determine the nature and extent of the phase-in and phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by SLHA. The existing plan recordkeeping and administration services provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the services called for in the contract are maintained at the required level of need and proficiency.
- All SLHA property (including but not limited to, participant and SLHA system records; equipment; facilities; and materials) shall be returned to SLHA upon termination of the contract.

## **ADDITIONAL DOCUMENTS AND MATERIALS**

Please submit a copy of the following additional materials and documents pertaining to the Proposer(s) and/or proposing firm. These documents, where applicable, will carry significant weight in the selection process.

- The latest Annual Report or Statement of Financial Condition.\*
- The most recently filed SEC Form ADV, Parts I and II.
- Service agreement(s) including those used when accepting fiduciary delegation.
- Policies and procedures related to: Conflict of Interest; Code of Ethics; Conducting RFP/RFI's; Disaster Recovery plan; Safeguarding customer records and information; Communicating critical information such as changes in ownership, organizational structure or personnel in a timely manner; Revenue sharing; Accounting for and controlling investment expenses and asset placement fees that impact Client accounts; Soft dollars, Commission recapture, Best execution and proxy-voting.
- Policies related to servicing a plan, for example: Participant education, plan sponsor fiduciary education, best practices in maintaining plan records.
- A sample Investment Policy Statement the firm has developed when acting as an ERISA §3(38) fiduciary or, for a governmental plan, acting in the manner of an ERISA §3(38) fiduciary or when acting as an ERISA §3(21) fiduciary or, for a governmental plan, acting in the manner of an ERISA §3(21) fiduciary.
- A copy of a sample contract for services that the firm would propose to utilize for SLHA's Plan.
- The Proposer's standard marketing brochure(s) describing its services and/or products.
- Any other information necessary to gain a complete understanding of the Proposer(s) or firm and the services provided.

\*Not required for publicly traded companies.

If selected as a finalist, please be prepared to provide as reference the names of three (3) recent or current clients for whom you provide investment advisory services.

## **FEES**

1. How is your firm compensated for services?
2. What percentage of your firm's revenue is derived from:
  - i. Commission relationships?
  - ii. Advisory relationships?
3. Does your firm receive any form of compensation or benefits from companies or individuals whose products or services you may refer or recommend? If yes, please explain.

4. Please describe any and all fees for services to SLHA's Plan under this proposal. Are there any additional fees charged in addition to the asset-based fee, such as but not limited to asset allocation, studies, manager searches, custodial fees, and travel expenses.
5. Are you willing to guarantee your fees for a specific period?
6. What is your ability to offset fees with 12b1 fees, finders' fees, or other embedded fees?

Please include an itemized breakdown of all fees and expenses including, but not limited to, advisory fees, investment expenses including any transactions costs, all direct and indirect fees charged by any proposed service provider. Identify any expenses that would not be covered through the fee structure and would be required to implement your firm's program.

The proposed fees shall be guaranteed for a minimum of two years after which any changes can be negotiated with SLHA. The method of payment will be set forth in the agreement between SLHA and winning Proposer. Once the investment manager is selected, the fee may be negotiated further depending on the variance from other proposals received. In no case will the negotiated fee be higher than the fee contained in the Proposal submitted by Proposer.



**ATTACHMENT 5**  
**Must be completed and submitted with Proposal**

**CERTIFICATIONS AND REPRESENTATIONS  
OF OFFERORS  
(HUD-5369-C)**

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

**ATTACHMENT 6**  
**Must be completed and submitted with Proposal**

**CERTIFICATION OF DRUG FREE WORKPLACE**  
**(HUD-50070)**

# Certification for a Drug-Free Workplace

## U.S. Department of Housing and Urban Development

**Public reporting burden.** Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

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Applicant Name

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Program/Activity Receiving Federal Grant Funding

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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 Federal agency 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.

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**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.)

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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  X	Date

form **HUD-50070** (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

**ATTACHMENT 7**  
**Must be completed and submitted with Proposal**

**CERTIFICATION REGARDING DEBARMENT  
AND SUSPENSION  
(HUD-2992)**

# Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

**ATTACHMENT 8**  
**Must be completed and submitted with Proposal**

**CERTIFICATION OF PAYMENTS TO INFLUENCE  
FEDERAL TRANSACTIONS  
(HUD-50071)**

# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  Congressional District, <i>if known</i> : 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, <i>if known</i> :	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

SAVE

**ATTACHMENT 9**  
**Must be completed and submitted with Proposal**

**NON-COLLUSIVE AFFIDAVIT**

**Non-Collusive Affidavit**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, Being first duly sworn, deposes and says that:

- 1. Affiant is the \_\_\_\_\_ of \_\_\_\_\_ (Submitter).  
(owner, partner, officer, representative, or agent)
- 2. Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- 3. Such Proposal is genuine and is not a collusive or sham Proposal;
- 4. Neither the Submitter or any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other entity, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other entity, firm, or person to fix the price or prices in the attached Proposal or of any other Proposal, or, to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the St. Louis Housing Authority or any person interest in the proposed Contract; and
- 5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement or the part of the Bidder or any its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT 10**  
**Must be completed and submitted with Proposal**

**AGREEMENT OF  
MINORITY & WOMEN BUSINESS ENTERPRISE  
UTILIZATION AND  
MINORITY & WOMEN WORKFORCE CONTENT**

**AGREEMENT OF  
MINORITY & WOMEN BUSINESS ENTERPRISE UTILIZATION  
AND  
MINORITY & WOMEN WORKFORCE CONTENT**

In Witness Whereof, Contractor/Consultant, having executed these agreements of Minority & Women Business Enterprise Utilization and Minority & Women Workforce Content, swears under oath and penalty of perjury and non-compliance that the information provided is true and accurate, and without deliberate omissions of any information pertinent to this document, or which would affect St. Louis Housing Authority's decision in awarding of this contract, this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR/CONSULTANT

MBE/WBE SUBCONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ST. LOUIS HOUSING AUTHORITY

Contract Compliance: \_\_\_\_\_ Verification Date:

Project Manager: \_\_\_\_\_ Verification Date:

**WARNING:** The funds which are subject hereof are administered by the Department of Housing and Urban Development, Section 1012 of Title 18 of the United States Code, which provide that "Whoever", with the intent to defraud....makes any false statement to or for such department.....shall be fined not more than one-thousand dollars (\$1,000.00) imprisoned not more than one year, or both."



**ATTACHMENT 11**  
**Must be completed and submitted with Proposal**

**MINORITY & WOMEN**  
**WORKFORCE CONTENT FORM**

**MINORITY & WOMEN  
WORKFORCE CONTENT FORM**

**PROJECT CONTRACTORS & SUBCONTRACTORS INFORMATION**

FIRM NAME, ADDRESS & TELEPHONE NUMBER	TOTAL EMPLOYEES	MINORITY EMPLOYEES	FEMALE EMPLOYEES

Sub-total Minority Employees \_\_\_\_\_ % of Total \_\_\_\_\_ %

Sub-total Female Employees \_\_\_\_\_ % of Total \_\_\_\_\_ %

Grand Total of Employees

Affiant's Signature: \_\_\_\_\_

Affiant's Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Subscribed and sworn under oath to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires:

NOTARY

**ATTACHMENT 12**  
**Must be completed and submitted with Proposal**

**MINORITY & WOMEN BUSINESS ENTERPRISE  
UTILIZATION FORM**

**MINORITY & WOMEN BUSINESS ENTERPRISE  
UTILIZATION FORM**

**PROJECT CONTRACTORS & SUBCONTRACTORS INFORMATION**

FIRM NAME, ADDRESS & TELEPHONE NUMBER	MBE/WBE I.D. NUMBER	TRADE SERVICE OR MATERIAL	CONTRACT AMOUNT

Sub-total MBE Amount                    \$ \_\_\_\_\_                    % of Total \_\_\_\_\_ %

Sub-total WBE Amount                    \$ \_\_\_\_\_                    % of Total \_\_\_\_\_ %

Total Contract/Bid/Proposal Amount    \$ \_\_\_\_\_

Affiant's Signature: \_\_\_\_\_

Affiant's Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Subscribed and sworn under oath to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires: \_\_\_\_\_

NOTARY