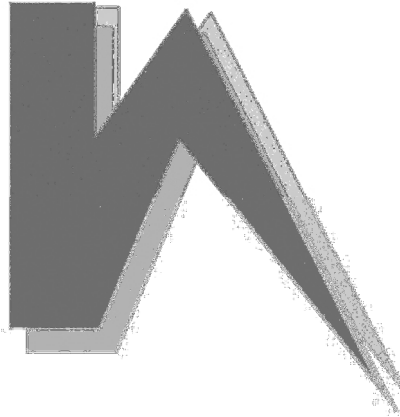


# HOUSING AUTHORITY OF THE CITY OF PITTSBURGH



## REQUEST FOR PROPOSALS Cloud Hosted Phone System RFP #200-17-18

**Due:**  
**September 14, 2018**  
**11:00 AM**

To: Mr. Kim Detrick  
Procurement Director/Chief Contracting  
Officer  
100 Ross Street  
2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219

## **SECTION I INTRODUCTION**

The Housing Authority of the City of Pittsburgh (HACP) has determined that it is in our interest to procure a Cloud Hosted telephone system to replace our current premise-based VOIP system. The Authority is soliciting proposals from qualified providers of Cloud hosted telephone systems for a solution that meets or exceeds the requirements documented in this RFP. The proposal should provide a robust solution that will allow the HACP to leverage this investment well into the future. The Authority seeks a firm (Offeror) to install and support a hosted phone system serving HACP.

The HACP is a municipal corporation, formed under the U.S. Housing Act of 1937, codified at 42 U.S.C. Section 1401 et seq. as amended and the Housing Authority Law of Commonwealth of Pennsylvania codified at 35 P.C. 1542, et. seq. as amended. As such, the HACP is charged with providing “affordable decent, safe and sanitary housing for low-income persons.”

The HACP has approximately 300 employees and services over 10,000 residents. The Authority, its partners and subsidiaries operate approximately 4000 units of rental housing; and, through its Housing Choice Voucher Program, funds housing assistance for the rental of more than 6000 other units of privately owned housing.

Major operational departments include Asset and Site Management, Facility Services, Occupancy, Housing Choice Voucher, and Modernization & Development. Major administrative departments include Legal, Finance, Information Technology, and Human Resources. Our public and community relations departments are Community Affairs and Resident Self-Sufficiency. All departments work together to achieve the goals of the Authority that are set by the Board of Commissioners. Day to day decision-making rests with the Executive Director, who reports to the Board of Commissioners on a regular basis.

The Housing Authority of the City of Pittsburgh seeks proposals from persons or organizations qualified to provide a Cloud Hosted Telephone System.

The Authority is contemplating the award of a professional service contract, or contracts, for an initial three (3) year term with two (2), one (1) year extension options, for a total of five years, in the form of the Contract (Attachment A) through this solicitation process. If submitting alterations to the HACP contract for review and acceptance by HACP, please submit an electronic version in MS Word format on a CD. If submitting your company contract for review and acceptance by HACP, please submit an electronic version in MS Word format on CD. If your contract is not included with your proposal it is assumed that HACP’s contract will be used and is binding.

Any questions regarding this Request for Proposals should be in writing and directed to:

Mr. Kim Detrick – Procurement Director/Chief Contracting Officer  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2<sup>nd</sup> Floor, Suite 200  
Pittsburgh, PA 15219  
412.456.5116, Option 1  
412.456.5007 fax  
kim.detrick@hacp.org

A complete proposal package may be obtained from the Business Opportunities Section of the HACP website, [www.hacp.org](http://www.hacp.org).

The following are key dates associated with this Request for Proposals:

September 6, 2018  
11:00 a.m.

Pre-submission meeting:  
Kim Detrick – Procurement Director  
Procurement Department  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2nd Floor, Suite 200  
Pittsburgh, PA 15219

September 7, 2018  
11:00 a.m.

Deadline for the submission of written questions.

September 14, 2018  
11:00 a.m.

Deadline for Submission of Proposals  
Kim Detrick – Procurement Director  
Housing Authority of the City of Pittsburgh  
100 Ross Street 2nd Floor, Suite 200  
Pittsburgh, PA 15219

**\*\*Deadlines are subject to extension at HACP discretion and will be communicated as an addendum to this solicitation.**

## **SECTION II SCOPE OF SERVICES**

The successful offeror will

- Propose and deliver an Enterprise-class hosted phone system for HACP. The current premise-based system includes 330 phone sets in 26 locations and 25 department groups. The proposed hosted phone system will replace the Alcatel Lucent premise-based system already in place at the Authority. HACP currently has approximately 210 Alcatel Lucent Model 4028 IP handsets and approximately 120 Alcatel Lucent Model 4018 IP handsets. Preference will be given to proposals that can either reuse the existing handsets or replace them at the lowest possible cost. The current phones are 100% IP-based and powered by Power over Ethernet (PoE) switches, so building wiring and network configuration will not be required in the proposal.
- In general the proposed hosted system should:
  - Enhance HACP staff performance and enable supervisory staff to track basic job statistics like calls received, calls returned and lost calls so that they can measure the effectiveness of the Authority's staff
  - Enhance in-group communication with group-oriented features like directory, speed dial, instant messaging (or chat) and Presence capabilities
  - Enhance communications with the external communities served by HACP with features like an emergency notification dialer, group texting/messaging and mobile app
- The complete proposal must include professional services to assist with the design, configuration and implementation of the hosted phone system to operate at HACP. These services should include:
  - Meeting with HACP IT representatives to design and document all aspects of the installed system, including locations, departments, extensions, DIDs, auto attendants (with options), toll-free numbers and eFax numbers
  - Setup and partitioning of departments and locations within the overall system to enable group-related functionality like incoming call handling
  - Add all HACP users to the system, delineated by department and location
  - Match up the extension dialing plan to the users within departments and assign extensions to users
  - Set up call handling for incoming calls in hunt groups or call centers as required
  - Set up auto attendants for groups and departments as required and assist with scripting and recording messages
  - Map DIDs to the appropriate extension or auto attendant
  - Port DIDs from the current carrier to the new hosted system
  - Port toll-free numbers from the existing carrier and point the ring-to numbers to the appropriate DIDs

- Set up eFax numbers and port fax numbers from the current carrier
- The proposed system pricing must include on-site professional installation of the hosted system including:
  - Configuration and placing of all desk handsets and conference room phones at their documented location
  - Set up of mobile phone apps and PC softphones for HACP users who have been allocated that functionality
  - Configuration and installation of any other hardware required for the completed system, such as fax servers or conferencing servers, if necessary
- The complete proposal must include professional services to support the testing of the installed system. HACP staff will be testing all areas of the installed system to ensure proper operation. When issues are uncovered by the testing staff, HACP will require vendor assistance during the testing phase in making corrections to the installed system. Once corrections are made, the HACP testing staff will retest and re-verify the corrected functions.
- The complete proposal must include a combination of on-site and web-based training services to ensure that users and administrators are familiar with the system capabilities and functions that have been installed at HACP. After the initial installation, additional training may be required for new hires or to refresh staff skills, so the complete proposal must specify the additional training services that are available to HACP users and administrators on an ongoing basis.

### **SECTION III GENERAL REQUIREMENTS**

An Offeror may be an individual or a business corporation, partnership, firm, joint venture or other legal entity duly organized and authorized to do business in the City of Pittsburgh, financially sound and able to provide the services being procured by HACP.

If an Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and HACP discovers it thereafter, then HACP could terminate the contract.

Each Offeror must be in good standing with HACP, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. If Offeror is not in good standing with HACP, and/or any Federal, State or Municipality this must be disclosed. If a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror must disclose this information to HACP. HACP will consider such facts and circumstances during its evaluation of the Offeror's proposal. If the selected firm fails to disclose such information and HACP discovers it thereafter, then HACP could terminate the contract.

Offeror must have and maintain all necessary insurance to cover malpractice liability and workers' compensation and submit proof of it with their proposal submission.

## **SECTION IV CONTENT OF THE PROPOSAL**

Offerors submitting Proposals should fully read and comprehend the Instructions to Offerors Non-Construction provided in Attachment B and General Conditions – Non Construction provided in Attachment C. Proposals received without all of the required information may be deemed non-responsive. Offerors must submit one original plus three (3) paper copies of their technical proposal and one (1) electronic copy in .PDF format on a CD. In a separate sealed envelope submit one (1) original paper, one (1) paper copy and (1) electronic copy in .PDF format of the fee proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

### **A. General Information**

1. Letter of Interest (Cover letter)
2. Type of Organization; Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's capacity including staff resources
4. Organizational Certifications:
  - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
  - (b) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

### **B. Methodology**

1. Provide a narrative describing how the Offeror will provide the goods and services described in this Request for Proposals.
2. Provide answers to questions in Attachment B of this proposal labeled Questions for Offerors.

### **C. Capacity**

1. Provide information showing that vendor has the ability to provide the goods and services required to complete the project described. Include information sufficient to assure the Authority that the Offeror is able to successfully complete the project described in this Request for Proposals. Offeror should include:
  - (a) Information to assure HACP that the Offeror and sub-contractors have sufficient staff resources to successfully perform proposed work.
  - (b) Information to assure HACP that the Offeror and sub-contractors have expertise required to successfully complete proposed work.

### **D. Assigned staff and sub-contractors**

Offer should include the following information concerning sub-contractors and staff members to be assigned to this project. Please include the following.

1. Proposed sub-contractors – list persons or business entities who will provide goods or services under contract to the Offeror. For each contractor provide

- (a) Relationship of contractor to the Offeror
  - (b) Goods or services contractor will contribute to this project
  - (c) Information sufficient to show that the contractor is and will be able to provide the goods and services listed
2. Proposed Staff– Identify key staff (both Offeror and Contractors) who will be assigned to the project. For each staff member include:
- (a) Background information that accurately describes staff member’s skills and experience relevant to this project
  - (b) Description of scope of services for at least three (3) projects in which the staff member provided services similar to those described in this Request for Proposals. Include the staff member’s role in each project and all relevant aspects of each project.

**E. Previous Related Experience**

Please provide the information requested below using the Previous Related Experience form identified as Document 12 in Attachment A – Required Documents.

1. The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFP. Name of the contracting entity.
2. Name, title and a telephone number of a contract person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.
3. In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.
4. All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

**F. Minority and Women Business Participation Plan** – Offeror should include the following in their proposal

1. MBE/WBE Plan, as described below, showing how Offeror will meet the goals of the Housing Authority of the City of Pittsburgh for MBE/WBE participation.  
or  
Explanation and documentation of best efforts to meet the Housing Authority of the City of Pittsburgh MBE/WBE Participation goals
2. MBE/WBE Letter of Intent completed for each MBE

*HACP MBE and WBE Goals.* It is the policy of HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by HACP. In accordance with Executive Order 11625, HACP has established a minimum threshold of eighteen percent (18%) of the total dollar amount for MBE utilization in this contract. HACP has established a seven percent



(7%) minimum threshold for participation of WBEs, and, HACP strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

**Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan which, at a minimum, demonstrates “Best Efforts” have been taken to achieve compliance with MBE/WBE goals. HACP’s Procurement Policy defines “Best Efforts” in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with HACP or lesser number if the contractor provides documentation that ten (10) certified MBE and ten (10) certified WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. Any bid or proposal received from a contractor that does not contain such certification and back-up documentation acceptable to HACP may be deemed non-responsive by HACP.**

If you have any questions regarding the HACP MBE/WBE goals please contact **Mr. Kim Detrick, Director of Procurement/Chief Contracting Officer**, by e-mail at [Kim.Detrick@HACP.org](mailto:Kim.Detrick@HACP.org) or by contacting him at the

Procurement Department, Housing Authority of the City of Pittsburgh,  
100 Ross Street, 2nd Floor,  
Pittsburgh PA 15219,  
Telephone: (412) 456-5000, x8502

Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the table provided in Attachment A – Required Documents, Document 9, and include with your proposal.

#### **G. Section 3 Participation**

1. Complete and include the Section 3 Opportunities Participant plan using the form included as Document 10 in Attachment A.

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the “Act”) requires the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development (“HUD”), to the greatest extent feasible, are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

To comply with the Act, HACP requires its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran’s or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HACP residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HACP shall examine and consider a contractor’s potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to HACP’s Section 3 program in an amount consistent with the chart below.

Below are the HACP Section 3 Guidelines as listed in the HACP Program Manual:

**RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE**

<b>TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS</b>	<b>RESIDENT LABOR AS A % OF TOTAL LABOR DOLLARS</b>
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	½ to 1 % of the labor dollars

\*\*A copy of HACP's Section 3 Program Manual is available for download at [www.HACP.org](http://www.HACP.org)

A copy of HUD's Section 3 requirement is provided in Attachment F. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact **Lloyd C. Wilson, Jr., Section 3 Coordinator**, by e-mail at [Lloyd.Wilson@HACP.org](mailto:Lloyd.Wilson@HACP.org) or by contacting him at

Housing Authority of the City of Pittsburgh,  
Bedford Hope Center  
2305 Bedford Avenue,  
Pittsburgh PA 15219,  
telephone (412) 456-5000 ext. 1048.

Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Also, **complete Attachment F Section 3 Opportunities Plan** and include with your proposal.

**Any bid or proposal received from a contractor that does not contain a Section 3 Opportunities Plan or certification and back-up documentation acceptable to HACP may be deemed non-responsive by HACP.**

#### **H. Required Documents and Certifications**

Offeror should include the following forms in this section of the proposal. All forms can be found in Attachment A – Required Documents. Directions for completing the forms are include in the Attachment. The completed documents are included by reference in the sample included as Attachment A of this Request for Proposal.

1. Professional Services Contract
  - (a) Exhibit A – Scope of Services

- (b) Exhibit B – Fee Schedule
  - (c) Exhibit C - Certification Of Proposer
  - (d) Exhibit D - Certification Regarding Lobbying
  - (e) Exhibit E - Disclosure Of Lobbying Activities
  - (f) Exhibit F - Conflicts Of Interest
2. Instructions to Offerors – Non-Construction (HUD form HUD-5369-B) identified as Document 5 in Attachment A – Required Documents.
  3. General Conditions for Non-Construction Contracts Sections I & II (HUD form HUD-5370-C) identified as Document 6 in Attachment A – Required Documents.
  4. Supplemental General Conditions identified as Document 7 in Attachment A – Required Documents.
  5. Certifications and Representations of Offerors identified as Document 8 in Attachment A – Required Documents.
  6. Special Participation Summary identified as Document 9 in Attachment A – Required Documents.
  7. Section 3 Plan identified as Document 10 in Attachment A – Required Documents.
  8. Firm Demographics – Provide demographic description of all employees of your firm using the Firm Demographics table identified as Document 11 in Attachment A – Required Documents.
  9. TIN/W-9 Form - Complete a W-9 Request for Taxpayer Identification Number and Certification identified as Document 13 in Attachment A – Required Documents.
- I. Fee Sheet** – All Offerors are required to submit their fees for providing the goods or services required under this RFP in accordance with Attachment C titled “FEE SHEET.”

## **SECTION V EVALUATION CRITERIA**

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

<b>Methodology:</b>	<b>Maximum</b>	<b>10 points</b>
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The Offeror's proposed methodology is reasonable and logical and will ensure that HACP requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

<b>Capacity:</b>	<b>Maximum</b>	<b>25 points</b>
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Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of HACP's goals and objectives as described in this solicitation.

<b>Experience:</b>	<b>Maximum</b>	<b>15 points</b>
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Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing the services described in this Request for Proposals.

<b>Proposed Fee:</b>	<b>Maximum</b>	<b>25 points</b>
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Proposed rates and level of service are reasonable and appropriate in relation to the services requested.

<b>MBE/WBE Participation</b>	<b>Maximum</b>	<b>10 points</b>
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Demonstrated experience and commitment of the Offeror to assist the HACP in meeting its requirement and goals related to Minority/Women Business Participants.

<b>Section 3</b>	<b>Maximum</b>	<b>15 points</b>
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Demonstrated commitment to assist the HACP in meeting its requirements and goals related to Section 3.

### **Deductions**

Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

## **SECTION VI PROCUREMENT AND AWARD PROCESS**

Pursuant to 24 C.F.R. Section 85.36 (d)(3)/ 2 C.F.R. 200.319, Cloud Hosted Telephone System are being procured as described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

### **A. Pre-Submission Conference**

A pre-submission conference will be conducted on **September 6, 2018, at 11:00 am**, at 100 Ross Street, 2nd Floor, Suite 200 Pittsburgh, PA 15219. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

Although not mandatory, all prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for proposals.

Each firm shall submit in writing to the Contract Manager to request additional information as follows:

1. Describe any items, information, reports or the like, if any, that the Proposer will require from the HACP in order to comply with the scope of Services.
2. Identify any revisions to the Sample Contract that the Proposer will require in order to provide the services identified herein. Proposers are required to submit requests for revisions to the Contract, if any, to the HACP in writing at the time of proposal submission.

### **B. Amendments to Solicitation**

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, electronic mail, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required thus enabling them to submit Responses.

**C. Submission of Proposals and/or Amendments to Proposals; Deadlines**

Responses may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following address:

Mr. Kim Detrick  
Procurement Director/Chief Contracting Officer  
Housing Authority of the City of Pittsburgh  
100 Ross Street, 2nd Floor Suite 200  
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **September 14, 2018 at 11:00 a.m.**, regardless of the selected delivery mechanism.

Each Response will be date-time stamped immediately upon its receipt at HACP to document its timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

Any amendments to a response must be received before the specified response due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

**D. Evaluation and Award Process**

HACP staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. HACP may allow an Offeror to correct minor deficiencies in its Proposal that do not materially affect the Proposal.

All Proposals determined to be complete and responsive will be provided to an HACP Evaluation Committee. HACP's Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Proposals.

HACP reserves the right to interview Offerors in the competitive range, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

HACP will perform a responsibility determination of the highest ranked Offeror which may include reference and financial background checks.

HACP will award a contract to the highest-ranked Offeror or Offerors determined to be responsive and responsible and whose offer is in the best interest of HACP.

HACP shall not be responsible for and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of Award or of the intent to Award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

Prior to contract execution of any professional service contracts which have a potential amount of \$25,000.00 or greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any HACP contract which has a potential amount of \$50,000.00 or more is subject to approval by the HACP Board of Directors.



# **ATTACHMENT A**

## **REQUIRED DOCUMENTS**

Documents in this Attachment are to be completed and included as indicated in your Proposal.

**PROFESSIONAL SERVICE CONTRACT  
FOR  
Cloud Hosted Telephone System**

This Agreement is made as of \_\_\_\_\_ between HOUSING AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 200 Ross Street, Pittsburgh, Pennsylvania 15219 ("**Authority**"), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ ("**Contractor**").

**PREAMBLE**

Authority desires the Contractor to provide Cloud Hosted Telephone System.

Contractor desires to provide to the Authority Cloud Hosted Telephone System.

**AGREEMENT**

In consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. Engagement.** Authority hereby engages Contractor to render the following services set forth on Exhibit A (the "**Services**").

Contractor hereby accepts such engagement and covenants that Contractor will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by Authority and Contractor.

It is understood that the Contractor's Services shall be rendered at such times and places as directed by Authority.

Authority may at any time make changes to the Services to be performed. If any such change causes an increase or decrease in the rates or the time required for performance of the Services, Authority shall make an equitable adjustment in the rates and the time required for performance of the Services, and shall modify this Agreement accordingly.

**2. Contractor Conflicts.** Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Contractor is charged with the responsibility to promptly disclose to Authority any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of Authority, during

his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof.

Contractor may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

In the event Contractor is or becomes aware of a conflict of interest and fails to disclose the conflict to Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(b) hereof.

3. **Compensation.** In full compensation for the Services to be rendered by Contractor to Authority hereunder, Authority agrees to pay Contractor for the Services in accord with the Fee Schedule set forth on **Exhibit B**; however, the compensation of costs for services not to exceed fee of \$\_\_\_\_\_. No work or expenses for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of Authority.

Contractor shall submit monthly invoices to Authority, which invoices shall include an itemization of the hours expended by Contractor and Contractor's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to Authority.

Contractor shall use its reasonable business efforts to submit invoices within 45 days of rendering Services.

All invoices should be mailed to: Housing Authority of the City of Pittsburgh  
100 Ross Street 2<sup>nd</sup> Fl. Suite 200  
Pittsburgh, PA 15219  
Attn: Invoicing and Receiving

Authority shall use its reasonable business efforts to process and pay each such invoice within 30 days of its receipt.

4. **Term.** The commencement date for performing the Services shall be the date of this Agreement, listed above, and will continue for an initial three (3) year term with two (2), one (1) year extension options at the discretion of the Authority, unless sooner terminated as provided herein.

**5. Contractor's Obligations.** Contractor shall comply with the following:

(a) If requested, Contractor will submit monthly written narrative progress reports to the Authority. Contractor shall retain all records in connection with this Agreement or the Services provided herein for a period of three years after all payments required herein are made and all other pending matters are closed.

(b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that are applicable to said program.

(c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated or registered to do business in Pennsylvania under the laws of the Commonwealth of Pennsylvania, Contractor shall provide a copy of its annual Audit or Review, whichever is required to the Pennsylvania Bureau of Charitable Organizations.

(d) If Contractor is a Subrecipient or pass-through entity, Contractor must comply with applicable regulations pertaining to this Agreement.

**6. Insurance.** Contractor will obtain and maintain (a) workers' compensation insurance in accordance with State Workers' Compensation Law; and (b) liability insurance with a combined single limit of not less than \$100,000 per occurrence with insurers reasonably acceptable to the Authority. Authority will be named as an additional insured on each of such liability policies and such coverage shall be on a primary and non-contributory basis. Contractor will deliver to Authority certificates evidencing such policies prior to the commencement of the Services, and will deliver evidence of the renewal or replacement of such policies at least 30 days prior to the expiration thereof. Each of such policies will contain a waiver of the insurer's rights of subrogation against Authority.

**7. Termination.**

(i) The Authority may terminate this Agreement for convenience upon 30 days' prior written notice to the Contractor.

(ii) This Agreement shall terminate automatically without notice upon the occurrence of any of the following events:

(a) A material breach of this Agreement by Contractor;

(b) Contractor or Contractor's employees engaging in conduct materially injurious to the Authority or to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;

(c) Contractor's refusal to substantially perform the Services;

(d) Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or

(e) Contractor files a petition in bankruptcy or such petition is filed against Contractor.

Authority shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) Authority may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional costs incurred by Authority. Authority may

withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to Authority by Contractor.

**8. Minority/Women Participation.** Contractor shall use its best efforts to ensure that minority-owned businesses and women's business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this contract. In this regard, Contractor shall take all necessary steps in accordance with 2 CFR 200.321/24 CFR 85.36(e), to ensure that minority-owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Contractor to carry out the requirements set forth in 2 CFR 200.321/24 CFR 85.36(e) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or Authority, may result in termination of this contract or such other remedy as is deemed appropriate.

For the purposes hereof, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational control and interest in capital and earnings commensurate with their respective percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish American.

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational control and interest in capital and earnings commensurate with their respective percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority.

In the event of a contractor's failure to comply with the equal employment opportunity and affirmative action provisions, including the affirmative action undertaking outlined in its proposal, or with any of the rules, regulations or orders referenced within this contract, HACP, at its discretion, may exercise any one or more of the following rights and remedies:

- i. cancel, terminate or suspend the contract in whole or in part
- ii. recover from the Contractor, by set off against the unpaid portion of the contract, as liquidated damages and not as a penalty, an agreed upon sum for each day that the contractor fails to comply with the contract, the sum being fixed and agreed upon by and between contractor and HACP

because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which HACP would sustain in the event of such a breach

- iii. such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.

**9. Acceptance of the Services.** Authority has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within 10 days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections within a reasonable time after notice to do so from the Authority, or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.

**10. Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.

**11. Representation and Warranties of Contractor.** Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.

**12. Indemnification.** Contractor agrees to indemnify and hold Authority harmless from any and all claims, damages, liabilities, costs and expenses (collectively "Claims") arising out of or in connection with Contractor's or its employees' performance of the Services on behalf of Authority.

**13. Independent Contractor.** Contractor shall perform the Services hereunder as an independent contractor and not as an agent or employee of the Authority. Contractor shall be responsible for paying any and all required Federal, state or local taxes arising from the performance of the Services. Contractor agrees to remove any employee from the performance of the Services at the request of Authority.

**14. Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Contractor under this Agreement.

**15. Inspections; Work Product.** Pursuant to 2 CFR 200.33(c)/ 24 CFR 85.36(i)(10) and (11), access shall be given by Contractor to Authority, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after Authority makes final payment and all other pending matters on which Contractor performed Services are closed.

All work product produced by Contractor, including Contractor's employees, in accordance with this Agreement shall become the sole property of Authority in perpetuity. "**Work product**" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that Authority may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to Contractor.

**16. Return of Authority Property.** Promptly after termination of this Agreement, Contractor shall return and shall cause its employees to return to Authority all property of the Authority then in Contractor's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. Authority's obligation to make final payment to Contractor following termination, including without limitation accrued but unpaid fees under paragraph 3 hereof, shall be contingent upon Contractor's compliance with this paragraph.

**17. Third Party Solicitation.** Contractor warrants that Contractor has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**18. Release.** Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, Contractor shall execute and deliver to Authority a final release ("**Release**"), in a form acceptable to Authority, of all claims against Authority by Contractor under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by Contractor in stated amounts set forth therein.

**19. Disputes.** All disputes arising under or related to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

- (a) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Authority against the contractor shall be subject to a written decision by the Contracting Officer.
- (b) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

- (c) The Contracting Officer's decision shall be final unless the Contractor
- 1) Appeals in writing to a higher level in the Authority in accordance with the Authority's policy and procedures;
  - 2) Refers the appeal to an independent mediator or arbitrator; or
  - 3) Files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of Contracting Officer's decision.
- (d) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action under or relating to the contract, and comply with any decision of the Contracting Officer.

**20. Notices.** All notices or other communications to either party by the other shall be deemed given when made in writing and deposited with the United States Postal Service addressed as follows:

If to the Authority: Housing Authority of the City of Pittsburgh  
Larry Shank  
 Information Technology Dept. Director  
 200 Ross St. 8<sup>th</sup> Fl.  
 Pittsburgh, PA 15219  
 412-456-5000 x 2201  
 Larry.Shank@hacp.org

And a copy of the notice or other communication should be sent to:

Housing Authority of the City of Pittsburgh  
 100 Ross St. 2<sup>nd</sup> Fl. Suite 200  
 Pittsburgh, PA 15219  
 Attn: Kim Detrick,  
 Procurement Director/Chief Contracting Officer

If to Contractor: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**21. Compliance with Law.** Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as exhibits:



- (a) Non-Debarment Certificate (Exhibit C)
- (b) Certification re: Lobbying (Exhibit D)
- (c) Disclosure of lobbying activity (Exhibit E)
- (d) Conflict of Interest (Exhibit F)

**22. Transfer by Contractor.** Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.

**23. Liquidated Damages.** Contractor shall pay \$ 0.00 per day for each day of delay.

**24. Miscellaneous.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the Authority, its successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SIGNATURE PAGE TO  
PROFESSIONAL SERVICE CONTRACT  
FOR  
Cloud Hosted Telephone System**

HOUSING AUTHORITY OF THE CITY  
OF PITTSBURGH

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

By: \_\_\_\_\_  
Chief Contracting Officer

\_\_\_\_\_  
Vendor Name

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

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

- Propose and deliver an Enterprise-class hosted phone system for HACP. The current premise-based system includes 330 phone sets in 26 locations and 25 department groups. The proposed hosted phone system will replace the Alcatel Lucent premise-based system already in place at the Authority. HACP currently has approximately 210 Alcatel Lucent Model 4028 IP handsets and approximately 120 Alcatel Lucent Model 4018 IP handsets. Preference will be given to proposals that can either reuse the existing handsets or replace them at the lowest possible cost. The current phones are 100% IP-based and powered by Power over Ethernet (PoE) switches, so building wiring and network configuration will not be required in the proposal.
- In general the proposed hosted system should:
  - Enhance HACP staff performance and enable supervisory staff to track basic job statistics like calls received, calls returned and lost calls so that they can measure the effectiveness of the Authority's staff
  - Enhance in-group communication with group-oriented features like directory, speed dial, instant messaging (or chat) and Presence capabilities
  - Enhance communications with the external communities served by HACP with features like an emergency notification dialer, group texting/messaging and mobile app
- The complete proposal must include professional services to assist with the design, configuration and implementation of the hosted phone system to operate at HACP. These services should include:
  - Meeting with HACP IT representatives to design and document all aspects of the installed system, including locations, departments, extensions, DIDs, auto attendants (with options), toll-free numbers and eFax numbers
  - Setup and partitioning of departments and locations within the overall system to enable group-related functionality like incoming call handling
  - Add all HACP users to the system, delineated by department and location
  - Match up the extension dialing plan to the users within departments and assign extensions to users
  - Set up call handling for incoming calls in hunt groups or call centers as required
  - Set up auto attendants for groups and departments as required and assist with scripting and recording messages
  - Map DIDs to the appropriate extension or auto attendant
  - Port DIDs from the current carrier to the new hosted system
  - Port toll-free numbers from the existing carrier and point the ring-to numbers to the appropriate DIDs

- Set up eFax numbers and port fax numbers from the current carrier
- The proposed system pricing must include on-site professional installation of the hosted system including:
  - Configuration and placing of all desk handsets and conference room phones at their documented location
  - Set up of mobile phone apps and PC softphones for HACP users who have been allocated that functionality
  - Configuration and installation of any other hardware required for the completed system, such as fax servers or conferencing servers, if necessary
- The complete proposal must include professional services to support the testing of the installed system. HACP staff will be testing all areas of the installed system to ensure proper operation. When issues are uncovered by the testing staff, HACP will require vendor assistance during the testing phase in making corrections to the installed system. Once corrections are made, the HACP testing staff will retest and re-verify the corrected functions.
- The complete proposal must include a combination of on-site and web-based training services to ensure that users and administrators are familiar with the system capabilities and functions that have been installed at HACP. After the initial installation, additional training may be required for new hires or to refresh staff skills, so the complete proposal must specify the additional training services that are available to HACP users and administrators on an ongoing basis.

**EXHIBIT B**

**FEE SCHEDULE**

Contractor will be paid based on the following:

***Attachment K, Fee Sheet of RFP #200-17-18 to be incorporated here.***

**EXHIBIT C - CERTIFICATION OF PROPOSER****REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

(Proposer) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had 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;
3. 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 (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

**EXHIBIT D - CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_,  
Hereby Certify on (Name and Title of Authorized Official)

Behalf of \_\_\_\_\_ that  
(Subcontractor)

- (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, and 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-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 subrecipients 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.

\_\_\_\_\_  
Signature and Title of Authorized Official

**EXHIBIT E - DISCLOSURE OF LOBBYING ACTIVITIES**

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

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action:  ____ a. contract ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	2. Status of Federal Action:  ____ a. bid/offer/application ____ b. initial award ____ c. post-award	3. Report Type:  ____ a. initial filing ____ b. material change For Material Change Only year____quarter____ date of last report____
4. Name and Address of Reporting Entity:  ____ Prime ____ Subawardee Tier____,if known:  Congressional District, if known:		5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.  Congressional District, if known:
6. Federal Department/Agency:		6. Federal Program Name/Description:  CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):		b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):
I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and 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: _____

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Standard Form LLL (1/96)

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Standard Form LLL (1/96)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

**EXHIBIT F - CONFLICTS OF INTEREST**

\_\_\_\_\_("Contractor") certifies  
that:

1. No employee, officer, or agent of the Housing Authority of the City of Pittsburgh ("HACP") participated in the selection, or in the award or administration of the Contractor's Agreement with HACP, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a HACP employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents (iv) his or her business associates or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with HACP.
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACP during his or her tenure nor for one year thereafter shall any officer, agent or employee of HACP have any interest, direct or indirect, in the Contract Agreement, including the proceeds thereof.

CONTRACTOR

Date: \_\_\_\_\_, 2018

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

Name: \_\_\_\_\_

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

## **REQUIRED DOCUMENTS**

### **Document 5**

#### **INSTRUCTIONS TO OFFERORS – NON-CONSTRUCTION**

##### **HUD form HUD-5369-B**

Proposer should read and understand the contents of this form. By including this form with the proposal as instructed in Section IV H of this Request for Proposal the Proposer indicates that they have read, understand, and will be bound by the instructions stated.

## 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 HAHUD 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 HAHUD.

(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 HAHUD 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 and 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 informalties 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:]

## **REQUIRED DOCUMENTS**

### **Document 6**

#### **GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS**

##### **HUD form HUD-5370-C**

Proposer should read and understand the contents of this form. By including this form with the proposal as instructed in Section IV H of this Request for Proposal the Proposer indicates that they have read, understand, and will be bound by the general conditions stated.

# General Conditions for Non-Construction Contracts

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

## U.S. Department of Housing and Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause 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  
  
before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

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

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

- (b) The Contractor agrees to include in first-tier subcontracts

under this contract a clause substantially the same as 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;
- performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

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

## 6. Energy Efficiency

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

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach 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
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

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



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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

(i) A payment of reasonable compensation

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

## **22. Procurement of Recovered Materials**

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

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

## U.S. Department of Housing and Development

Office of Public and Indian Affairs

Office of Labor

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

#### 1. Minimum Wages

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

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

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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

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

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

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

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

## 5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

## 6. Contract Work Hours and Safety Standards Act

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

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

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

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

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any

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

## **8. Non-Federal Prevailing Wage Rates**

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

## **REQUIRED DOCUMENTS**

### **Document 7**

#### **SUPPLEMENTAL GENERAL CONDITIONS**

Complete this document and include in your Proposal as indicated in Section IV H of the Request for Proposals. As indicated in the form, this form supersedes specific terms and conditions of the General Conditions (Document 6 above)

To complete the form:

- Below the double line, in the space labeled Vendor Name enter the name of the entity submitting this Proposal.
- A person with authorization to bind the vendor listed should sign, date, and enter their title in the spaces provided.



## SUPPLEMENTAL GENERAL CONDITIONS

### SUPPLEMENTAL GENERAL CONDITIONS

*To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.*

**If HUD 5370 applies:**

*Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

**If HUD 5370 applies:**

*Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

**If HUD 5370 applies:**

*Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:*

*Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.*

## HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

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

Signature: \_\_\_\_\_

Contracting Officer

Vendor Name (Insert vendor company name)

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

Signature: \_\_\_\_\_

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

## **REQUIRED DOCUMENTS**

### **Document 8**

#### **CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS**

##### **Non-Construction Contract**

##### **HUD-5369-C**

Complete this document and include in your Proposal as indicated in Section IV H of the Request for Proposals

To complete the form:

- Document must be signed and dated by a person authorized to bind the entity. Place the date of signature, signature, name of the authorized person and title of the authorized person in the spaces provided. Spaces are provided on the second page of the document.

## Certifications and Representations of Offerors Non-Construction Contract

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

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 85.96, and those requirements set forth in Executive Order 11825 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/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree 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 any 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:

## **REQUIRED DOCUMENTS**

### **Document 9**

#### **SPECIAL PARTICIPATION SUMMARY**

Complete this document and include in your Proposal as indicated in Section IV H of the Request for Proposals

To complete the form:

- In spaces provided indicate the Small Business, Minority Business, and Women owned business status of the business entity submitting the proposal.
- In spaces provided indicate the Minority Business and Women Owned Business status of contractors included in the proposal
- If Minority or Women owned businesses are included as contractors or consultants in the proposal; in the appropriate chart enter the name of the business entity and the percentage of the proposed fee which will be paid to the business entity for their participation in the project. Where the percentage of the overall fee is not easily determined, enter the dollar value of the participation by the Minority or Women Owned business entity.

## SPECIAL PARTICIPATION SUMMARY

Offeror: \_\_\_\_\_ RFP#: \_\_\_\_\_

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

### I. SMALL BUSINESS PARTICIPATION

Is the Offeror a Small Business as defined by the size and standards in 13CFR 121?

Yes \_\_\_\_\_ No \_\_\_\_\_

### III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C

Yes \_\_\_\_\_ No \_\_\_\_\_

### II. MINORITY BUSINESS PARTICIPATION

Is the Offeror classified a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No," are any Consultants classified as Women-Owned Business Enterprise

Yes \_\_\_\_\_ No \_\_\_\_\_

If "No," are any Consultants Classified as Minority Business Enterprises?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes," please fill in the following chart

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

If "Yes," please fill in the following chart:

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

**\*\*All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.**

## **REQUIRED DOCUMENTS**

### **Document 10**

#### **Section 3 Plan**

Complete this document and include in your Proposal as indicated in Section IV H of the Request for Proposals

Directions are included in the form and in Section IV G of this Request for Proposals.

### **Section 3 Clause**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135/2 CFR Part 200, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135/200 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 2 CFR Part 200/24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 2 CFR Part 200/24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 2 CFR Part 200/24 CFR part 135.

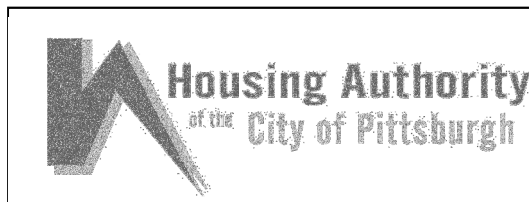
E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 2 CFR Part 200/24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 2 CFR Part 200/24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135/2 CFR part 200 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



## SECTION 3 OPPORTUNITIES PLAN



**Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)**

**PRIME CONTRACTOR'S NAME:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFQ NUMBER:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFQ TITLE:** \_\_\_\_\_

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1/2 CFR 200 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of [www.hacp.org](http://www.hacp.org). Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

### ☐ **Tier I – HIRING**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # \_\_\_\_\_. The Contractor has committed to employ \_\_\_\_\_ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

When Tier I is selected, the Contractor shall complete the following table as instructed below:

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category

## SECTION 3 OPPORTUNITIES PLAN

- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income HACP residents
- (5) The number currently filled by City of Pittsburgh neighborhood area residents
- (6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

- (7) Low income HACP Residents (LIPH) and/or
- (8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:				SPEC or RFP NUMBER:			
JOB TITLE (1)	NUMBER OF POSITIONS				HIRING REQUIREMENT		
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

**LIPH – HACP low income public housing resident**

**ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)**

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities. Therefore, if it is anticipated that any position

## SECTION 3 OPPORTUNITIES PLAN

listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

### **[ ] Tier II – CONTRACTING**

The contractor has identified \_\_\_\_\_ HACP resident-owned business(es) or \_\_\_\_\_ Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # \_\_\_\_\_.

**In a one (1) page letter on your firm's letterhead:**

- (1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.
- (2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).
- (3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

### **[ ] Tier III - OTHER ECONOMIC OPPORTUNITIES**

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

- a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,
- b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

- (1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
- (2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

### **[ ] Tier IV – No New Hire Opportunity**

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.

## SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

---

Company Name

---

Name

---

Title

---

Signature

---

Date

---

Witness Name

---

Witness Signature

---

Date

## **REQUIRED DOCUMENTS**

### **Document 11**

## **FIRM DEMOGRAPHICS**

Complete this document and include in your Proposal as indicated in Section IV H of the Request for Proposals

To complete the form:

Enter number of employees in each demographic category employed by the business entity submitting this proposal. Total each category to the row of the tabled so labeled.

### Explain all other American Minority:

## Attachment A

## **REQUIRED DOCUMENTS**

### **Document 12**

#### **Previous Related Experience**

Complete this document and include in your Proposal as indicated in Section IV H of the Request for Proposals

Instructions for completing this form are included in the form.

## Previous Related Experience - References

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. Bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at anytime prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

**All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.**

<i>Reference 1</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			



## Previous Related Experience - References

<i>Reference 2</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

<i>Reference 3</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

## Previous Related Experience – Last Three(3) jobs

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

**All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.**

<i>Reference 4</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

## Previous Related Experience – Last Three(3) jobs

<i>Reference 5</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

<i>Reference 6</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

## Previous Related Experience – HACP Project

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 7</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			

## **REQUIRED DOCUMENTS**

### **Document 13**

#### **Request for Taxpayer Identification Number and Certification**

Complete this document and include in your Proposal as indicated in Section IV H of the Request for Proposals

<b>Form W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
---	---	--

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1em; vertical-align: middle;"></span> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1em; vertical-align: middle;"></span>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1em; vertical-align: middle;"></span> Exemption from FATCA reporting code (if any) <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1em; vertical-align: middle;"></span> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**  
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
  
**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>		
<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>	-	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>
or		
<b>Employer identification number</b>		
<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>	-	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 2px;"></div>

**Part II Certification**  
 Under penalties of perjury, I certify that:
 

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**  
 Signature of U.S. person ▶

Date ▶

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).  
**Purpose of Form**  
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
 

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## **REQUIRED DOCUMENTS**

### **Document 14**

#### **Sample M/WBE Commitment Letter**

Include a copy of a Commitment Letter for each Minority or Women Owned business entity which is included on the Special Participation Summary. The commitment letter should document the information indicated on the sample provided, including but not limited to Name of the M/WBE Business Entity, Contact at the M/WBE business entity, Business Entity submitting the proposal, scope of services to be provided by the M/WBE business entity, Estimated Dollar value of the goods or services to be provided, and signatures of persons binding

## QUESTIONS FOR OFFERORS

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

Dear <Name of Contact Person at MBE or WBE Firm>

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Housing Authority City of Pittsburgh (HACP).

If we are the successful bidders and awarded the contract, <Name of Prime Bidder> intends to utilize <Name of proposed MBE or WBE firm> as follows:

Scope of Proposed Services: \_\_\_\_\_

Estimated Dollar Value: \_\_\_\_\_

Please call should you have any further questions. We thank you for your continuing interest.

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)



## QUESTIONS FOR OFFERORS

This Attachment is a list of questions concerning the offering of the vendor. Responses to these questions will be used by the Authority in evaluating the ability of the system proposed to meet the needs of the Authority.

To complete the form:

- If the feature, function, or service is included in the vendors default offering, please place a check in the column marked “Std”
- If the feature, function or service is an available option in the system proposed, please place a check in the column marked “Opt.” and include this feature with its cost in the Price List in Attachment C.
- If the feature, function or service is not available with the system proposed, please place a check in the column marked “N/A.”
- The column marked Comments/Response is provided for vendor to provide the Authority with information sufficient for the Authority to understand the vendor system.

## **QUESTIONS FOR OFFERORS**

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Feature Function Availability Analysis

Feature or Function		Feature Description	Std.	Opt.	N/A	Comments/Response
Section A - System Administration Features						
B.A.1	Web Based Portal	The proposed system must have a user-friendly system software management capability. Adds, moves, and changes should be configurable through a graphical user interface and should update the centrally available system directory. Please provide an overview of your System Management Portal.				
B.A.2	Template-based Administration	To manage large groups of users, templates make it easier to set up stations and other tasks by enabling the administrator to set up templates that can be applied to large groups of extensions or users. Please describe whether templates are available for the system stations or handsets so that buttons can be assigned over large groups of users. Are templates available for other items, such as user privileges or call restrictions? Can templates be overridden, modified or added to for individual users? Can changes to the template itself be broadcast over all users with that template? Alternatively, can set configuration groups be enabled so that features and privileges are set up by group so that as desktop sets are assigned to the group they inherit the group configuration? If changes are made to the group configuration, do all sets in the group receive those changes? Can a group configuration be overridden so that a unique feature can be configured for an individual set in the group?				
B.A.3	Accessibility	What accommodations can be made in the proposed system to accommodate the seeing-impaired or hearing-impaired users? Please describe the available accommodations. Is additional hardware or software required to implement these features?				
B.A.4	Hearing Aid Compatible	All proposed station equipment must comply with rules adopted by the Federal Communications Commission in May of 1992. These rules specify that all telephones in workplaces of 20 employees or more must be hearing aid compatible.				
B.A.5	Regulatory Compliance	Please describe the proposed system's compliance with regulations like HIPAA, SOX or PCI in the implementation of its features. Does the system take measures to enforce compliance, such as encrypting traffic on the network and protecting voicemail and faxes, so that the systems can be sold to healthcare providers, financial institutions, and other organizations that come under regulatory scrutiny.				
B.A.6	Call Logging	The system must be able to keep a record of calls sent and received and must keep a history of at least 30 days for diagnostic and reporting purposes. This call history must also be secured so that only system administrators can see all calls, although users should be able to access their own call records. Can a user redial numbers from the call log?				
B.A.7	Enhanced Call Accounting	What enhanced call accounting information and reporting is available on the proposed system? Can administrators gather information on the number of calls placed or taken by user and by department, the length of those calls and the number of abandoned or unhandled calls? Can usage be reported by user and by group so that departments can be billed for usage? Please describe in detail the call accounting data available and the reporting capabilities of the proposed system. Is additional hardware or software required to implement any of these features?				
B.A.8	System Fault Finding and Diagnostics	The system's monitoring and diagnostic capabilities. Is the system monitored by the provider so that faults are detected, alerted, logged, and traced? How are fault alarms alerted and to whom?				
Section B - System Interfaces						
B.B.1	DID Interface	Please describe how the proposed system supports Direct Inward Dialing. Can stations support multiple DIDs? Is there a cost associated with DIDs or do they come with each seat?				
B.B.2	Analog Station Interface	Can analog stations be supported in cases where the building wiring cannot be upgraded to support Ethernet wiring to every handset?				
Section C - Network Requirements						
B.C.1	Quality of Service (QoS)	Discuss how quality of service is handled in the proposed system. What QoS protocols/standards does the proposed system support?				
B.C.2	VoIP Network Readiness Assessment	Describe any network readiness assessment required or recommended to make sure our network will handle the addition of voice traffic over the IP data network. Do you provide this service? If not, who does?				

## Feature Function Availability Analysis

Feature or Function		Feature Description	Std.	Opt.	N/A	Comments/Response
<b>Section D - Application Integration</b>						
B.D.1	Desktop CTI	Describe desktop CTI capabilities available with the proposed system. Does the system have the capability to support click-to-call with email, CRM or browser software? What other features are available to phone system users through their PC? Indicate what PC based software the proposed system presently supports without any additional programming.				
B.D.2	Call Handling Applications/Services	Please list the call handling applications, such as receptionist or call center services, that the proposed system has been certified to integrate with without requiring any programming.				
B.D.3	Google GSuite or Google Apps	Is the proposed system able to integrate with the Google GSuite application? If so, please describe.				
B.D.4	MS Office 365	Is the proposed system able to integrate with the Office 365 application? If so, please describe.				
B.D.5	MS Outlook	Is the proposed system able to integrate with the Microsoft Outlook application? If so, please describe.				
<b>Section E - System Features</b>						
B.E.1	Automatic Call Distribution (ACD)	Provide a brief overview of ACD capabilities. Discuss ACD's functional routing capabilities and historical reporting capabilities. Indicate whether there are different ACD software offerings available, and what differentiates one offering from another.				
B.E.2	Call Center Capabilities	Please describe the Call Center Capabilities of the system in addition to the ACD. Can ring groups or station hunting be used in place of an ACD? Can Call Center employees register on their devices to indicate they are ready/ to take calls? Is the capability tied to specific users or can users turn on the capability in an ad hoc fashion (subject to licensing limits)? How are lost calls treated or calls that ring too many times without an answer? What tracking and reporting software is available to enable the Call Center managers to manage and fine-tune the performance of the call center?				
B.E.3	Call Center Callback	Does the proposed system support a callback option for callers when wait times are extremely long - where the caller can choose to enter a phone number to be called back rather than wait on hold? If the caller elects to wait and then changes their mind, can the system be programmed to break in periodically to offer the callback option? How does the callback option handle situations where the wait times extend past the end of the business day when no attendants are available to answer calls?				
B.E.4	Contact Center Integration	Can the proposed system be integrated with a commercial Contact Center to enhance or replace on-site call centers? Are there specific commercial offerings that integrate well - i.e. on a recommended or certified list?				
B.E.5	Automated Attendant	The proposed system is required to have automated attendant as part of its platform. How many auto attendants are included in the proposed system? Can auto attendants have multiple levels? Will the automated attendant offer supervised and unsupervised transfers, which could be automatically changed by time of day, day of week, and holidays? If a caller, using the automated attendant, finds they are going into voice mail, what must they do to call another extension or return to the operator? Can greetings be typed in and read by computer voice? Are multiple languages available for auto attendants?				
B.E.6	Auto Attendant Directory by Extension	Indicate whether the proposed system offers a directory of all extension/mailboxes within the system? How and when can the directory be accessed? Can the directory be presented to callers through the auto attendant? Can the directory be segregated by department or location?				
B.E.7	Auto Attendant Directory by Name	How are the names logged into the system directory? Can the name directory be presented to callers using the auto attendant? Describe the procedure undertaken by the system to look for a match through the auto attendant.				
B.E.8	Automatic Off hook Line Selection	Can stations automatically select a specific line, line group, or directory number when the handset is lifted or the speaker button is depressed? Is it programmable by station? Can a station be programmed to automatically dial another extension when the handset is lifted?				
B.E.9	Easy Station Relocation	Can a station be easily relocated within the proposed system by the system administrator without reprogramming? Specify which features and characteristics are retained and lost in the move. Also, can the E911 database be kept up to date when stations move between locations?				

## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.E.10	Automatic Number Identification (ANI)				Does the proposed system support Automatic Number Identification? Will it send the ANI digits to an integrated CRM system onto the voice mail system? Can ANI digits be received simultaneously with Dialed Number Identification Service (DNIS) called number digits? Does the system capture call history for both abandoned (unanswered) and answered calls for later viewing or speed dialing? What additional equipment or software is required to support these ANI capabilities?
B.E.11	Dialed Number Identification Service (DNIS)				Does the proposed system support DNIS? Are DNIS digits passed through the system as calls are transferred or forwarded? Is DNIS routing sensitive to day/night modes? Can DNIS route calls outside the system? Can DNIS digits be received simultaneously with ANI digits? What additional equipment or software is required to support DNIS?
B.E.12	Caller ID				Does Caller ID display number, name, or both? Is Caller ID supported on both analog (AT1A) and hosted seats? Does the system capture call history for both abandoned (unanswered) and answered calls for later viewing or speed dialing? If a second call rings while on the first call, can the Caller ID display the second call information?
B.E.13	Barge in				Does the proposed station have the capability of monitoring another station engaged in a telephone conversation? Is the barge in tone detected? Can the barge-in tone be repeated so that a party can't camp on the line undetected? By both parties? Describe how barge in would be controlled by class of service, group or user privileges. Can the barge in tone be activated or deactivated?
B.E.14	Busy Override Tone				Can a station that calls a busy station, override a busy signal with a tone burst, indicating a call is waiting?
B.E.15	Camp on (Call Waiting)				Does the proposed have the ability to send incoming or transferred calls to a busy station? Can the recipient's telephone be sent a ringing tone or camp on tone? Can the frequency that the camp on tone is heard be programmed? Is the call returned to the auto attendant or to voice mail after a specified number of rings?
B.E.16	Call Duration Display				Does the LCD display of the proposed telephone display the amount of time the call has been in progress? Is it updated on a real-time basis on the display? Can call duration display be turned on/off while on a call?
B.E.17	Call Forward				Describe the call forward options available from the station. Include the options of All Calls, Busy, No Answer, Busy No Answer, Fixed, System-wide default, etc. Can calls be forwarded externally? Can the call forward external destination be changed remotely by the user? Can call forward be overridden?
B.E.18	Call Transfer Options				Can calls be transferred either immediately, without waiting for the destination party to answer, or after announcing the call to the answering party? Can calls be transferred directly to another user's voicemail? Will a transferred call recall to the transferring station if the destination does not answer within a programmable amount of time? Can calls be transferred to an external number? Can calls be transferred to stations listed on the handset buttons or does the station have to be dialed from the keypad? Please describe call transfer process options.
B.E.19	Call Pickup				Can a station pickup calls ringing at other stations? Can a station pickup calls ringing at other stations when the station number is unknown (pickup any)? Can pickup station or pickup any be made exclusive to a group of phones or a location rather than operating system-wide? Can some phones in a group be excluded from pick up any to protect the phones of managers/executives? How many station pickup groups are available? How many park orbit pickup groups are available? Is a station capable of picking up calls from hold, park, and the paging system?
B.E.20	3-way / n-way calling				Does the proposed system support impromptu 3-way or n-way calls on a station? If so, how many calls can be supported on a single station?
B.E.21	Call Recording				Does the proposed system include the ability to record calls and store the resulting files for a period of time? The Authority requires that all incoming calls and all internal calls be recorded for training and legal purposes. Does the calling system provide for an automated message letting callers know that their calls will be recorded? Can this be done using auto attendants and can the notification play as the call is picked up at a station? How long can calls be stored? Can the resulting files be exported from the system and sent to security or legal? Given that this is a hosted system, does the system have any way to reduce bandwidth usage, particularly for internal call recording? Is any additional hardware or software required for this function?

## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.E.22	Conference	How many internal and external parties can be on a conference - can conferences be as large as 100 participants? How many concurrent conferences can occur on the system? What is the maximum number of participants across all concurrent conferences? Does the proposed system support scheduled/reserved conferences or ad hoc conferences? Can call recording be included in a conference call to record calls? Given that this is a hosted system and all conversations use internet bandwidth, is there any way to minimize internet bandwidth usage for internal callers, who could be using LAN bandwidth rather than internet bandwidth? Is any additional hardware required to accomplish this, such as a premise-based server?			
B.E.23	Delayed Ringing	For team coverage or call center applications, does the proposed system support delayed ringing assignments where the line indicator on the coverage phone will flash a few times when a call comes in on the covered phone and only start ringing if no one picks up the covered phone?			
B.E.24	Distinctive Ringing	Can station ringing be different for incoming external calls and internal calls? State the number of different station ring settings available with the system. Is the ring setting programmable by the user or system administrator or both?			
B.E.25	Find-me-follow-me	Does the proposed system have the capability to offer callers the ability to use alternate means to contact the user, for instance by offering the ability to reach the user through their cellular phone? Can the system be programmed to give the callers an option after voicemail picks up? Can the system be programmed to hunt through a list of alternate numbers before sending the caller to voicemail? Can the number of rings be adjusted? Can the total number of rings be set so that voicemail eventually retrieves the call?			
B.E.26	Simultaneous Ring	Can the system be set to ring multiple stations or numbers simultaneously for a specific user (for example, the desk extension, the cell phone and the home phone)? Can the secondary numbers be programmed with delayed ringing so that they only begin ringing if the primary number is not picked up after a set number of rings?			
B.E.27	Do Not Disturb	Discuss the proposed stations use of Do Not Disturb. How are intercom calls treated versus external calls from an inbound and outbound perspective? Is there any additional messaging that can accompany a Do Not Disturb message that intercom callers or Presence users might see in their display to distinguish between DND and busy?			
B.E.28	Do Not Disturb Override	Can Do Not Disturb be overridden? Does class of service or user privileges determine which stations have the do-not-disturb override abilities? Can the user be warned of incoming important calls?			
B.E.29	Door Phones	Does the proposed system interface with door phones? Are the door phones proprietary or can the system interface with popular door phones like AlPhone? How do they interface with the system. Describe the features available from the door phone.			
B.E.30	Door Lock Control	Does the proposed system interface with electronic door lock devices to provide remote unlock functions? Can a button be programmed on a telephone to remotely unlock the door at the press of a single button? How many door locks can be controlled? What additional system equipment or software is required for this capability?			
B.E.31	DSS Buttons with Busy Lamp Field	Do the proposed handsets have buttons that can be used to auto dial other stations within the system? Do these buttons have an LED that can indicate that the other station is busy/idle status? How many buttons on a handset can be programmed for "DSS/BLF"?			
B.E.32	Emergency Dialer/Voice Broadcast	Does the proposed system include an Emergency Dialer/Voice Broadcast capability? In the event of snow, maintenance or other issues, it is necessary to notify large groups of residents, who are not users of the phone system, of the upcoming events. The recipients will all be external numbers. Can the system group recipients into groups (e.g. buildings), including an "all" group? Is any additional hardware or software required for this feature?			
B.E.33	Enhanced 911 Operation	Does the proposed system support Enhanced 911 operation to provide location information to Public Safety 911 Agencies? How does this work? What systems are in place to maintain the E911 database when stations are moved between offices? Can the stations recognize when they've moved (e.g. the IP subnet changes) so that they can prompt for new location information?			

## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.E.34	Flexible Button Assignment				
	Discuss how features are assigned to programmable buttons at the station. Can most, if not all, features be assigned under feature buttons? Which features cannot be assigned under a feature button? Can individual station users program their own feature buttons on their telephone?				
B.E.35	Feature Sequence Buttons				
	Does the proposed system allow telephone set buttons to be programmed to perform a sequence of operation like a "macro key" on a computer? What type of features, numbers, digit length, etc. can be programmed on these buttons? Are they user programmable?				
B.E.36	Flexible Intercom Directory Number Assignments				
	Can intercom directory numbers be flexibly assigned as any numbers? Discuss how intercom directory number assignments are made. What are the available digit lengths? Can the intercom directory number assignment match a DID assignment and voice mailbox assignment?				
B.E.37	Call Groups/Ring Groups				
	Can DIDs be programmed to ring any station or group of stations? Describe the programming parameters of a line ring group assignment. What features can be assigned within ring groups or call groups? Can groups be set up across locations? Can multiple groups exist within a location?				
B.E.38	Group Partitions-Call Blocking				
	Discuss whether the system can be partitioned into groups of subscribers using class of service, locations, custom groups or some other method. Can group membership deny access when one group attempts to message or dial another group? How many partitioned groups can be established within the system?				
B.E.39	Handsfree Intercom				
	Is a station user able to answer an intercom call without lifting the handset? Can each station be programmed uniquely to use this feature? Does a tone play so that an intercom caller can't camp on another user's set indefinitely? Does hands-free intercom operate the speaker only on the remote station (paging) or does it open the microphone as well?				
B.E.40	Hold Options				
	Can a station be programmed to either automatically place an existing call on hold or release the existing call when a button is pressed to answer another incoming call? Is it programmable by station? Can a station put a call on exclusive hold so it can only be picked up by that station or another station using directed call pickup? Will a holding call re-call the station after a programmable amount of time so that callers are not left on hold indefinitely?				
B.E.41	Hot Desking				
	Does the proposed system support hot desking where a user can change phones or locations simply by signing in to a new phone? In this scenario, the user would have all of the features, button assignments and privileges as they would on their home station when they log into the new station. Can the system be programmed to revert phones or unassign phones where hot desking is only temporary? How many stations can a user be logged into simultaneously? If limited, when the user logs into a new station, is he automatically logged out on other stations?				
B.E.42	LCD Feature Prompting				
	Does the station's LCD provide instructions to the user during feature operation? Can the user press "soft" keys to make selections during feature operation? Describe how this procedure works.				
B.E.43	Lost Call Treatment				
	Can calls that are not answered with the usual calling patterns be routed to an alternate destination rather than to voicemail for call handling on the proposed system? Is there a timer for routing calls lost in the system to a specified destination?				
B.E.44	Message Waiting				
	Can a message waiting light be set on stations on the proposed system? Can a digital station also display message waiting on the LCD? If a message waiting light cannot be set on a standard analog telephone using an AT&A, is stutter dial tone supported?				
B.E.45	Multiple Directory Number Call Coverage				
	Describe how multiple appearing directory numbers and flexible ringing patterns can be used for call coverage and group answering applications.				
B.E.46	Multiple Language Choices				
	Can the proposed system display/ telephone LCD information in multiple language choices? Are translation/transcription services available for multiple languages? What languages are supported (minimum requirements English and Spanish)?				
B.E.47	Music On Hold				
	What type of music interface is provided or available with the proposed system? Are there standard MOH selections available and can custom files be uploaded to provide MOH or custom on-hold messages? Can different hold music be played for different groups or locations?				

## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.E.48	Networking of Multiple Locations				
	The proposed telephone system must be capable of networking multiple locations together to work as one large system. This must include the capability to share and transfer voice mail between all locations, answer incoming calls for all locations at the main location, and dial between locations using a coordinated dialing plan. Describe how these needs will be met with the proposed telephone system.				
B.E.49	Night Service				
	Indicate the number of day, night, and emergency modes available. State the differences between day and night ringing and answering. Indicate which stations can place the system in the night or emergency mode and which stations can answer night or emergency calls. Can different station groups or locations be placed into night service at different times? Can night ringing occur over the paging speakers or to a specific ring group? Can system switching between day and night modes be programmed for automatic activation by time of day and day of week?				
B.E.50	Off hook Call Announce				
	Is off-hook call announce supported? Describe how off hook call announce is initiated and received from the station. Does the announcement come through the handset or the speaker on the telephone? Does each station user have a choice of the speaker or handset method? How is control provided over the use of off-hook voice announce? Can this feature be programmed by station?				
B.E.51	On hook Dialing with Hot Dialed				
	Is the station user able to dial and monitor an external number before having to lift the handset? Do the proposed IP telephones have a hot dial pad, meaning that it is not necessary for the station user to press an intercom or outside line button first to begin on-hook dialing?				
B.E.52	Paging - Internal				
	Indicate whether the proposed system offers paging through the telephone sets. Can the ability to receive a page be programmed by individual telephone? How many internal page zones are available?				
B.E.53	Paging - External				
	State whether the proposed system offers overhead paging through speakers or integration with an overhead paging system via analog adaptor. Can overhead paging be accomplished by each individual station using their telephone? How many external page zones are available? What additional equipment or software is required for these paging capabilities?				
B.E.54	Park Zones				
	Does the proposed system offer park, orbit zones? How many zones are available system wide? Do individual station user have access to the park zones as well as the attendant? Can park orbits be made exclusive to a group so that groups cannot pick up calls intended for other groups? How are calls relieved from Park?				
B.E.55	Redial Capabilities				
	Can the proposed stations store a set number of calls received and placed in memory and offer the station user the opportunity to redial those numbers by pressing a key? Can the station store the last number dialed in memory and offer the station user the opportunity to redial the number by pressing a key? Does the proposed system afford the station user the ability to automatically redial busy outside telephone numbers at preprogrammed intervals?				
B.E.56	Station Queuing				
	Can an internal caller to a busy station in the proposed system set queuing to automatically call when the busy station becomes idle? How is this set? Can an external call be queued for a busy station and ring when the station becomes available?				
B.E.57	Station Message Detail Recording (SMDR) or Call History				
	Can the proposed system output SMDR data or Call History on all calls made and received to a central log file or call accounting application? Can the call history be downloaded for analysis? What information does the SMDR output contain? What additional system equipment or software is required for call accounting? What call accounting/call logging capabilities are standard and what capabilities can be added for an extra cost?				



## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.E.58	System Reporting and Accounting				What information is available to system administrators on calling and usage in the proposed system? Can statistics be gathered on how many calls are answered versus how many are abandoned or answered by voicemail? Please describe the accounting information available on the proposed system and whether that information can be gathered in bulk as well as if it can be had on individual users. What call accounting/call reporting capabilities are standard and what capabilities can be added for an extra cost?
B.E.59	Station Hunting/Hunt Groups				Describe the different types of station hunting available with the proposed system. Can a station be in more than one hunt group simultaneously? How many hunt groups can be defined within the proposed system? Can calls to busy hunt groups camp on and wait for a station to free up?
B.E.60	Station Speed Dial				How many station speed dial numbers does the proposed system provide per station? How many characters per speed dial bin? Can speed dial bins be logically linked to one another? How is the station speed dial accessed, by code, by button, or by LCD directory? If an LCD internal directory is available, describe its operation.
B.E.61	System Speed Dial				How many system speed dial numbers does the proposed system provide? How many characters per speed dial bin? Can speed dial bins be logically linked to one another? How are the system speed dials accessed, by code, by button, or by LCD directory? If an LCD directory is available, describe its operation.
B.E.62	Call Restriction				Describe all the toll or call restriction alternatives available with the proposed system. How many levels are available? Can these be set by user? Can these be set up as templates and applied to individual users or groups?
B.E.63	Call Restriction Override				Can toll restriction be overridden by entering an authorization code?
B.E.64	Tenant Service				Does the proposed system support multi-tenant applications in which each organization can operate their portion of the system as if it were their own separate system? What functions of the system can be kept separate between tenants? How many tenants are supported?
<b>Section F - Stations</b>					
B.F.1	Single line IP sets				Does the system have IP telephone sets capable of handling only a single line, for placement in lobby or break-room applications?
B.F.2	User Setup				Can a user install and setup their own IP telephone? What does a user need to do to make their IP telephone work?
B.F.3	IP Telephone Auto-registration				When either new IP telephones are added to the IP network or existing IP telephones are relocated, does the proposed system provide auto-registration to automatically assign or move the telephone in system programming?
B.F.4	Power over Ethernet				Do the proposed stations have the capability to be powered over the LAN connection rather than through a separate power adaptor? If so, which standard do the stations support - 802.3af/2003, 802.3at/2009, Cisco prestandard or some other? In areas where PoE is problematic, can the phones be powered using an AC adaptor or is a PoE injector required?
B.F.5	IP Telephone				Describe the features and attributes of the proposed IP telephone. Can this telephone be used as an Ethernet hub/switch for connection of a PC? How is this connected?
B.F.6	IP Conference Phone				Are IP conference room phones available for the proposed system, such as the Polycom Soundstation or equivalent? For large conference rooms, are extended microphones available?
B.F.7	Wireless IP Conference Phone				Are Wireless IP Conference Phones available? If so, are they Wi-Fi based or phones with a DECT base station (which can be wired). The requirement is for a phone that can be moved around a room without pulling a lot of wires around. Do the phones require an AC outlet, or do they operate on battery? For large conference rooms, are extended microphones available?
B.F.8	Bandwidth Requirements and Standards				How much bandwidth on the IP network is required for each IP telephone? If multiple choices, what are the advantages/disadvantages? Is the system compatible with phones from other vendors so that IP phones already in inventory can be used with the proposed system? If so, please provide a list of IP phone equipment supported by the system.
B.F.9	LED Indicators				Describe all the different LED indications available from the proposed telephones. Describe the flash rates and colors used for In Use, Incoming Call, On Hold, Camp On, and Busy/ Station Ringing, etc. conditions.

## Feature Function Availability Analysis

Feature or Function		Feature Description	Std.	Opt.	N/A	Comments/Response
B.F.10	Microphone Control	Can the proposed digital telephone's microphone be turned off/on by the press of a button? Is a microphone sensitivity control available to compensate for different room noise levels?				
B.F.11	Release/Answer Button	Can a call be disconnected by pressing a Release button? Can it also be programmed to release the current call and answer the next at the press of one button?				
B.F.12	Volume Control	Are individual station volume settings available for the handset, speaker, and ringing? How does the station user adjust these volume settings?				
B.F.13	Speakerphone capability on all phones	Standard desk telephone sets should all have speakerphone capability. Kitchen/Lobby phones do not require speakerphones.				
B.F.14	Cordless phones	Are Cordless telephone sets available on the proposed system? Do the cordless sets support Wi-Fi or DECT to a base station for connectivity to the network?				
B.F.15	Headset	Headset (headphones and microphone) to allow hands-free operation for receptionist. How are headsets connected to the stations, do they use a dedicated headset jack or can they connect via a 2.5mm or 3.5mm headset jack?				
B.F.16	Wireless Headset	Are wireless headsets available for those employees who want the convenience of a headset without the clutter of a lot of wires around their desk?				
B.F.17	Analog phones	Are ATA (Analog Telephone Adaptor) devices available for connecting analog devices to the system? If taxes are connected via ATA devices, can they be encrypted?				
<b>Section G - Voice Processing System Administration</b>						
		Please describe the security features of the voice processing system. What are the minimum/maximum password lengths? Can the administrator set the minimum password length and complexity? Can passwords be viewed/reset by the system administrator? Can passwords be reset by the user? Can mailboxes be locked after a certain number of invalid login attempts?				
B.G.1	Security Features	Can the system be set to automatically purge messages on a system wide basis after a designated amount of time? What is the range of time that can be set? Can the system automatically purge heard, unheard, or both types of messages? How are message indicators activated/deactivated?				
B.G.2	Internal Maintenance	What measures can be taken to adjust the gain affecting the audio input and output on a system-wide basis?				
B.G.3	System Volume Control	Describe what sort of notifications and alarms can be generated for the system administrator.				
B.G.4	System Alarms & Notifications	Can the system administrator set the maximum length of incoming messages? Is there a limit to how much space is allocated to each mailbox?				
B.G.5	Message Length Control	Describe system backup procedures for the proposed system, with respect to voicemail. How often is it backed up? How much storage is available? Are archives available even if the original message was deleted from the user's mailbox?				
B.G.6	System Backup	Are any reports available for tracking the use of voicemail? Can the system administrator see how many messages are in a user's mailbox, whether those messages have been retrieved and how long the voicemail aged before it was retrieved? Can the system track whether a voicemail has been returned by matching outbound call records to the number of the caller who left the voicemail?				
B.G.7	Voicemail Tracking and reporting					
<b>Section H - Voice Processing Features</b>						
		Does the proposed system have mailboxes designed only to disperse information without the option for the caller to reply to the message? Are the mailboxes capable of being password protected? How many mailboxes can be created to disperse information. Is the message length programmable?				
B.H.1	Information Only Mailboxes/Broadcast	Does the system support the ability to display voicemail in a graphical interface on a PC or smartphone so that users can scroll through voicemail and select the voicemail that they want to review.				
B.H.2	Visual Voicemail	Does the system administrator have the ability to create and deliver system wide messages? Does the individual subscriber have that same capability?				
B.H.3	Broadcast Messages	Describe the call screening capabilities of the proposed system. Can caller's leaving voicemail be monitored and then picked up if the call is important?				
B.H.4	Call Screening					

## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.H.5	Distribution Lists	Indicate whether the proposed system offers group distribution lists. How many system-wide lists can be created? How many group distribution lists can be created by an individual subscriber from their mailbox? Is there any limit to the number of mailboxes that can be included in either distribution list? Can a mailbox be in any number of different group distribution lists both personal and system wide?			
B.H.6	External System Access	Does the system support DID access for voicemail so that users can access their voicemail remotely through an outside number?			
B.H.7	Forwarding Messages	Does the proposed system enable the subscriber to forward a message with or without comments to another subscriber or group of subscribers? Will the system provide verification of the party sent the copy of the message? Can the message be re-forwarded by other subscribers upon their receipt? How many times can that message be re-forwarded? Will all the introductory remarks attached to the message be retained?			
B.H.8	Greetings	How many different greetings are available with the proposed voice mail system? Can the greetings be enabled by time of day, day of week, holiday, and emergency? Can the greetings change automatically or must they be manually activated? Are the greetings programmed by the mailbox user or the system administrator or both? Can the mailbox subscriber create an extended absence greeting to be heard by callers calling the subscriber's mailbox? Additionally, can callers hearing the extended absence greeting be blocked from leaving a message or automatically transferred to another extension?			
B.H.9	Guest Mailboxes	Describe the use of guest mailboxes (guest ID) on the proposed system. Is there a limit to the number of guest mailboxes a system subscriber might have tied to their mailbox? What sort of functionality does the subscriber of the guest mailbox enjoy? Can the system administrator control subscriber's use of guest mailboxes through template or class of service?			
B.H.10	LCD Feature Prompting with Soft Key Operation	Does the proposed system support LCD feature prompting display of voice mail features on the user's station? Is soft key functionality provided to facilitate easy operating of these visual control features? Does LCD operating replace or supplement voice prompts?			
B.H.11	Message Delivery Options	Does the proposed system offer the delivery of messages at a preprogrammed time in the future? How far into the future can the message be delivered? Can the message be canceled? Can the future delivery be used with external parties to the voice mail system, in addition to other mailboxes within the system? Is there confirmation back to the sender of the message that the message was sent and received? Can a message be marked as "private"? Is this function available also on distribution lists?			
B.H.12	Message Playback Controls	Can the subscriber skip messages, pause during messages, speed up or down during messages using the station keypad? Can the subscriber skip a predetermined number of seconds ahead or behind? Can the subscriber replay or cancel the review of messages? Can the volume of the message be adjusted during review? Can this be done on the stations/handsets or is it available only on a smartphone app or PC?			
B.H.13	Message Playback Options	Are saved messages separated from new messages enabling the subscriber to not be burdened by listening to both? How are pending messages handled, for those that have been partially listened to? Will urgent messages be sent to the head of the message queue to ensure expeditious treatment by the subscriber? What order are messages played when retrieving messages from a user mailbox? Can this be changed?			
B.H.14	Message Purgng	Describe the system's procedure for purging messages. When does purging occur?			
B.H.15	Message Reply	Will the proposed system enable the subscriber to reply to a message sent within the system by simply depressing a single digit, thus eliminating the need to input the message originator's mailbox number? Does the message have all the same delivery options that a newly created message has, i.e., urgent and confidential?			
B.H.16	Message Date and Time	Does the proposed voice processing system play the time and date of messages?			
B.H.17	Message Notification	Describe the proposed system's message notification capabilities. Can a user have more than one type of message notification? Will the proposed system offer the user the ability to differentiate between regular, urgent, private, fax, etc.? Indicate how many different options and priorities of messages a subscriber might receive.			

## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.H.18	Message Waiting Indication				Indicate whether message waiting lights and/or stutter dial tone work with the proposed system. Describe the process as the voice mail tries to communicate to the station user that a message has been left. Is there a delay or is the message delivered immediately?
B.H.19	Multiple System Languages				What languages does the proposed voice mail system offer? Can different languages run concurrently, to be selected by the caller? How many? Describe how a caller might move from one language to another within the process of leaving voicemail.
B.H.20	Port Monitoring				Indicate whether your system can monitor a port and differentiate between "busy" and "no answer" conditions and change the greeting appropriately. Will the system differentiate between internal and external callers and give them different alternatives? Can the proposed system monitor a busy extension and place the caller into a queue and inform the caller of the busy status of the extension? Could the system then give the holding caller the option to continue hold, leave a message, or dial another party's extension number?
B.H.21	Remote Administration				Describe the remote administration capabilities of the proposed voicemail system.
B.H.22	Shared Extensions				Can multiple mailboxes support a single shared extension(e.g. for job-sharing)? If so, how is this accomplished?
B.H.23	Single Digit Call Processing				When sending or forwarding messages is there the capability of single digit dialing to specified groups or departments? Can multiple menu layers be accessed by single digit selections? How many menu layers are offered?
B.H.24	Voicemail-to-email				Does the proposed system support voicemail-to-email so that users get copies of their voicemail delivered via email? Does the system send a notification or does it attach the entire voicemail in a .wav file? Can the user delete or save the voicemail through the email or must they manage the voicemail through the system interface? Can voicemail-to-email be enabled and disabled easily for individuals who don't want the function on all the time?
B.H.25	Voicemail-to-text				Does the proposed system support the capability to transcribe voicemail to text and then deliver those messages through email or through TXT to a smartphone?
<b>Section I - eFax Services</b>					
B.I.1	eFax Capability				Does the proposed system have the capability to give users access to faxes through email? Can eFax support multiple email users on a single fax number? Does the proposed system also give the ability to manage all Faxes from a single point in the operation? Can the system be configured to show the first page of the fax in the body of the email so that users don't have to open the attachment to know who the fax is intended for?
B.I.2	eFax Regulatory Compliance				Please describe whether the proposed eFax solution is HIPAA compliant. Are Fax transmissions sent over the public internet at any time, and if so are they encrypted?
B.I.3	eFax Management				Does the proposed system have a web interface for management? Can the faxes be accessed from the web interface? Can faxes be archived online and recovered later?
B.I.4	Sending Faxes				Please describe how to send a fax with the proposed eFax system.
B.I.5	Storage Space				What considerations must be given to storage space if eFax is implemented? Does each eFax number come with the ability to store faxes or do the users simply store the faxes in their email accounts?
<b>Section J - Personal Computer Integration / Mobile Worker</b>					
B.J.1	Smartphone App				Is a smartphone app available with the proposed system? Is it included with the seat or is it available at additional cost? Which call features are available on the smartphone app, such as presence, directory, call logs etc. Does it include the ability to show the system Caller ID out regardless of the device being used, so that employee's cell phone or home phone numbers will not appear on outbound work calls.
B.J.2	PC Softphone				Does the system support the ability to have a softphone on laptops or PCs so that employees can make calls and manage features such as voicemail through their personal computers as if they were using a system extension. What functionality does it provide compared to a desktop IP telephone? Is this available with a seat or is there an additional cost? Does the softphone work on Macs as well as PCs?

## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.J.3	Directory Integration / Click-to-Call				Does the system enable Directory Integration such that caller ID will pop up on the screen and calls can be made from a directory listing on a PC? Can the integration be configured so that telephone numbers on the screen can be called from an employee's extension by simply clicking on the screen? Does the system integrate with other PC applications like Microsoft Outlook or Google Apps so that call can be made directly from email or contact lists?
B.J.4	Instant Messaging				Can the system support instant messaging within the organization, either from a dial pad on the extension or through an associated PC, laptop, or smartphone?
B.J.5	Security System Integration				Does the system support integration with a physical security system, such as door locks and cameras?
B.J.6	Call Tracking / CRM Integration				Does the system capture call information, both inbound and outbound, that can be used to track interactions with vendors and customers? Can this information be integrated with a CRM system such as SAP, ACT or Salesforce?
B.J.7	Presence Feature				Does the system support Presence capabilities so that employees and receptionists are always informed of their co-workers status, such as Available, Busy, On the Phone, Away, etc?
<b>Section K - Attendant Console Features</b>					
B.K.1	Single-screen Call Processing				The console must be quick and simple to use. This means the operator must be able to perform all call processing functions without navigating through a series of menus. Does the proposed attendant console perform all call processing from a single screen?
B.K.2	Answer Button with Priority				Can an answer button be used to automatically answer the next call ringing regardless of what line or other button it is ringing in on? How does the proposed attendant console or system determine which call is next if multiple calls are ringing? Is it just first come first served, or is this programmable by the user to give priority to certain types of calls? Does this function also apply to recalls or transferred calls?
B.K.3	Incoming Call Identification and Selective Answering				Does the proposed attendant console identify the type of call ringing? Can the operator override the answer button priority to selectively answer a certain call? How is this accomplished?
B.K.4	Answer Prompting by Type of Call				Our operators answer calls differently based upon the type of call or department they are calling. Can the proposed attendant console display information on the screen to tell the operator how to answer based upon the number the caller dialed?
B.K.5	Call Transfer Operation				The operator needs a fast and efficient method of transferring calls as their primary function. Describe the methods available for transferring calls with the proposed attendant console.
B.K.6	Console PC Integration				Does the proposed system offer integration with a PC-based or Web-based attendant console that will give the attendant access to all system features through a PC application or web browser? Describe.
B.K.7	Attendant Conference Setup				Can the attendant set up a conference call for other station users by calling outside parties and then adding internal stations to the call? How does this work?
B.K.8	Auto Dialling				The operator needs the ability to auto dial both internal stations and external telephone numbers. Can the proposed attendant console provide this capability? Does the console's dialing directory have a search capability by name, partial name, or initial?
B.K.9	Busy Lamp Field (BLF) Display				Does the proposed attendant console display station status to indicate if stations are busy on a call or in Do-not-disturb (DND) mode? Does it display the station directory number, name, or both?
B.K.10	Call Waiting Count				An operator sometimes gets overloaded with incoming calls and must request assistance. How does the proposed attendant console tell the operator how many calls are waiting to be answered? Screen display? Audible alarm?
B.K.11	Color Console Display				How does the proposed application use color to distinguish different functions, display areas, status, etc., making it easier to use?
B.K.12	Dial "0" For Attendant				Can station users and external callers dial "0" to reach the operator? This is easier than looking up the station number, especially when transferring calls to the operator. Does the proposed attendant console provide 0 dialing for the operator? What if there are more than one attendant console?
B.K.13	Dial Outside Number For Station User				Can the operator of the proposed attendant console dial an outside telephone number for a station user? How does this work?
B.K.14	Direct Station Selection (DSS)				Can the proposed attendant console call a station directory number simply by pressing a DSS button? Can these DSS buttons be used to transfer calls to these stations? How does this work?

## Feature Function Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
B.K.15	Directory Display and Dialing				
	Does the proposed attendant console display a directory of station users? Can the directory display names, numbers, or both? Can the directory display be used for DSS calling and call transferring as well as display BLF status? How does this work?				
B.K.16	Emergency Calls				
	Station users need a way to get through to the operator immediately even if the operator is busy on an existing call. Does the proposed attendant console provide a way for station users to place emergency calls to the operator? How is the operator notified that the call is an emergency call?				
B.K.17	Emergency Page				
	Can the proposed attendant console provide a fast and efficient method to page all stations and/or over external paging speakers? How is this done?				
B.K.18	Feature On-Line Help				
	Does the proposed attendant console provide on-line user instructions and help information? How is it accessed?				
B.K.19	Headset Operation				
	Can a headset be plugged into the proposed attendant console? Does it require any additional or optional interfaces?				
B.K.20	Hold Button and Display Functions				
	When the operator puts calls on hold on the proposed attendant console, how are holding calls displayed? Can one be distinguished from another to know who they are holding for? Is a timer available to show how long they have been holding? Will held calls recall and ring after they have been on hold for a programmable amount of time? Can the proposed attendant console or system collect statistics on incoming calls to the operator? What statistics are collected and for what period of time?				
B.K.21	Incoming Attendant Call Statistics				
	Does the proposed attendant console provide a messaging system in which the operator can enter typed messages or instant messages for other stations users? How does the operator notify station users that they have a message? Can messages be displayed on the recipient's station screen?				
B.K.22	Message Center				
	How many attendant consoles can be in simultaneous operation on the proposed system? If more than one console is in operation, how are incoming calls distributed between them?				
B.K.23	Multiple Console Operation and Load Sharing				
B.K.24	Multitasking				
	Is the proposed attendant console a dedicated workstation, or can it also be used for administration and other purposes? What other functions can the console be used for? Is the attendant console a PC-based or Web-based platform?				
B.K.25	Overflow				
	Can the proposed attendant console re-route ringing calls to another destination if they have not been answered within a designated amount of time? Is the amount of time programmable?				
B.K.26	Override				
	The operator often needs to reach station users even if they are busy on a call or in Do Not Disturb (DND) mode. Does the proposed attendant console enable the operator to override DND or busy status when calling a station?				
B.K.27	Position Busy Mode				
	When the operator takes a break or is away from the console, how is it placed into an unattended mode? Where do the calls ring during this unattended mode?				
B.K.28	Through Dialing				
	Some stations are toll restricted and cannot call long distance unless they go through the operator. Does the proposed console enable the operator to extend otherwise denied line access to station users? Can this be done on a selective or call-by-call basis?				
B.K.29	Transfer Direct to Voice Mail				
	If the operator knows the requested station user is not available, they need to transfer the call directly to the requested party's mailbox rather than to the station. Does the proposed attendant console have the ability to transfer the call directly to an individual mailbox? How does this work?				
B.K.30	Visual User Status/Presence				
	Are the statuses of individual users represented visually on a PC or Web-based application for the Attendant, so that the attendant can inform callers that the system user is available, in a meeting, away or busy, etc?				
B.K.31	Click and Drag Call Handling				
	Does the system provide the capability for calls to be handled (i.e. forwarded, sent to voicemail, placed on hold, etc.) by clicking and dragging icons on a computer screen?				
B.K.32	Multiple Offices				
	Can Attendant functions be consolidated for multiple offices, allowing one receptionist to handle calls for separate offices or separate businesses from a single location? Please describe.				
B.K.33	Manage Voicemail				
	Does the Attendant have the capability to manage voicemail for system users?				

Feature Function Availability Analysis

Feature or Function		Feature Description	Std.	Opt.	N/A	Comments/Response
Section L - Interactive Voice Response (IVR)						
		Does the proposed system come with any Interactive Voice Response capabilities? Describe the IVR capabilities of the proposed voice processing system. Which platform is the IVR system based on? Is the platform part of the proposed system or is it an integration with an external platform? If the latter, which IVR systems are compatible with the proposed system?				
B.L.1	Interactive Voice Response Capabilities					
B.L.2	IVR Programming Portal	Does the proposed system provide a programming capability through which custom voice prompt and response entries can be created and tested?				
B.L.3	IVR Conversion Requirements	HAACP is currently using the Twilio platform for IVR. Can the proposed system integrate with Twilio? If not, can the existing system be converted to the proposed system or will it require re-programming?				
B.L.4	IVR Programmable Responses	Can programmed IVR responses be combined with variable responses? For example, "Your order for 6 items will be shipped on October 5". The number 6 and the date are provided by the database, while the phrases "your order for" and "items will be shipped on" would be recordings that the system administrator makes.				
B.L.5	IVR Languages	Does the proposed system have the capability to operate in multiple languages? If so, does this require recording new responses or does the system convert responses? Which languages are supported?				
B.L.6	IVR Customization Services	Do you provide complete custom IVR application development services? What is provided and how does the program work?				

Service Plan Availability Analysis

Feature or Function	Feature Description	Std.	Opt.	N/A	Comments/Response
<b>Section A - Service Level Agreement</b>					
C.A.1	Service Level Agreement				Is the proposed system covered by any Service Level Agreement(SLA)? Does the provision of the SLA depend on the purchase of Internet connectivity from you?
C.A.2	Outage Definition				What constitutes an outage or decreased functionality in the SLA? How is it measured and who is responsible for monitoring it? What are the terms of the SLA and what are the remedies?
<b>Section B - Hardware (Station) Coverage</b>					
C.B.1	Station Coverage				What is the commitment of the service provider to provide replacements for damaged or faulty stations in a given amount of time. Does the coverage depend on whether the stations are purchased or leased/rented?
<b>Section C - Trouble Ticketing and Support</b>					
C.C.1	Trouble ticketing and contact process				Please describe the process for reporting trouble with the system. Do you offer phone, chat and email trouble ticketing? What response times are provided for each option?
C.C.2	Escalation Procedures				Please describe your process for automatically involving higher levels of the service provider's organization if a major problem or outage persists for defined periods of time.
C.C.3	Programming and Configuration Updates				When adds, moves or changes are necessary during normal system operation, is there staff that can help implement these changes? Is there a cost for these changes?
C.C.4	Technical Assistance				Can engineers be made available to provide assistance to in-house personnel to troubleshoot voice issues?
C.C.5	Training				What training covered in the implementation of the proposed system? What training is available over the life of the system? Is there additional cost for training?
<b>Section D - Backup and Recovery</b>					
C.D.1	Software and Configuration Backups				What backup copies of the system software and the system configuration are kept? How often is the system backed up? How are these used to recover the system in the event of a loss of system information? Who is responsible for restoring backups and are they done manually or automatically?
C.D.2	Disaster Recovery				What Disaster Recovery plans are in place for the proposed system? How much redundancy is there for the system and for the carrier connectivity in the data center(s)?



## **FEE SHEETS**

This Attachment contains three (3) sections.

### **First Section:**

The first section is the Fee Sheet Reference Configuration. Vendor should review this sheet and include the described features and functions when completing the Fee Sheet on the following page.

NOTE: If vendor does not support one or more of the functions of features listed, please indicate in the column labeled “Not Included” on this spreadsheet.

### **Second Section:**

This provides the information on which HACP will base the financial impact of the vendor proposal. Please fill out the spreadsheet completely.

### **Third Section:**

This section is provided to vendor to allow vendor to show prices for additional goods and services not included in the proposal Fee Sheet. Where questions in the Questions For Offerors (Attachment B) ask for alternatives, Vendor should include the pricing for those alternatives on this price list.

## **FEE SHEETS**

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## Fee Sheet Reference Configuration

Not Included		Feature or Function	Requirement	Feature Item
<b>System Administration and Reporting</b>				
	Web Based Portal		The proposed system must have a user-friendly system software management capability.	B.A.1
	Accessibility		The proposed system must have the ability to accommodate the seeing-impaired or hearing-impaired users. In addition, the system is required to be hearing-aid compatible.	B.A.3
	Enhanced Call Reporting		The system must be able to keep a record of calls sent and received and must keep a history of at least 30 days for diagnostic and reporting purposes. This call history must also be secured so that only system administrators can see all calls, although users should be able to access their own call records. Administrators must also be able to gather information on the number of calls placed or taken by user and by department, the length of those calls and the number of abandoned or un-handled calls.	B.A.7
<b>Application Integration</b>				
	Desktop Integration		The standard email and calendar platform at HACP is the Google GSuite application. The system should have the capability to support click-to-call with email and browser software generally.	B.D.1
<b>System Features</b>				
	Automatic Call Distribution (ACD)		The proposed system must have an Automated Call Distribution feature available.	B.E.1
	Call Center Capabilities		Please itemize and price the Call Center Capabilities of the system in addition to the ACD. Include tracking and reporting software to enable the Call Center managers to manage and fine-tune the performance of the call center.	B.E.2
	Automated Attendant		The proposed system is required to have automated attendant as part of its platform. Please specify how many auto attendants are included in the base system. If auto attendants are not unlimited, please include pricing for additional licenses, as specified on the Cost Sheet. Please indicate whether auto attendants can have multiple levels or if additional levels require a separate attendant license. In addition, please indicate whether additional capabilities can be purchased for auto attendants.	B.E.5
	Caller ID		If CallerID Name is available as a separate option, please include and price this service. If ANI support is available for callers who block CallerID, please list the price of this service.	B.E.12
	Required System Features		Include the following features: Call Forward, Call Transfer, Camp-on, Busy Override tone, 3-way (or N-Way) calling, Do Not Disturb (with override), Call Groups/Ring Groups, Group partitions, Message Waiting Indicator, Off-hook Call Announce, Redial Capabilities, and Station Queueing.	Multiple

## Fee Sheet Reference Configuration

Not Included			Requirement	Feature Item
Included			Feature or Function	
			Call Recording	
			Include call recording for all incoming and internal calls with storage of calls for a minimum of 30 days. Include ability to announce to each call that the call may be recorded before completing the call.	B.E.21
			Conference	
			Please include pricing for Meet-me and Web/Video conference bridges as specified in the Cost Sheet.	B.E.22
			Call Handling options	
			Include find-me-follow-me, cell phone twinning and simultaneous ring for all extensions.	Multiple
			Emergency Dialer/Voice Broadcast - external	
			Include outgoing voice broadcast to a predefined list of up to 5,000 telephone numbers not extensions on the telephone system	B.E.32
			Emergency Dialer/Voice Broadcast - internal	
			Emergency broadcast of voice message to all extensions or broadcast to predefined or ad hoc subsets of all extensions.	B.E.32
			Enhanced 911 Operation	
			The proposed system is required to support Enhanced 911 operation to provide locator information to Public Safety 911 Agencies.	B.E.33
			Multiple Language Choices	
			Include ability for incoming calls to select from at least 3 languages when call is answered by the Autoattendant.	B.E.46
			Music On Hold	
			Music on Hold for all extensions.	B.E.47
			The proposed telephone system must be capable of networking multiple departments together to work as one large system while preserving independent attendant and call handling within each department. This must include the capability to share and transfer voice mail between all locations, answer incoming calls for all locations at the main location, and dial between locations using a coordinated dialing plan.	
			Networking of Multiple Departments	
				B.E.48
			Station Message Detail Recording (SMDR) or Call History	
			The proposed system is required to output SMDR data or Call History on all calls made and received to a central log file or call accounting application.	B.E.57
			System Reporting and Accounting	
			Include call accounting ability to report on telephone usage by extension and department. Include the ability for a user to temporarily reassign the department associated with the extension and report the usage during the temporary assignment in the department to which the extension is temporarily assigned.	B.E.58
Stations				
			Power over Ethernet	
			Desktop VOIP sets must support industry standard POE.	B.F.4
			IP Conference Phone	
			Include conference phones as indicated on the Cost Sheet.	B.F.7
			Wireless Headset	
			Include wireless headsets as indicated on the Cost Sheet.	B.F.16

## Fee Sheet Reference Configuration

Not Included		Feature or Function	Requirement	Feature Item
<b>Voice Processing System Administration</b>				
	Voiceemail Tracking and reporting		Include management reporting for voiceemail. Ability to report by extension or department the number of calls routed to voiceemail, number of calls remaining in voiceemail average age of calls remaining in voiceemail.	B.G.7
<b>Voice Processing Features</b>				
	Voiceemail Capabilities		Include voiceemail able to record up to 100 messages, forward voiceemail with or without comments, and ability to export voiceemails to external recording media.	Multiple
	Visual Voiceemail		The proposed system must support the ability to display voiceemail in a graphical interface on a PC or smartphone so that users can scroll through voiceemail and select the voiceemail that they want to review.	B.H.2
	Broadcast Messages		The voiceemail system administrator and selected users should have the ability to create and deliver system wide messages.	B.H.3
	Distribution Lists		Include user defined and system defined group distribution lists.	B.H.5
	Voiceemail-to-email		Include voiceemail-to-email so that users get copies of their voiceemail delivered via email.	B.H.24
	Voiceemail-to-text		Include transcribe voiceemail to text and then deliver through email or through TXT to a smartphone.	B.H.25
<b>eFax Services</b>				
			Include fax to e-mail. System should provide both incoming and outgoing fax to e-mail. Fax numbers should be able to be assigned to individual users and groups of users. Please price the number of eFax licenses specified in the Cost Sheet.	B.I.1
<b>Personal Computer Integration / Mobile Worker</b>				
	Smartphone App		Include cell phone app licenses as specified in the Cost Sheet.	B.J.1
	PC Softphone		Include PC softphone licenses as specified on the Cost Sheet.	B.J.2
	Instant Messaging		Include the ability to send messages between extensions.	B.J.4

Fee Sheet Reference Configuration

Not Included	Feature or Function	Requirement	Feature Item
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## COST SHEET

[illegible]

Product Price List

Category	Lease		Purchase		
	Feature or Product	Lease Unit Price	Lease Units	Purchase Unit Price	Purchase Units
Hosted Seat					
	Hosted Seat				
Desktop Sets - Models					
Desktop Set Accessories and Features					
	AC Adaptor				
	Analog Telephone Adaptor				
Wireless Headset					
Call Accounting Options					
Automatic Call Distribution (ACD) Features					
Multi-language support					





