

QUOTE FOR SMALL PURCHASES

SOLICITATION NUMBER
S20-010

HUMAN RESOURCES CONSULTING/ EXECUTIVE DIRECTOR SEARCH YOUNGSTOWN, OHIO

October 14, 2020

Forward Quotes to: Keeley Randell, Director of Procurement & Compliance
Youngstown Metropolitan Housing Authority
131 West Boardman Street
Youngstown Ohio 44503
Phone: 330-744-2161-Ext. 213
krandell@ymhaonline.com

I. GENERAL INSTRUCTIONS

Please provide a written quotation for the specifications/statement of work and requirements that follow.

Due to COVID-19 quotes should be e-mailed to Keeley Randell at krandell@ymhaonline.com If in the alternative a drop off is necessary, please email Keeley to arrange a date and time prior to the quote due date.

The following documents must be received in order for the quote to be considered:

- **Attachment A;** Quotation sheet
- **Attachment B;** Certifications and Representations of Offerors, Non-Construction Contract, form HUD 5369-C
- **Attachment C;** Form of Non-Collusion Affidavit
- **Attachment D;** Section 3 Employment Plan
- **Attachment E;** Small Disadvantaged Business Concern Subcontracting Plan

Due date for quotes to be received by Youngstown Metropolitan Housing Authority is **October 30, 2020 by 3:00 pm EST.**

The following documents are applicable to solicitation **S20-010:**

- **Attachment F;** Instructions to Offerors, Non-Construction; form HUD 5369-B
- **Attachment G;** Insurance Requirements
- **Attachment H;** Scope of Services

II. SCOPE OF WORK

The Agency is seeking quotes from qualified and insured entities to provide the detailed services listed in **Attachment H.**

III. QUESTIONS ON SCOPE OF WORK

Any questions regarding the Scope of Work should be directed to Keeley Randell at krandell@ymhaonline.com. Submission deadline for questions is October 23, 2020 at 5:00 pm EST, in the event that an Addendum is needed.

IV. VALIDITY OF QUOTATIONS

Quotes shall be made as an offer to YMHA and shall remain valid and may not be withdrawn after the due date noted above for ninety (90) days.

V. REVIEW OF QUOTES AND AWARD OF CONTRACT/PURCHASE ORDER

YMHA shall review all responses in a timely fashion and shall award a contract/purchase order to the lowest and best responsive quotation, as it deems appropriate and in its best interest. YMHA reserves the right to reject any and all quotes, to award to more than one contractor/vendor, and to waive any informality in the quotes received.

Though YMHA anticipates that it will make award to one firm only, YMHA retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if YMHA determines that such is in their best interest.

After an Offeror has provided their proposed costs, the Contracting Officer will determine the lowest offer. YMHA reserves the right to not complete an award to any Offeror that, in the opinion of YMHA, proposes costs that are deemed by YMHA to be unreasonable or unrealistic.

VI. AGENCY'S RESERVATION OF RIGHTS

1. Right to Reject, Waive, or Terminate the QSP. Reject any or all quotes, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by YMHA to be in its best interests.
2. Right to Not Award. Not award a contract pursuant to this QSP.
3. Right to Terminate. Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon ten (10) days written notice to the Contractor(s).
4. Right to Determine Time and Location. Determine the days, hours and locations that the successful Offeror (hereinafter, "Contractor") shall provide the services called for in this QSP.
5. Right to Retain Quotes. Retain all quotes submitted and not permit withdrawal for a period of ninety (90) days subsequent to the deadline for receiving quotes without the written consent of YMHA Contracting Officer (CO).
6. Right to Negotiate. Negotiate the fees proposed by the Offeror entity.

7. Right to Reject Any Quote. Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes offering alternate or non-requested services.
8. No Obligation to Compensate. Have no obligation to compensate any Offeror for any costs incurred in responding to this QSP.
9. Right to Prohibit. At any time during the QSP or contract process, prohibit any further participation by an Offeror or reject any quote submitted that does not conform to any of the requirements detailed herein. By accessing the YMHA website and by downloading this document, each prospective Offeror is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that they will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by YMHA that they feel needs to be addressed. Failure to abide by this time frame shall relieve YMHA, but not the prospective or actual Offeror, of any responsibility pertaining to such issue.
10. Right to Reject – Obtaining Competitive Solicitation Documents. The YMHA website is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that they obtained all information on the YMHA website. Any other group such as a quote depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the YMHA website to obtain the documents.

VII. SALES TAX

YMHA is a political subdivision of the State of Ohio, funded through the U.S. Department of Housing and Urban Development (HUD), and is therefore exempt from State, Local, and Federal Taxes.

VIII. CONFLICT OF INTEREST

By providing a quotation the offeror is certifying that the offer is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived, or agreed, directly or indirectly, with any offeror or person, to put in a sham offer or to refrain from quoting, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of the offer or of any other offeror, or to fix any overhead, profit or cost estimate of said quotation price, or of that of any other offeror, or to secure any advantage against the Youngstown Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in the offer are true. No member, officer, employee of YMHA, or representative of Mahoning County, shall participate in the selection, award, or in the administration of this contract, if a conflict of interest would arise. A conflict of interest would occur when a financial or other interest is held by:

1. The employee, officer or agent involved in making the award;
2. Any member of his/her immediate family;

the selection, award, or in the administration of this contract, if a conflict of interest would arise. A conflict of interest would occur when a financial or other interest is held by:

1. The employee, officer or agent involved in making the award;
2. Any member of his/her immediate family;
3. His/her partner;
4. An organization which employs or is about to employ any of the above.

IX. SECTION 3 RESIDENT PARTICIPATION

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3), and all subsequent revisions is hereby incorporated into this solicitation by reference and it is directly applicable to the contract. With the interest of complying with these regulations to the greatest extent feasible, the Contractor shall be required to demonstrate compliance with the YMHA Section 3 Policy and Procedures, incorporated in this solicitation by reference. The affirmative action goal under this program is to have a minimum of 30% of the new hires of the project consisting of "bona fide" YMHA Section 3 residents for each fiscal year.

To demonstrate this compliance **all Offerors must provide the enclosed SECTION 3 EMPLOYMENT PLAN, Attachment D, with their bids/quotes.** If the plans are not submitted with the bid or fail to adequately define how the bidder intends to meet the goals intended, YMHA may determine the bid as non-responsive. To be considered for a complete or partial exemption of the Section 3 requirements, the bidder must document, in writing, the reason(s) for the requested exemption and submit that documentation a minimum of seven (7) days in advance of the bid/quote date.

Upon request, YMHA will organize one or more hiring halls of interested residents to assist the Contractor in obtaining its goals. The Contractor may interview and select individuals for employment at these hiring halls. Any questions relative to these conditions should be referred to the Procurement Director

X. SMALL DISADVANTAGED BUSINESS CONCERN

YMHA is committed to a goal of twenty-five percent (25%) of all contract funds being awarded to Small Disadvantaged Business Concerns (SDBC). **Attachment E**, Small Disadvantaged Subcontracting Plan, must be completed and submitted with the quote/offer. YMHA's SDBC policy and procedures are incorporated into this solicitation and resultant contract by reference.

XI. INSURANCE REQUIREMENTS

Insurance requirements are contained in **Attachment G** and part of this solicitation. All insurance documents must be submitted within ten days of award of contract to Keeley Randell, Director of Procurement and Compliance as well as a current copy of the Ohio Bureau of Workers' Compensation certificate.

ATTACHMENT A

QUOTE SHEET

A. Internal Assessment/Recommendations to Search Committee/Board & Human Resources	\$ _____/month
B. Human Resources	\$ _____/month
C. Vitae/Resumes and Interviews	\$ _____/month
D. Selection & Offer	\$ _____/month
TOTAL COST*	\$ _____

Monthly rates to include all services listed in each category (A through D) as outlined in the Scope of Services (Attachment H).

*YMHA will reimburse the Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditures. Advance written authorization for travel is required and reimbursement for lodging, meals and incidental expenses are limited to rates published by the U.S. General Services Administration for Youngstown, Ohio.

Submitted by: _____
Company Name

P.O. Box / Street

City / State / Zip Code

Phone

E-mail

Authorized Signature

Authorized Personnel (Please Print)

Date Submitted

ATTACHMENT B

**FORM: HUD-5369 C; CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS,
NON-CONSTRUCTION CONTRACT**

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT C

FORM OF NON-COLLUSION AFFIDAVIT

**FORM OF NON-COLLUSION
AFFIDAVIT**

State of _____) ss
County of _____) ss

_____, being first duly sworn, deposes, and says: That he is

(a partner of officer firm)

the party making the foregoing proposal or bid; that such proposal or bid is genuine and not conclusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Bidder, if the bidder is and individual)

(Partner, if the bidder is partner ship)

(Officer, if the bidder is incorporated)

CORPORATE SEAL

Subscribed and sworn to before me

this _____ day of _____ 20 _____

My commission expires _____ 20 _____

ATTACHMENT D

SECTION 3 EMPLOYMENT PLAN

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

SECTION 3 EMPLOYMENT PLAN

Description of Work: Human Resources Consulting/Executive Director Search

Solicitation No.: S20-010

Prime Bidder: _____

Anticipated Number of Total Work Force						
Construction Trade or Work Classification	Employer's Current Work Force			Needed New Hires		
	Journeyman	Apprentices	Trainees	Journeyman	Apprentices	Trainees
TOTALS						

The undersigned certifies that its intent to employ Section 3 Residents for work listed in this Schedule, conditioned upon the award of a contract by the Youngstown Metropolitan Housing Authority.

Total number of new hires anticipated under this Schedule: _____

Section 3 Resident that are to be hired (30% of new hires noted above): _____

Signature of Prime Bidder

Date

ATTACHMENT E

**SMALL DISADVANTAGED BUSINESS CONCERNS
SUBCONTRACTING PLAN**

SMALL DISADVANTAGED SUBCONTRACTING PLAN

YMHA SOLICITATION NO. S 20-010 TOTAL QUOTE VALUE: \$ _____

COMPANY NAME: _____ FEDERAL ID #: _____

ADDRESS: _____ PHONE: _____ FAX NO.: _____

COMPANY TYPE: ___ SDB (Small Disadvantaged Business) ___ WBE (Women Owned Business) ___ OTHER

Please list all contractors, subcontractors, vendors, or providers planned to be utilized under the above referenced prime contract completing all fields.

Subcontractor Name & Address (City, State, Zip)	Federal ID Number	Trade Type	SDBC,WBE or NOT	Ethnic Code	Award Date	Est. Award Value	% of Prime Contract
1.					TBD		
2.					TBD		
3.					TBD		
4.					TBD		
5.							
6.					TBD		

TOTAL SUBCONTRACTS AWARDED \$ _____

The undersigned certifies that the information provided herein is accurate and complete. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001.

Ethnic Codes: 1=White Americans 4=Hispanic Americans
 2=Black Americans 5=Asian/Pacific Americans
 3=Native Americans 6=Hasidic Jews

Name: _____

Signature: _____

ATTACHMENT F

INSTRUCTIONS TO OFFERORS, NON-CONSTRUCTION

FORM HUD-5369-B

Instructions to Offerors Non-Construction



1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT G

INSURANCE REQUIREMENTS

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
INSURANCE REQUIRMENTS

The proposed agreement will require that the following minimum insurance be provided by the vendor/consultant.

COVERAGE AMOUNT

Worker's Compensation Comprehensive General	Statutory
Liability	BI \$1,000,000 per occurrence PD \$1,000,000 per occurrence
Automobile Liability	BI \$1,000,000 per occurrence PD \$1,000,000 per occurrence
Professional Liability/Omissions and Errors (as applicable)	\$1,000,000

The Youngstown Metropolitan Housing Authority (YMHA) shall be named as an additional insured, except on Worker's Compensation and Omissions and Error coverage, and will be given thirty (30) days' notice in advance of cancellation, non-renewal, or material change in any coverage. A certificate of insurance evidencing such coverage shall be approved by YMHA and placed on file with YMHA prior to commencement of work under this contract.

YMHA adopted a Small Disadvantaged Business Concerns (SDBC) Policy establishing a goal of 25% SBDC participation in YMHA contracts. YMHA also works to facilitate contracting opportunities for low and very low-income persons, particularly those who are recipients of government housing assistance pursuant to Section 3 of the Housing and Urban Development Act of 1968.

If you are an SDBC or Section 3 vendor and do not currently meet YMHA insurance requirements, as listed above, please submit the insurance that you currently have. If you are the low bidder, YMHA will review the provided insurance to determine if it is adequate. If it is determined not adequate, and bidder is unable to obtain additional insurance, YMHA reserves the right to reject the bid.

ATTACHMENT H

SCOPE OF SERVICES

Youngstown Metropolitan Housing Authority (YMHA) is seeking an experienced executive search/human resources agency to assist in the selection and placement of a new Executive Director.

Period of Contract (Tentative): From November 2020 through February 2021

Consulting Services	Tentative Timelines (subject to change)	Rate
<p>E. Internal Assessment/Recommendations to Search Committee/Board & Human Resources</p> <ol style="list-style-type: none"> 1. Interview Board/Search Committee for Leadership/Management Expectations of new position. 2. State of the agency fiscal review salary/benefits offer. 3. Strategic Plan – Skill set required of new ED 4. Development and finalization revised ED Job Description. 5. Develop of Employment Announcement – 3 weeks deadline. 	November 2020	Monthly
<p>F. Human Resources</p> <ol style="list-style-type: none"> 1. Job postings – 3 weeks deadline, to all relevant resources, local, state and federal, as required. 2. Receive, sort, log, prepare interview documents, scoring sheets, etc. 3. Electronic communication of receipt to applicants. 	December 2020	Monthly
<p>G. Vitae/Resumes and Interviews</p> <ol style="list-style-type: none"> 1. Schedule Search Committee meeting – review and select candidates for first round phone interviews. 2. Schedule phone interviews – per committee. 3. Conduct phone interviews with search committee. 4. Discuss outcome, select in person candidates. 5. Conduct phone reference checks before in-person interview, share with committee. 6. In-person interviews and ED presentations – 10-minute presentation to committee on the vision for YMHA and additional questions. 	January 2021	Monthly

Consulting Services (Continued)	Tentative Timelines (subject to change)	Rate
<p>D. Selection & Offer</p> <ol style="list-style-type: none"> 1. Select candidate (s), or 2nd interviews, per committee 2. Select candidate. 3. Make job offer, salary and benefits. <p>Target date range for new ED to start position: February 15 – March 15, 2021</p>	February 2021	Monthly