

Maiker Housing Partners

Request for Qualifications

RFP 22-024

Payroll Services



Maiker
Housing Partners

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1.0 ABOUT MAIKER HOUSING PARTNERS

Adams County Housing Authority, dba Maiker Housing Partners, serves Adams County residents for whom conventional housing is unaffordable. We assist individuals, families, seniors, and persons with disabilities throughout all of Adams County, including the rural and unincorporated areas. Our goal is to provide these households with quality, affordable housing options while supporting their efforts to achieve economic self-sufficiency.

Our programs and services include the following: Public Housing, Housing Choice Voucher Program, Family Self-Sufficiency Program (FSS), Financial Assistance Programs (rent/mortgage and utilities assistance). We also own and manage several affordable multi-family apartment communities throughout the county. The Agency owns and manages 1508 units, associated in partnerships on another 908 units, which most are available at or below market rents, and we supply 1560 Section 8 Housing Choice Vouchers.

2.0 RFP AT A GLANCE

MAIKER CONTACT PERSON	Kirk Kemp Procurement Specialist kkemp@maikerhp.org
SUBMISSION DEADLINE	Friday, July 29th, by 3:00 PM M.S.T. Kirk Kemp, kkemp@maikerhp.org or BidNet Direct Email submissions are acceptable provided all attachments are sized to be sent/received by email. There is no size limit if submitted to Bidnet Direct.
SUBMISSION REQUIREMENTS	Electronically formatted proposals must be clearly identified and divided according to the RFP Section 8.0 Proposal Format: <ul style="list-style-type: none">▪ Part 1 – Required Attachments▪ Part 2 – Section 3 and Equal Opportunity▪ Part 3 – Background of Firm▪ Part 4 – Past Performance & References▪ Part 5 – Responses to Questions – Scope of Work▪ Part 6 – Proposed Services and Pricing▪ Part 7 – Additional Information
INTERVIEWS	Interviews <u>may</u> be held for top ranked proposers. If interviews are conducted, Maiker will notify those proposers of time and date.

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3.0 MAIKER'S RESERVATION OF RIGHTS:

- 3.1 Maiker reserves the right to reject any or all proposals, to waive any formality in the procurement process, or to terminate this procurement process at any time, if deemed by Maiker to be in its best interests.
- 3.2 Maiker reserves the right not to award a contract pursuant to this RFP solicitation.
- 3.3 Maiker reserves the right to terminate a contract awarded pursuant to this procurement, at any time for its convenience upon 10 days written notice to the successful responder(s) as further described in such contract.
- 3.4 Maiker reserves the right to determine the days, hours, and locations that the successful responder(s) shall complete the work called for in this RFP
- 3.5 Maiker reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of Maiker Procurement Specialist.
- 3.6 Maiker reserves the right to negotiate the fees proposed by the proposed entity.
- 3.7 Maiker reserves the right to reject and not consider any proposal that does not meet the requirements of this procurement, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 3.8 Maiker shall have no obligation to compensate any proposer for any costs incurred directly or indirectly in responding to this RFP.
- 3.9 Maiker shall reserve the right to at any time during the procurement or contract process prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accepting this procurement document and the attachments, each responder is thereby agreeing to abide by all terms and conditions listed within this document, within the attachments and further agrees that he/she will inform Maiker in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by Maiker that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve Maiker, but not the prospective responder, of any responsibility pertaining to such issue.

4.0 INTRODUCTION: Maiker Housing Partners with approximately 109+ employees is seeking a Payroll Service Provider (Contractor) that will provide full payroll, HRIS, Time and Attendance, and GL interface services. Maiker seeks a full-service partner in payroll procedures, issues, and problems, not just a payroll processor. Maiker uses Colorado Public Employees Retirement Account (PERA) and not Social Security. Proposers should be familiar the PERA.

5.0 SCOPE OF WORK: The complete Scope of Work can be found in **Attachment A: Scope of Work** to this RFP.

6.0 COMPLIANCE: All items furnished must comply in all respects to the standards and regulations established by Federal and Colorado State Laws. Vendor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1837(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Environmental Protection Agency regulations (40 CFR), and OSHA Enforcement Procedures for Occupational Exposure to Blood borne Pathogens Standard (29 CFR 1910.1030).

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7.0 PRICE AND FEE GUIDELINES:

- 7.1 Proposed Costs All-Inclusive:** All proposal amounts are inclusive of all related costs that the responder will incur during the execution of the contract and must include all costs to the proposer. Third party costs, such as for reproduction services, will be reimbursed at cost. Contractor should clearly specify anticipated reimbursable expenses in the proposal, including the type of expense, the basis of reimbursement, any applicable unit costs, and the specified allowances.
- 7.2 Tax Exempt:** Maiker is exempt from sales and use tax and as such, the pricing should take into consideration the tax-exempt nature of Maiker.
- 7.3 Permit Fees and Inspections:** IF permit fees and inspections are connected with work resulting from this RFP, the contractor will be required to obtain and required permits and to ensure the completion of any inspections. Maiker will reimburse, at cost, the permit fees.
- 7.4 Trip Charges:** Proposers may not include a per trip charge(s). Proposers will need to calculate transports to and from each location as part of their overall costs and include as part of their submission.
- 7.5 Additional Materials/Services:** It is possible that Maiker will require additional materials/services in support of the contract. In such cases, Maiker and the Contractor will work together to achieve a mutually agreeable solutions and fees.
- 7.6 Personnel & Equipment:** Contractor agrees to furnish all equipment and fully trained personnel necessary to perform the services specified herein and agree to perform said services in a timely, professional, and workmanlike manner. The contractor may not sub-contract services to a third party without written consent from Maiker Procurement Officer.
- 7.7 Contract Options and Renewals:** Initial contract may be extended in 1 year increments up to a total of five years pending successful completion of work and quality of professional relationship with Maiker.
- 7.8 Inspection of Records:** The Contractor shall maintain at the Contractor's designated main office, all records, and reports for the three (3) years following the expiration or termination of the contract. Files and documents related to installation at Maiker properties must be made available for inspection by the agency, its representatives, or HUD during normal business hours upon twenty-four (24) hours written notice. If applicable, Maiker has the right to review Contractor employee's personnel records as pertaining to the Contract.
- 7.9 Contractor Liability:** Damages caused by the Contractor or Contractor's employees while performing the services provided herein shall be the responsibility of the contractor and limited to the subsequent repair or replacement at owner's option of said damages or damaged property.

8.0 PROPOSAL FORMAT: Proposals submitted in response to this procurement must be in the sequence below to be considered responsive. Each item must be submitted in the order given below.

8.1 PART 1: Required Attachments:

- 8.1.1 Attachment B: Profile of Firm.** This 2-page form must be fully completed. Please indicate if the firm is a MBE or WBE.
- 8.1.2 Attachment C: Contractor's Certification of Compliance.** This form must be submitted under PART 1.

8.1.3 Attachment D: HUD Form HUD 5396C Certifications and Representations of Offerors. **NOTE:** This form must be filled out, signed, and submitted under Part 1.

8.1.4 Attachment E: Form HUD 5369B Instruction to Offerors Non-Construction. **NOTE:** *This form is for informational purposes only. Responders understand and agree to the requirements. There is no need to sign or include this form with your submittal.*

8.2 PART 2: Section 3 and Equal Employment

8.2.1 Attachment F - Section 3 Business Preference Documentation: For any responder claiming a Section 3 Business Preference, he/she shall include the fully completed and executed Section 3 Business Preference Certification Form and any documentation required by that form. If no Section 3 preference is claimed, please insert under Tab 3” “SECTION 3 BUSINESS PREFERENCE IS NOT BEING CLAIMED.” Further information regarding Section 3 Business Preference may be found at the HUD website: <http://hud.gov/offices/fheo/section3/section3.cfm>

8.2.2 Equal Employment Opportunity: The responder must submit a copy of its Equal Opportunity Employment Policy, and any documentation it believes substantiates the declaration. I.E. practice and history of employing minorities and/or women in professional positions.

8.3 PART 3: Background of Firm: Responder must submit a concise description of its company background to deliver the proposed contract work/services.

8.3.1 Brief history of your firm.

8.3.2 Number of employees

8.3.3 Number of locations you have and where they are.

8.3.4 Scale of your firm, including:

8.3.4.1 Number of clients you service overall

8.3.4.2 Size range of clients

8.3.4.3 Industries of clients

8.3.4.4 Geographical distribution of clients

8.3.5 Please describe the scope of your practice including the type of products and services you provide and the markets in which you operate.

8.3.6 Demonstrate you are a full service, service provider not just a payroll processor.

8.4 Part 4: Past Performance & References: Proposer must submit the following information:

8.4.1 Experience: Please give a concise description of the firms past experience. Maiker is especially interest in past work that closest reflects experience with Low-Income,

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Affordable Housing, Multi-Family Housing, or past work with other Housing Authorities.

8.4.2 References: Proposers shall submit references of former and/or current clients, experience with low-income and affordable housing (if any), and for whom the proposer has performed similar or like services to those being proposed within this RFP. References should include, at a minimum: 1) Clients Name, 2) Phone number of Contact Person, and 3) A brief description of services provided.

8.5 Part 5: Responses to Questions in Scope of Work – Attachment A: Please submit your responses to the questions found in the Scope of Work in Part 5.

8.6 Part 6: Proposed Services and Pricing: Please include information on pricing and price structures for all services proposed in response to this RFP.

8.7 PART 7: Additional Information: Please include other general information that the proposer believes is appropriate to assist Maiker in its evaluation.

9.0 PROPOSAL SUBMISSION

9.1 Submissions must clearly denote **RFP 22-024** and have the responder's name and return address. **Proposals submitted after the published deadline will not be considered.** Proposals should be submitted to:

Kirk Kemp – Procurement Specialist
kkemp@maikerhp.org
OR
BidNet Direct.com

9.2 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. If any such additional marks, notations or requirements are entered on any of the documents that are submitted to Maiker by the Responder, such may invalidate that Proposal. If, after accepting a proposal Maiker decides that any such entry has not changed the intent of the proposal, Maiker may accept the proposal and the proposal shall be considered by Maiker as if those additional marks, notations, or requirements were not entered. By downloading these documents, each prospective Responder that does so is thereby agreeing to confirm all notices that Maiker delivers to him/her as instructed, and by submitting a Proposal, the Responder is agreeing to abide by all the terms and conditions published herein and by addendum pertaining to this procurement.

9.3 Submission Responsibilities: It shall be the responsibility of each Responder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by Maiker. By completing, signing, and submitting the completed documents, the Responder is stating their agreement to comply with all the conditions and requirements set forth within those documents. Failure to examine any requirements shall be at Responder's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

9.4 Contact with MAIKER: It is the responsibility of the responder to address all communication and correspondence pertaining to the procurement process to the Maiker Procurement Specialist only. Responders must not make inquiry or communicate with any other Maiker staff member of

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official (including members of the Board of Commissioners) pertaining to this procurement without prior permission from the Procurement Officer. Failure to abide by this requirement may be cause for Maiker to not consider a submittal received from the responder.

10.0 EVALUATION

10.1 Criteria: Maiker intends to retain the successful responder pursuant to a “Best Value” basis, not necessarily a “Low Cost” basis. Maiker will, as detailed within this document, consider factors other than cost in making the award decision. The initial evaluation will be reviewed for responsiveness as stated in 8.0 *Proposal Format*, i.e. meets the minimum requirements. Maiker shall then evaluate each of the proposals submitted in response to this procurement.

MAX POINT VALUE	CRITERIA
20	BACKGROUND OF FIRM – Part 3
20	PAST PERFORMANCE & REFERENCES – Part 4
35	RESPONSES TO QUESTIONS – SCOPE OF WORK – Part 5
25	PROPOSED SERVICES AND PRICING – Part 6
100 points	TOTAL

10.2 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the Maiker evaluation panel. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the Maiker evaluation panel.

11.0 CONTRACT AWARD AND PROCEDURES: If a contract is awarded pursuant to this procurement, the following procedures will be followed:

11.1 Equal Proposals: If equal proposals are received from responsive responders, award may be determined by an interview process.

11.2 Final Scope of Work: The final scope of work may be revised at Maiker’s option based on, among other factors, the value of proposals received, and the availability of funds.

11.3 Final Award: Upon completion of the proposal evaluation process, Maiker will formulate and forward to the Maiker Executive Director (ED) for approval, a written award recommendation. The Maiker ED may choose to approve the award or the Maiker ED may approve staff to take the award recommendation to the Maiker Board of Commissioners at a scheduled board meeting for approval (typically for contracts with a total value greater than \$50,000).

11.4 Protesting Award: Any protest against the award of a contract must be received within five (5) calendar days after contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision

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on the matter. The Contracting Officer may, at their discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. The Contracting Officer shall issue a written decision within five (5) business days after receiving all required information regarding the protest.

11.5 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by Maiker pursuant to the procurement:

- **Contract Form:** The form of contract will be negotiated after Contractor selection. Maiker reserves the right to require a contract on Maiker’s form, and by submitting a proposal, the responder agrees to execute Maiker’s form of contract. However, Maiker will consider any contract clauses that the responder wishes to modify and include therein, provided the responder makes such requests within 3 business days of Maiker’s circulation of a form of contract. If Contractor and Maiker are unable to negotiate a contract within 5 business days of initial contract circulation, Maiker reserves the right to deem the initially selected contractor ineligible and initiate negotiations with another responder.
- **Assignment of Personnel:** Maiker shall retain the right to demand and receive a change in personnel assigned to the work if Maiker believes that such change is in the best interest of MAIKER and the completion of the contracted work.
- **Unauthorized Sub-Contracting Prohibited:** The successful responder shall not assign any right, nor delegate any duty for the work proposed pursuant to this procurement (including but not limit to, selling or transferring the contract) without the prior written consent of Maiker. Any purported assignment of interest or delegation of duty, without the prior written consent of Maiker shall be void and may result in the cancellation of the contract with Maiker or may result in the full or partial forfeiture of funds paid to the successful proposal as a result of the proposed contract as determined by Maiker.

11.6 Contract Period: Successful contractors will begin work in accordance with a schedule mutually agreed upon by Contractor and Maiker.

11.7 Contract Service Standards: All work performed pursuant to this procurement must conform and comply with all applicable local, state, and federal laws.

11.8 Warranty/Guarantee: All work provided by the Contractor shall be warranted or guaranteed by that Contractor for a period of the contract including any optional extensions in the contract.

12.0 LICENSING AND INSURANCE: Prior to award, the successful responder will be required to provide:

12.1 Workers Compensation: An original certificate evidencing the responder’s current industrial (workers compensation) insurance carrier and coverage amount.

12.2 General Liability: An original certificate, evidencing “General Liability” insurance coverage, naming the Maiker as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Housing Authority of the County of Adams, State of Colorado, as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$1,000,000 and medical expenses of any one person of \$100,000), with a deductible of not greater than \$1,000.

12.3 Automotive: An original certificate showing the responder’s automobile insurance coverage in a combined single limit of \$1,000,000.00. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000.00/\$100,000.00 and medical pay of \$5,000.00.

12.4 Licenses: A copy of the responder’s business license allowing that entity to provide such series within the County of Adams, Colorado or any local municipality located within the County of Adams, Colorado. Additionally, if applicable, a copy of the responder’s license issued by the State of Colorado or the municipal licensing authority allowing the responder to provide the services in their jurisdiction detailed herein.

12.5 A copy of the W-9.

13.0 BILLING AND PAYMENTS: Invoices shall be submitted as soon as available upon completion of work. Maiker payment terms are net 30 days, after receipt of invoice. All invoices for completed work must be received by Maiker Housing Partners within six (6) months of the completed work. Maiker reserves the right not to pay invoices for work or service completion after the six-month period has passed.

14.0 SCHEDULE OF ATTACHMENTS: It is the responsibility of each bidder to verify that he/she has reviewed the following attachments pertaining to this procurement:

- | | |
|---------------------|--|
| Attachment A | Scope of Work |
| Attachment B | Profile of Firm |
| Attachment C | Certification of Compliance |
| Attachment D | Certifications and Representations of Offerors |
| Attachment E | Instruction to Offerors |
| Attachment F | Section 3 Business Preference |