

REQUEST FOR PROPOSAL

HOUSING MANAGEMENT AND
ACCOUNTING SOFTWARE

**OTTER TAIL COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY
FERGUS FALLS, MN**

PROPOSAL DUE DATE:

Thursday, April 1, 2021
12 p.m. NOON

Otter Tail County HRA Proposal for Authority Software

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1. Introduction

The Otter Tail County Housing and Redevelopment Authority (HRA) is a public agency created in 1973. The HRA's primary operations are to provide a variety of housing and redevelopment programs to address the housing and community development needs of its communities and citizens.

The HRA is headed by an Executive Director (ED) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HRA's procurement policy.

Currently, the HRA has 1 contracted employee (the Executive Director) and is in the hiring process for four other positions. Currently, the HRA has a Service Agreement with another local HRA to provide the Housing Choice Voucher Program (baseline of 140 vouchers) and to operate a 13-unit scattered site Public Housing program. At this time, installation of the financial software is the priority. Installation of the housing management aspects of the software will depend on hiring qualified staff to work with the responding vendor on the transition.

2. Purpose of RFP

In keeping with its mandate to provide efficient and effective services, the HRA is currently soliciting proposals from qualified entities to provide an enterprise-wide software that will enable the HRA to run all aspects of financial accounting and housing management programs effectively and efficiently. The system must clearly demonstrate the ability to conform to all requirements of project-based accounting, budgeting, and management, to all requirements of HUD, and to Generally Accepted Accounting Principles (GAAP). The HRA is also inquiring about the responding vendors capacity to provide additional software modules of future programs.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

3. HRA Reservation of Rights

All proposals shall remain valid for a period of one hundred and eighty (180) calendar days after the date specified for receipt of proposals. All costs of the proposal process, interviews, contract negotiation, and related expenses, are solely the responsibility of the vendors. The HRA reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and/or to modify or cancel this solicitation. Proposals that appear unrealistic in terms of management commitments or are indicative of failure to comprehend the complexity of this RFP and subsequent contracts may be rejected.

The HRA reserves the right to reject, for specific reasons, any and all proposals received which include, but are not limited to, noncompliance with the RFP and stated requirements. Responding vendors are requested and advised to be as complete as possible in their response. The HRA reserves the right to 1) contact any responding vendors to clarify any response; 2) contact any current users of the responding vendors' services; 3) solicit information from any available source concerning any aspect of the proposal; and, 4) seek and review any other information deemed pertinent to the evaluation process.

The HRA will not be liable for any error in the proposal. Responding vendor will not be

allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The HRA reserves the right to make corrections or clarifications due to errors identified in proposals by the HRA or the Responding vendor. The HRA, at its option, has the right to request clarification or additional information from the Responding vendor.

4. Scope of Work and Specifications

4.1 General

The Software selected will manage the functions of the HRA as described below. Responses to the questions in ATTACHMENT A and this RFP reflect the HRA's questions and concerns regarding the proposed software.

4.1.1 Financial Applications

- 4.1.1.1 General Ledger
- 4.1.1.2 Budgeting
- 4.1.1.3 Accounts Payable
- 4.1.1.4 Tenant Billing
- 4.1.1.5 Purchasing & Requisitioning
- 4.1.1.6 Financial Reports
- 4.1.1.7 Accounts Receivable
- 4.1.1.8 Capital Assets
- 4.1.1.9 Capital Fund Management
- 4.1.1.10 Grant Management
- 4.1.1.11 Payroll
- 4.1.1.12 Facilitate Online Banking with Direct Deposit
- 4.1.1.13 Direct Deposit of Housing Assistance Payments (HAP)
- 4.1.1.14 Point of Sale (POS)
- 4.1.1.15 Rehabilitation Loan Financial Activity
- 4.1.1.16 Income statement reporting
- 4.1.1.17 Balance statement reporting
- 4.1.1.18 Actual to budget reporting

4.1.2 Housing Applications

- 4.1.2.1 Applicant Waiting List(s) (must handle multiple programs)
- 4.1.2.2 Appointment Management (multiple programs)
- 4.1.2.3 Unit Management (multiple programs)
- 4.1.2.4 Vacancy Tracking (multiple programs)
- 4.1.2.5 Low Income Public Housing Tenant Management
- 4.1.2.6 Section 8 Housing Choice Voucher Tenant Management
- 4.1.2.7 Project Based Section 8 Vouchers (we do not operate this now but we may in the future)
- 4.1.2.8 Other State rental assistance programs (future)
- 4.1.2.9 Family Self Sufficiency (this is not currently used but would like this capacity)
- 4.1.2.10 Work Order / Maintenance System
- 4.1.2.11 Creation & Submission of 50058 (and the future potential for the 50059)

- form in the future)
- 4.1.2.12 Rent Calculation for Public Housing and Section 8 Housing Choice Voucher management
- 4.1.2.13 SEMAP, Family Self-Sufficiency Reporting, Rent Calculations, Contracts, and Tracking Forms
- 4.1.2.14 UPCS Inspections
- 4.1.2.15 HQS Inspections
- 4.1.2.16 Mobile Application for HQS Inspections
- 4.1.2.17 Open Market Rental Management (HRA owned and operated housing with various income and rent restrictions, sometime in the future)
- 4.1.2.18 Rehabilitation Grant and Loan tracking
- 4.1.2.19 Demographic reporting of program participants, with the ability to select various characteristics, by program

4.1.3 Data Conversion

Attachment B describes a general outline of data to be converted. Data conversion will be required from the existing system, which is currently owned by another HRA. There may be additional data unknown to the HRA at present. Data Conversion to include conversion of historical data for a minimum of 24-months. The installation, successful implementation, and testing of the software on the HRA's computer network is required. The type of current software now being used by the partner HRA is HAB (which was recently purchased by MRI). Upon notification to the partner HRA, the HRA will have sixty (60) days to complete the conversion.

4.1.4 Training

Responding vendors must have sufficient resources to provide all initial application module training of the HRA staff to include end-users, managers, and Information Technology staff, if necessary, sufficient for the HRA to operate independently. Technical training must include a conceptual overview of all modules and how they interact and interface with each other.

The cost of training must be clearly stated in detail in the RFP response.

4.1.5 Technical Support and Software Updates

Responding vendors must provide ongoing technical support and software updates to maintain compliance with Federal directives, and to provide for bug fixes and product enhancements.

Each proposal must include a full description of the software, Respondent's standard maintenance and support agreements, including annual costs to the HRA for these services. These maintenance agreements must provide for periodic updates to the software for product enhancements, bug fixes, tax and regulatory compliance, etc. Each proposal must fully document the Respondent's upgrade policy including any costs for upgrades outside the standard maintenance contract.

When describing telephone or "chat" support, proposals must specify all conditions (incl. availability times and escalation processes).

For licensing/pricing purposes, Respondents should assume a total of seven (7) users or seven (7) licensed seats if based on PC/Laptop:

Financial module:

- Executive Director
- Assistant Finance Director
- Finance Supervisor
- HRA Accounting Specialist
- Project Manager

Housing Management modules:

- Executive Director
- Housing Assistance Coordinator
- Project Manager
- Administrative Support
- Assistant Finance Director
- Finance Supervisor
- HRA Accounting Specialist

4.2 Respondent Experience

The Respondent must be thoroughly familiar with the application areas specified and have an installed base of customers currently using the proposed products. The Respondent shall have the staff, technical, and financial resources to reliably support the proposed system. The Respondent will thoroughly document its experience in the applications listed in Section 4.1.1. and 4.1.2 and include the qualifications of staff who will be assigned to this project.

4.3 Security

Responding vendors must provide a description of its cyber security measures to protect the HRA's data. The selected vendor will be entirely responsible for the ongoing security of the data. The HRA owns the financial and housing program data.

4.4 RFP and Project Schedule

EVENT	DATE
RFP Issue Date	March 15, 2021
Last Date for Inquiries	March 26, 2021 @ 5:00 PM (CDT)
Vendor Proposals Due	April 1, 2021 @ 12:00 PM (CDT)
Interview/demo of responding vendors	By April 13, 2021
Staff Selection of Recommended Vendor	By April 16, 2021
Contract Negotiations	By April 23, 2021
Finalize Installation/Conversion Plan	By April 30, 2021
Initiation of User Training	As soon as contract is fully executed and can be scheduled by all parties
Parallel Operations	Financial accounting module is first priority and

	housing management to be scheduled as determined below
Conversion to New Housing Management Systems	Housing program 60-day conversion time frame will be determined by May 1, 2021
System fully operational by HRA	To be determined

4.5 Submission Deadline and Delivery Address

All proposals must be received at the HRA no later than noon, 12 p.m. Central Daylight Time on Thursday, April 1, 2021.

Respondents may email the proposal to Barbara Dacy, Executive Director, at bdacy@co.ottertail.mn.us or by regular mail/delivery c/o Barbara Dacy, Executive Director, Otter Tail County Housing and Redevelopment Authority, 500 W. Fir Avenue, Fergus Falls, Minnesota 56537

4.6 Inquiries

All inquiries will be in writing and submitted via email by 5 p.m. Friday, March 26, 2021 to bdacy@co.ottertail.mn.us.

If in the opinion of the HRA additional material or interpretation is needed, it will be provided as an Addendum to the RFP and will be communicated to all other responding vendors. Oral instructions or information concerning the specifications of the project given out by HRA employees to prospective respondents shall not bind the HRA.

5. Proposal Format & Submission Requirements

All proposals should follow the format and instructions provided in this section. There are several elements to the proposal submission:

1. A transmittal letter as described in Section 5.1
2. Completion of the information in Attachments A.
3. A written narrative answering the questions in Section 5.2 through 5.12.
4. Completion of Attachment C: Proposal Cost Summary

Responses will be reviewed for completeness prior to detailed evaluation. Any response submitted in a manner that makes evaluation unnecessarily time consuming may be eliminated from further consideration. Elaborate proposals are not necessary. Quality, substance, brevity, clarity, and responsiveness to the HRA’s needs are necessary.

5.1 Letter of Transmittal

All proposals must include a letter of transmittal that includes the following information:

1. The company name, address, telephone, fax, email, and website address.
2. Authorized contact person.
3. An individual within the company who is authorized to contractually bind the vendor must sign the letter of transmittal.

5.2 Executive Summary

Provide a non-technical overview of the responding vendor’s business including:

1. The range of products and services offered for housing authorities.
2. The length of time housing authorities has been primary clients.
3. Responding vendors should provide information reflecting how and why products and services meet the HRA's needs as explained in this profile.
4. Description of the responding vendor's experience in relation to the HRA financial accounting and housing management programs, the breadth of customers using similar programs, and describe the capacity and depth of the of vendor's staff to carry out the functions as described in Sections 4.1.1 and 4.1.2. The qualifications of the assigned staff can be discussed in response to Section 5.4.

5.3 Profile of Responding Vendor

Please respond to the following questions regarding your company's approach on its software:

1. Identify the account representative who will work with us through implementation.
2. Describe the different types of support service available, hours of operation, and when employees can discuss issues with staff directly.
3. Describe the frequency of updates, software patches, or other modifications.
4. Describe the policy regarding support after system upgrades are completed and whether there are additional costs required.
5. Please provide information regarding user groups, if any.
6. Describe how your customers influence and contribute to the content of updates.
7. Describe your policy on user modifications, if any, and implications on cost and warranties.
8. Describe your release schedule for updates and especially changes in HUD statutes and regulations and describe the impact, if any, on maintenance or updating processes on day-to-day operations.
9. If a product is discontinued or your company is sold, do you have any minimum guarantees for continued support?

5.4 Proposed Implementation Plan

1. A tentative schedule is laid out in section 4.4. However, the HRA is relying on each respondent's expertise in implementation to provide reasonable and practical timeframes for implementation. The HRA operates on a calendar year. Describe the overall timeframes for implementation, training, data conversion, user and technical training, and an estimated "go-live" date with key dependencies noted. Assume that the implementation period starts shortly after the contract is signed.
2. Provide a description of the current staff and technical capacity of the business to address the needs of the HRA.
3. Identify the key staff involved with training, demonstration, data conversion, and initial support.
4. Identify the responsibilities that will be required of the HRA and what the responsibilities that will be covered as part of your company's services.
5. Identify the technical and non-technical resources that need to be represented on the HRA project team.
6. Identify the tools provided with the system to support user customization.
7. Describe telephone or "chat" support, proposals must specify all conditions (incl. availability times and escalation processes).

8. Provide one copy of applicable annual technical support / maintenance contract(s).
9. Provide resumes of key staff members who will be involved in system project management, technical support, user and technical training.
10. Provide a list of HRA customers using the proposed software modules. Include approximate size (amount of units / number of employees) and modules in use.

5.5 Attachment A Software Functions Questions

Review the questions in Attachment A and indicate your answers in the excel spreadsheet. Provide a pdf copy of your responses and attach it to your proposal.

5.6 Training Plan

Describe the training/education options available to your customers initially and during the course of a calendar year.

1. Describe how the initial training will be conducted (e.g. group virtual setting) and approximate timeframes necessary for training.
2. Provide a summarized list of topics pertinent to training for the financial and housing management modules.
3. Describe your user training process for new upgrades and enhancements.

5.7 Data Conversion

Review Attachment B “Data Conversion Checklist” and please respond to the following questions:

1. Describe data conversion assistance you will provide during implementation from the current system.
2. Identify the requirements from the HRA prior and during data conversion.
3. Will the HRA retain its “know identifiers” or will it need to change?
4. Do you provide sample data with which to conduct system installation verification testing? Describe the testing process.
5. What level of support do you provide for the conversion from our current systems to the new one?
6. What is the recommended sequence of programs to be converted? And is it required to convert in that sequence? (vouchers first vs. public housing)
7. Provide the steps that will be taken to cut over to the new system.
8. Does your System require the HRA to run in parallel with older system(s)?

5.8 References

The Responding vendor is required to submit a minimum of three (3) HRA references. If possible, include references who provide similar services. Please include the name of the organization, location, contact person, contact’s title, phone number and email address, size of the PHA regarding vouchers and public housing units. Also include a short system description (what installed, when, etc.) Include references for similar data conversions with other clients.

5.9 Proposal Costs

5.9.1 Proposal Cost

Responding vendors must provide cost information according to the following outline. Respondents must clearly and unambiguously specify the total cost of each element of the proposed system and must complete and submit Attachment C.

5.9.2 Software Costs

Identify annual software costs for the financial module and housing management module specific to the Section 8 Housing Choice Voucher and Public Housing program, if priced separately, for 2021, and from 2022 to 2025. Specify the annual support, maintenance, or other costs associated with the financial module, Section 8 Housing Choice Voucher and Public Housing program.

5.9.3 License Fees

License fees include license fees for system software, license fees for system operating system, database, development tools, third party license fees, software license fee (by module or function), terminal emulation license fees, etc.

5.9.4 Conversion Costs

Minimum of two-years for data to be converted to the new proposed database for the Section 8 Housing Choice Voucher Program and Public Housing program. At this time, we do not have Housing staff on board to assist with this process.

5.9.5 Training Costs

Responding vendors should base training costs on the information in Section 4.1.5. Provide necessary detail to explain total costs.

5.9.6 Implementation Costs

Include costs for services provided in the responses that are not detailed above such as project management and/or consulting costs. If applicable, provide a list of per diem rates for ancillary services such as analysts, project managers, and implementation specialists.

5.9.7 Optional Costs

List pricing of additional modules not currently needed in Section 4.1.1 and 4.1.2, (Project Based Section 8 Vouchers, Family Self Sufficiency, Open Market Rental, Rehabilitation Loan Program, or other undefined rental assistance programs), plus any optional products that your company can provide.

6. Evaluation Method

6.1 Evaluation Committee

The HRA anticipates that it will select a minimum of a three-person committee to

evaluate each of the responsive proposals submitted in response to this RFP.

6.2 *Evaluation and Selection*

The appointed evaluation committee members will each, independent of any other person at the HRA, evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Executive Director.

The HRA reserves the right to make an award based solely on the responses to this RFP or to negotiate further with one or more vendors. The contract will be awarded to the Vendor whose proposal will be the most advantageous to the HRA and whose price and other factors considered are the most closely conforming to this RFP. Due to the evaluation procedure for the Request for Proposal, lowest dollar price will not indicate the successful Vendor. Price constitutes only one of the several evaluation criteria. The Evaluation Committee will judge the merit of the proposals/interviews received that shall include but are not necessarily limited to those listed in the Evaluation Criteria.

6.3 *Interview*

A committee determined by HRA staff may interview responding vendors whose proposals are the highest rated. The interview process may include a verbal interview or an on- line demonstration of the product. The HRA reserves the right to short list the RFP respondents and to interview only those HRA feels are best qualified.

7. Evaluation Factors

The following factors will be utilized by the HRA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the responding vendor submits within his/her proposal. Evaluation Criteria – 100 Points possible.

CRITERIA	POINTS POSSIBLE
<i>Strength and Expertise of Vendor</i>	
Responding vendor proposal reflects a sufficient amount of experience delivering the proposed products and expertise regarding GAAP accounting and housing programs. The software largely meets the function requirements listed in the RFP, including the responses to questions in Attachment A. The software and vendor demonstrate the ability to add additional federal and non-federal programs (e.g. local rehabilitation loan/grant program tracking or other program).	35
<i>Cost</i>	
Costs all-inclusive including but not limited to: cost of data conversion, software, licenses, installation, implementation, project management, training, and first year's support. The HRA may, at its discretion, select part or all of the hardware, software, and support services enumerated in the vendor's proposal. The vendor must itemize and cost software, installation, support, maintenance, and other costs separately. No adjustment may be made by the vendor unless requested by the HRA.	15
<i>Support Services and Service Level Agreement</i>	
Support services include ongoing maintenance, new releases, support of HUD mandated changes and service level agreement related to issue resolution and overall responsiveness. Other factors include change management and documentation. The cost of ownership , i.e. yearly renewal, will be evaluated and considered.	20
<i>Implementation, Methodology, and Conversion Services</i>	
The ability to carry out the implementation plan within an acceptable timeframe determined solely by the HRA.	20
<i>Training Services</i>	
Training services include training approach, education options, and training with like or test system.	10

8. Contract Award Procedure

The HRA will make an award based on the proposal that best conforms to the solicitation and is most advantageous to the HRA. The point ranking system as outlined in this RFP is designed to assist the HRA in determining those proposals which best conform to the solicitation. The HRA may award the contract to other than the lowest price offer. If all proposals do not meet the HRA criteria or the satisfaction of the HRA, the software contract may not be awarded.

If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

8.1 Contract Conditions

Please see the sample contract from, Attachment D. The HRA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the responding vendor wishes to include and submits in writing a request for the HRA to do so. It is the responsibility of each prospective responding vendor to notify the HRA, in writing, and in tandem with submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HRA will consider and respond to such written correspondence.

8.2 Contract Form

The HRA will not execute a contract on the successful responding vendor's form-- contracts will only be executed on the HRA form (and by submitting a proposal the successful responding vendor agrees to do so (please note that the HRA reserves the right to amend this form as the HRA deems necessary). Please note that the HRA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

8.3 Unauthorized Sub-Contracting Prohibited

The successful responding vendor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the HRA. Any purported assignment of interest or delegation of duty, without the prior written consent of the HRA shall be void and may result in the cancellation of the contract with the HRA, or may result in the full or partial forfeiture of funds paid to the successful responding vendor as a result of the proposed contract; either as determined by the HRA.

8.4 Contract Period

The HRA anticipates that it will initially award a contract for the period of 1 year with the option, at the HRA's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

8.5 Licensing and Insurance Requirements:

Prior to award (but not as a part of the proposal submission) the successful responding vendor will be required to provide:

An original certificate evidencing General Liability coverage, naming the HRA as an

additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HRA 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 \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

An original certificate showing the responding vendor 's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a deductible of not greater than \$1,000;

If applicable, provide a copy of the responding vendor's business license allowing that entity to provide such services within the state of Minnesota, and/or a copy of the responding vendor 's license issued by the State of Minnesota licensing authority allowing the responding vendor r to provide the services detailed herein. The requested related information shall also be entered where provided for on the Profile of Firm Form.

8.6 *Right To Negotiate Final Fees*

The HRA shall retain the right to negotiate the amount of fees that are paid to the successful responding vendor, meaning the fees proposed by the top-rated responding vendor may, at the HRA 's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HRA has chosen a top-rated responding vendor. If such negotiations are not, in the opinion of the HRA successfully concluded within five (5) business days, the HRA shall retain the right to end such negotiations and begin negotiations with the next-rated responding vendor. The HRA shall also retain the right to negotiate with and make an award to more than one responding vendor, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

8.7 *Contract Service Standards*

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

9. *Attachments*

- 9.1 Attachment A: Software Functions Questions
- 9.2 Attachment B: Data Conversion Checklist
- 9.3 Attachment C: Summary of Proposal Costs
- 9.4 Attachment D: Proposed Contract
- 9.5 Attachment E: Certification of Completion and Release
- 9.6 Attachment F: Certification of Section 3 Business Concern
- 9.7 Attachment G: HUD-5369-C, "Certifications and Representations of Offerors"
- 9.8 Attachment H: HUD-5370-C, "General Conditions"
- 9.9 Attachment I: HUD-5369-B, "Instructions to Offerors"

**ATTACHMENT A:
SOFTWARE FUNCTIONS QUESTIONS
Excel Spreadsheet Can Be Emailed Upon Request to
bdacy@co.ottertail.mn.us**

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

INSTRUCTIONS:

Please complete this form to indicate whether or not your software can accommodate each of the items listed. You may see the same item under multiple categories. We are simply trying to make sure that each module/category can function the way that we are intending. If there are additional notes or comments you would like to make please insert those in the "comment" column. When completed convert to a PDF and attach to the proposal for submission.

Item #	General Functions	Yes/No	Comment
1	Does your software require users to exit the system during any month-end or year- end functions?		
2	Is there a limit to how many users can be in any one module at a given time? If so, how many?		
3	Is there the ability to scan, view, print, email and/or fax pictures and documents to system users? And external parties?		
4	Ability to track user productivity		
	a. Ability to track the number of actions per each user		
	b. Ability to track the users access to a participant file/record		
	c. Can users be blocked assigned access or denial of access to client record?		
5	Provide detailed rent and utility allowance calculations, kept up to date with latest HUD requirements and formulas		
6	Integrated appointment calendar		
7	Integrated reminder system (like pop-up messages)		
8	A validation program that is fully compliant with the current HUD-50058 Technical Reference Guide		
9	Unlimited number of notes/area per participant to indicate balances owed, previous problems with residents, or document regulations or admission/occupancy policy issues		
10	Ability to list the current HUD regulations and the current Admissions and Occupancy Policy		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

11	Tenant reports that can be filtered by project number, caseworker, and user defined codes		
12	Reports on PIC submissions that will help maintain 95% or higher on all submission		
13	Automatically submit files to PIC without using the PIC Website		
14	Automatically retrieve PIC error reports and store ticket numbers and PIC error		
15	Translate PIC errors into user friendly directions for corrections		
16	Ability to compare PIC records with System records to identify any records not currently in PIC system that are in our system		
17	Keep history of prior residents in unit		
18	Ability to set levels of security for users (i.e.: not everyone can change Master File of resident not everyone can do adjustments to accounts).		
19	Search for a tenant account using the unit number, address, lease date, termination date, SSN or tenant name		
20	Tracks and maintains all data required for PHAS Reporting		
21	HUD compliance and error checking prior to completion of voucher processing.		
ACCOUNTING			
22	GAAP compliant accounting		
23	Dashboard features for the accounting modules		
24	Modules are arranged in a logical manner according to order of processing		
25	All modules integrated without needing to enter data for a second time in a different module		
26	Data entry fields are arranged in a logical manner for ease of data entry; with pertinent information summarized on initial screen.		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

27	Document scanning, imaging, storage, printing, viewing, sending, report archiving		
28	Financial reporting		
	a. Capability to create audit trails on transactions and funds		
	b. Capability to custom design report and create standard report		
29	Database fields can be exported to and imported from MS Office products		
30	Flexible, robust, user-friendly report writer feature available in all subsystems. Ability to modify canned reports and design own reports		
31	Capability for project based accounting		
32	Organization uses feedback from user group to determine software direction.		
33	Users have the ability to print from modules to several network printers		
34	Provide security (user & group level) by application, menu item/function within application, reports, and queries		
35	Intelligent purge routines for all modules		
36	Complete test environment for all modules		
37	Queuing system for reports/printers and ability to check print status		
38	Ability to print checks using existing check stock		
	a. MICR check encoding		
39	Ability to create an unlimited number of fill-able custom forms and letters to participants, applicants, tenants, and owners, including mailing labels		
40	Automatically sets up accounts receivable and accounts payable between funds.		
41	Ability to comply with HUD's asset management model and be able to post inter fund A/R's and A/P's at the AMP level		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

42	Ability to have both Manual and Automatic interfund transactions between Funds and Projects Based Financials for Projects for both the Balance Sheet and Income Statement		
43	Ability to handle charging fee for service between projects and from a central cost center to the projects		
44	Ability to block/control transaction posting to prior periods so no posting is done to the wrong year.		
45	Ability to post at summary level in general ledger level (with the option to post in detail)		
46	Account set up – Ability to have multiple segment account numbers and the ability to use any combination of segments between funds.		
47	Accommodate minimum of 4 account number segments (including Fund)		
48	Recurring Entries – Monthly recurring entries must be available to post manual journal vouchers.		
49	FDS – Ability to create the Financial Data Schedule for HUD’s REAC submission based on the monthly/annual general ledger processing and postings.		
50	Ability to pull FDS by Fund/Project		
51	Ability to maintain multiple months open at any particular time to process in the future or at year end to process the year end adjustments.		
52	Ability to manage multiple year ends		
53	Ability for more than one user to print reports simultaneously		
54	User defined inter-fund account numbers		
55	Ability to change the effective date on a transaction after it has been posted		
56	Ability to run a GL by user defined parameters		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

57	Ability to drill down to detail information from the GL system to all interfacing subsystem		
58	Ability to view Transaction source and origin in Allocated Account		
59	Ability to support unit allocation table (number of contracts per fund automatically determines allocation percentage)		
60	Capability to process subsequent year transactions before completely closing previous year		
61	Capability to deactivate accounts from further posting without deletion.		
62	Capability to tie GL number to FDS number and facilitate transmission to REAC		
63	Ability for input and posting of multiple budgets within a specific fund for multiple property budgeting		
64	Ability to create reports by individual property even if the month is closed and also the reports should be capable of combining two or more properties within a fund		
65	Ability to calculate and display Per Unit Month data		
66	Ability to export and import data for the budget		
67	Ability to spread an expense automatically over 12 months		
68	Ability to track all actuals against approved budget amount by Fund		
69	Ability to enter annual approved budget amounts for each fund		
70	Ability to prohibit posting of out of balance journal entries		
71	Ability to complete full bank reconciliation for specific bank accounts		
72	Ability to enter different types of JEs such as those that only post to REAC reports or Annual Financial Statement reports		
73	Capability to automatically allocate portions or percentages of budgets between accounts		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

	GRANT MANAGEMENT		
74	Able to display all invoices and by which BLI they are related to the grant		
75	Able to manage grants spanning multiple years.		
76	Ability to automatically update Budget and General Ledger when grant is modified		
77	Ability to set milestones for each grant including target dates and actual dates		
78	Ability to track costs by grant, phase, budget line items, budget categories and by contract		
	CAPITAL ASSETS		
79	Ability to post to the capital asset system manually or an interface from accounts payable		
80	Ability to enter capital assets at zero book value to track the asset		
81	Depreciation – Monthly posting from capital assets to the general ledger based upon the cost center/project purchased from		
82	Ability to determine the useful life years and the method of depreciation		
83	Balancing – Reports must be available to balance the posted capital asset system to the general ledger system by fund/cost center/projects.		
84	Physical inventory reports – Annual physical inventories require listings of capital assets. These reports must list the physical location of all capital assets by site (not project charged, assets may be located at a site other than where it was purchased).		
85	Ability to scan asset tags into system		
86	Ability to track capital asset warranties		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

87	Disposition – Ability of disposed assets to be maintained in a disposed file in the event of assets requiring reinstatement.		
88	Ability to produce reports at the AMP or fund level for disposal and /or additions for any part of the fiscal period.		
89	Ability to track assets by fund or account in the general ledger.		
90	Ability to reinstate a capital asset which has previously been written off or disposed of.		
91	Ability to group assets by user defined type of asset (vehicles, office equipment, computers, etc.)		
REQUISITIONING AND PURCHASING			
92	Ability to enter online requisitions		
93	Ability to automatically e-mail notifications to alert approvers when a requisition needs to be reviewed		
94	Ability to inquire from vendor level all open and closed purchase orders		
95	Ability to inquire for user entered Buyer all open and closed purchase orders		
96	Ability to set and hold to budget parameters for a purchase order		
97	Ability to print receiving documents by: Purchase order number, date, receiver		
98	Ability to enter contracts and edit at any time		
99	Ability to track purchase orders against a particular contract.		
100	Ability to identify vendor as minority vendor		
101	Ability to enter and update vendors be restricted by security levels		
ACCOUNTS PAYABLE			
102	Record each vendor record with the following basic criteria:		
	a. Vendor Name		
	b. Attention Line		
	c. Address		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

	d. City, State, and Zip Code		
	e. Phone Number		
	f. Tax Identification		
	g. 1099 if meet defined criteria and allow for various types – Misc, Int, etc.		
	h. Vendor Type		
	i. Minority and Classification codes		
	j. Vendor terms		
	k. Alternate address feature		
103	Automatically warns user if a duplicate entity number is entered (Social Security/Federal Tax Identification), from any module within the software program		
104	Organize vendor database by both vendor name and unique vendor number		
105	Include list of individual invoices in each vendor's record		
106	Vendor records split between outstanding and history invoices		
107	Invoice number query by vendor		
108	Each invoice record can have an unlimited number of line items		
109	Real-time and/or batch posting and data entry		
110	Multiple levels of holds for invoices		
111	Automatic warning of duplication of Accounts Payable invoices		
112	Automatic posting of a current payment to a future accounting period		
113	Global payment of invoices to be run by due date		
114	Set-up features for recurring payments that are amendable		
115	Positive Pay bank verification capability		
116	Produce check registers with multiple levels of detail		
117	Automatic check voiding and invoice reinstatement		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

118	Unlimited banks and bank accounts with the ability to print checks from any account; self- balances between funds and projects for A/P entries		
119	ACH payment files to Tenants and Landlords		
120	ACH pre-note functionality to test the file submissions prior to funds transfer		
121	Ability to email payment advice to tenants and landlords.		
122	Easy to navigate screens that allow tabs, arrows, or graphics based screens with drill-down and shortcut icons		
123	The Accounts Payable program to integrate with the Tenant Accounts Receivable, Purchase Order, Inventory Control, and General Ledger programs so data is entered only once		
124	Generate separate vendor and landlord audit reports prior to 1099 production		
125	Generate separate vendor and landlord audit reports prior to 1099 production		
126	Combine vendor and landlord data from Accounts Payable and Section 8 programs		
127	Produce 1099 form for each tax entity (individual or organization)		
128	Print 1099 forms and mailers and produces a Magnetic Media data submission file for transmission to the IRS		
129	Archive 1099 history		
130	Process 1099 MISC forms via laser printer		
131	Ability to distribute costs across funds and projects based on agency defined distribution rules (percentages to each).		
132	Integrated electronic filing system (document imaging system) to original invoices, vendor contracts, 1099s, W-9s, etc.		
133	Able to have separate fund checking accounts or to have one account for numerous funds/projects rather than individual project accounts.		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

134	Ability to enter manual check into the system.		
	TENANT ACCOUNTING PUBLIC HOUSING		
135	Automatic posting of payments to resident's accounts		
136	Maintain security and pet deposits		
137	Accrue interest on security and pet deposits based on user defined table		
138	Write-off feature for inactive tenants		
139	Bankruptcy feature for active and inactive tenants		
140	Ability to select which charges to or account payment is to be applied to		
141	Ledgers with current and past transactions on all accounts (both active and vacated). Complete audit trail for all activity on tenants accounts		
142	Customized letters for notifying residents of billing on their accounts (Pull information directly from file)		
143	Periodic reporting module to provide audit tracking and review information for both daily and monthly financial data		
144	Process for month end reports and printing rent statements		
145	Ability to enter alternate addresses for residents for either evictions or second party processing paperwork		
146	Ability to create report for Certificate of Rent Paid reporting for tenants and State of MN		
147	Ability to track move-in and move-out dates by family member		
148	Ability to enter and bill residents living in units owned by Housing Authority that are not under any HUD program		
149	Ability to manage tenants in two programs (i.e. a voucher holder living in an HRA- owned tax credit building)		
150	Ability to charge maintenance charges, etc.		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

151	Ability to set up repayment agreements for either rent, maintenance charges, or pet deposits		
152	Ability to apply late fees to accounts in different programs – automatically based on set parameters or manually (different rules for separate programs)		
153	Ability to interface to Accounts Payable for automated Tenant UAP check processing.	Yes/No	Comment
154	Ability to vendor pay UAP payments.		
155	Ability to integrate with other software modules i.e., Wait list, Recertifications, General Ledger, Inspections, Work Order,		
156	Custom or third party report writer.		
157	Maintains audit trail on resident accounts.		
158	Prepares delinquent listings and notices.		
159	Automatically posts maintenance charges from the work order program.		
160	When moving in a resident, automatic check to determine if unit is vacant.		
161	Tracks lease terminations – court dates and court numbers. Provides summary reports to take to court.		
162	Able to update the utility allowances in the unit records without affecting the resident's rent calculation.		
163	The ability to stop an applicant from being sent to a unit unless all information is on file (i.e.: Social Cards, Birth Certificates, and current income verification for all family members).		
164	Tracks tenant movement within units and programs		
165	Ability to enter promo/free rent in tenant accounts		
166	Ability for multiple employees to run aging reports at the same time		
167	Ability to search by unit		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

168	Ability to track credit adjustments on tenant accounts		
169	Report showing rent or HAP amount changes		
170	Ability to adjust Public Housing rent amounts if the software calculates different from PIC		
171	Ability to deactivate automatic rent pro- ration at move-in and move-out		
172	Ability to track elderly and disabled households separately		
	INSPECTIONS		
173	Comprehensive HQS inspection system Ability to schedule various types of inspections for Section 8		
174	Inspection system interfaces with Section 8 units to reduce data entry		
175	Inspection system notification letters for tenant and landlord (or agent)		
176	Interface of HQS inspection subsystem with mobile phone/tablet		
177	Ability to reschedule and re-notify tenant / landlord for cancelled / no show inspections		
178	Ability to track and update results of HQS inspections and owner repair.		
179	Integrates with work order system to generate work orders, if needed.		
180	Ability to track HQS failures by landlord		
181	Ability to hold landlord payments pending unit repair.		
182	Ability to track inspection history by inspector, unit, inspection type and inspection result		
183	Ability to track days to re-inspection for units which failed initial inspection		
184	Ability to flag clients who have not had HQS inspection within user defined timeframe and produce report		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

185	Ability to flag clients who have not had income reexamination within user defined timeframe and produce report		
186	Ability to track clients who with missed/rescheduled appointments reason		
187	Maintain historical data on unit inspection, to include initial date and status and unit pass date		
188	Ability to link inspection photo's electronically to inspection screen		
189	Follows the complete UPCS inspection protocol.		
	PUBLIC HOUSING AND HOUSING CHOICE VOUCHER		
190	Reports can be maintained on PIC		
191	Submissions that help to maintain 95% or higher on all submissions rates.		
192	Month-end processing can be performed while users are logged in the system		
193	Ability to issue HAP payment any time before, after, or on the 1st of the month		
194	Automated Briefing Packages (Public Housing Lease Up Package) - A complete briefing package is created to include Voucher, Request for Tenancy and HA specific documents.		
195	Automatically calculates Earned Income Disallowance		
196	Ability to create a landlord portal to submit documentation or photos		
197	If Yes, can Landlords:		
	a. View check history with detailed information		
	b. Re-print 1099s		
	c. View property information for their units		
	d. View contract information (HAP, TTP, URP, etc) for each unit		
	e. View upcoming inspection schedules		
	f. View detailed results of property inspections, including deficiencies		
	g. Communicate with inspectors		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

	h. Download various forms as defined by the housing authority		
198	Ability to identify landlords that are no longer eligible due to non-compliance		
199	Portability, including Port-ins and Port-outs, and the ability to automatically generate HUD Form 52665		
200	Electronic memorandums that document, date, and time stamp user notes and "off-line" activities.		
201	Family language indicator		
202	Letters that are to be used by all staff that have been approved by the forms/letter committee to have the capability to add or change information on the letter (Merge).		
203	Historical data for units that have been on the program (Tenant/Landlord History)		
204	Capability to key monthly recurring adjustments with an area to key information in as to why these adjustments are recurring		
205	Reports to back up any and all payments and deductions		
206	Alert staff member when they have keyed a previous change in for a tenant as well as alert them if an adjustment is in the system to be paid from that previous change.		
207	Capability to invoice a Landlord that owes money to the housing authority		
208	Inspection dates must up- date any pending 50058		
209	Data validation prior to PIC submission to prevent PIC errors to the greatest extent possible.		
210	Automatically up-date ages of all household members when keying based on effective date of 50058		
211	Flag any incomplete fields required by HUD systems and block further processing until complete with valid entries		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

212	Retroactive rent and utility payments: Generate calculations automatically based on updated information.		
213	Utilization: Real time reporting of end of month and first-of-month utilization for VMS reporting as required by HUD, including "drill down" feature to reconcile numbers		
214	SEMAP Requirements for Annuals and HQS: "Hot list" of annual re-exams 120 days prior to annual re-exam date, with a count-down of days remaining until the re-exam date for those not keyed/completed		
215	SEMAP Requirements for Annuals and HQS: "Hot list" of HQS inspections due, i.e. 240 days after the last annual inspection date, with a count-down to the deadline for completion.		
216	Correct accounting/invoicing adjustments for landlords: Flag landlords (EIN) no longer participating in the program with balances due to automatically deduct any balances when a new unit is put under contract. Include automatic generation of a letter/invoice to the landlord explaining the deduction. (Across all programs – i.e. if a landlord owes us for an HCV but we owe them for SPC – it should deduct the amount owed from the SPC amount.)		
217	Generate monthly landlord payments		
218	HAP charged to correct month for reporting		
219	Mid Month HAP tracking and reporting		
220	Capable of producing VMS data for HUD reporting		
221	Voucher count for end of month along with the 1st of the month		
222	Capability to maintain a master list of rental units including all information to perform HCV rent reasonableness test and provide sortable rental listings reports to applicants and participants		
223	Ability to pay HAP multiple times per month		
224	Report for statistics of ending of participation in program and move-out, including reason for action etc.		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

225	FSS specific reporting fields for calculating and tracking escrow, goal assessment; enrollment progress and exit forms (Contract Participation (HUD 52560)); referral information, Logic Model reporting		
	RECERTIFICATIONS FOR PUBLIC HOUSING AND SECTION 8		
226	Maintain individual records which contain complete income, assets, expenses and references to include:		
	a. Personal, bank and credit		
	b. Track community service		
	c. Automatically calculates Earned Income Disallowances		
	d. FSS contracts, forms, escrow calculations, tracking and maintenance		
227	Tracking of minimum rent and zero income households		
228	History of past 50058's and history of unit, listing past residents even if they have moved out.		
229	Capability to integrate with the Tenant Accounting module		
230	Ability to put certifications on hold, start/complete another certification for the same tenant, and resume the original certification.		
231	Tracks needed signatures on lease riders, for all adult members in the unit.		
232	Supervisors can track the progress of recertifications		
233	Reasonable Accommodations tracking of extra bedrooms		
	a. Tracking/Flagging all participants granted reasonable accommodations like extra bedrooms in the inspection paperwork to verify client is utilizing room for intended purpose.		
234	Per user calendar or pop-up notifications for upcoming and/or missed: recertifications, paperwork due dates, and appointments		
	WAITING LIST		
235	Need to verify Social Security Numbers for both accuracy in the PIC system and also that the applicant is not a resident in any other of our subsidy programs. Needs to be able to check for duplicate subsidy in other Housing Authorities or programs		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

236	Estimate rent calculations using the income, assets, expenses and deductions.		
237	Ability for applicants to apply online via website and have application information flow into Wait List program.		
238	Ability for applicants to check the status of the Wait List		
239	Ability to pull vacant unit information daily. To identify and schedule them quickly with the developments is critical to our lease up time		
240	Capability to identify clients that need accessible housing and units that meet these needs		
241	Capability to have multiple waiting lists and corresponding multiple applications w/preference points ranking, income targeting categories		
242	Application data transfers to Move In data.		
243	Ability to track information on Limited English Proficiency to identify applicants and participants that require an interpreter		
244	Report for statistics of denied applicants, including reason for denial.		
WORK ORDER			
245	User-defined fields – How many per module		
246	What is total capacity of user-defined and minimum task code capability – minimum 4-digit field		
247	User-defined work descriptions on a pull- down menu		
248	Pull Work Orders for PHAS Reporting		
249	Unlimited lines and character spacing in the work order description area		
250	Available space for side notes that do not appear on the printed work order		
251	Generate work orders by unit #, address, AMP/site or tenant name		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

252	Generate multiple work orders for one address by selecting the address only once only" capability)		
253	Have multiple work items and multiple employees appear on a single work order		
254	Designate "Pet In Unit" once for an address and have the designation default on subsequent work orders for the same		
255	Copy and paste a work description from one work order to another		
256	Ability to notify someone of a Skilled Trades work order issued for their area by someone in another area (FYI with "Read		
257	Ability to repeat standard labor information for the same employee when entering several labor entries on one work order (e.g. employee #)		
258	Inventory and labor together on the work order for cost per work order		
259	Track the date, time and function performed by users of a specified work order		
260	Track data to determine PHAS percentages by AMP or multiple selection criteria and produce a worksheet containing a breakdown of same		
261	Flag or color-code emergency work orders not abated within 24 hours		
262	Flag non-emergency work orders not completed within 3 days.		
263	Ability to schedule monthly, weekly and daily planned periodic maintenance		
264	Option to specify a start time to appear on all preventive/periodic work orders		
	OPEN MARKET RATE UNITS		
265	Capability to track Open Market Rate tenants similar to Public Housing		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

266	Capability to the transfer of clients between programs		
267	Capability to maintain clients in multiple programs (a voucher holder in an Open Market unit).		
268	Capability to maintain and print Lease Up packets for different programs		
269	Capability to track financial accounting separate from others		
270	Capability to generate an "Executive Summary" of current status of Open Market Rate Lease Ups, Vacant units, Work Orders, and Damage Claims.		
PAYROLL			
271	Capability to add a payroll module at a later time		
272	Identify challenges if added at a later time		
CONSTRUCTION MANGEMENT			
273	Ability to link Construction Documents on line (original contract, drawings, etc.)		
274	Ability to track costs by project		
275	Ability to track purchase orders by project		
276	Ability to track costs by budget line item		
277	Ability to track subcontractor's and subcontract costs/budgets		
278	Ability to track payments made on a contract to General or Subcontractor		
279	Ability to automatically calculate retention withheld and to reduce percentage of retention withheld on Periodic Estimate payments to contractors. System allows for an automatic "pay retention" function to cut a check once contract is successfully completed, for multiple progress payment retention with-held.		
280	Ability to modify Job Cost Codes for construction costs		
281	Ability to track the number, amount and description of each change order in a contract. System can track multiple change orders		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

282	Ability to track construction schedule and the % of contract expended		
283	Ability to enter multiple simultaneous project budget amounts		
284	Ability to add user defined fields		
285	Ability to set up new jobs based upon previous jobs completed in the system		
286	Interface with purchase order, accounts payable and general ledger systems		
287	Ability to user define which General Ledger Account is linked with each specific Job Cost Code, and updates General Ledger real time.		
288	Includes a "draw" process for job funding which includes the ability to produce the AIA G702 and G703		
289	Construction budget revisions are secured by users and provide for an audit trail of who and date/time completed the revision.		
290	Ability to track daily reports		
291	Ability to download into Excel spreadsheet format		
292	Ability to download into Access database format		
293	Reports to track contracts, their payments and retention amounts		
294	Reporting to track construction schedules		
	RESIDENT AND COMMUNITY SERVICES		
295	Ability to track all residents annual income and income type for history of clients		
296	Ability to track education, vocational training and certificate programs client has received		
297	Ability to track languages spoken by resident and in a translator is needed for communications purposes		

ATTACHMENT A SOFTWARE FUNCTIONS QUESTIONS

298	Ability to track employment history for each family member, including all section 3 hires		
299	Ability to track services needed for clients and all family members services by service category		
	REHABILITATION LOANS		
300	Capability to track each project by scope of work, cost per each work item and total cost		
301	Capability to track project by loan terms including loan term, amount, payments, interest rate, and various dates		
302	Capability to calculate loan payoff		
303	Capability to track timing of construction for each project and project work item		
304	Capability to track date of recording against property		
305	Capability to retain copy of project documents and photos and email internally and externally		
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ATTACHMENT B: DATA CONVERSION

The following section is intended to provide a better understanding to the evaluation panel of the proposed data conversion. For each item in the list, please indicate "yes" this item is included with the data conversion or "no" it is not.

ITEM #	DESCRIPTION	YES/NO
1	Active and Inactive Landlords	
2	Active Waiting List(s)	
3	Bank Accounts	
4	Check Formats	
5	Check Registers	
6	General Ledger (24 months of detailed transactions minimum)	
7	General Ledger Chart of Accounts for each fund	
8	Inactive Applicants (24 months of history minimum)	
9	Inspection History (24 months of history minimum)	
10	A/P Invoice History (24 months of detailed transactions minimum)	
11	Payroll Information is not required to be transferred	
13	Recurring A/P Invoices	
14	Tenant utility information for UAP	
15	Active and inactive voucher holders (24 months)	
16	Active and inactive tenants (24 months)	
17	Active units of section 8 vouchers	
18	Section 8 Properties	
19	Public Housing Properties	
20	Tenant Receivables	
21	Tenant Deposits and accrued interest	
22	Tenant Contracts	
23	Tenant Dependents	

ATTACHMENT B: DATA CONVERSION

25	Tenant Expenses	
26	Tenant FSS Information	
27	Tenant Income	
28	Tenant Notes in current system (24 months of history minimum)	
29	Tenant References	
30	Units / Buildings/ Entrances	
31	Vendor Information	
32	Waiting List Preferences & Weights	

ATTACHMENT C: SUMMARY PROPOSAL COSTS

Excel Spreadsheet can be emailed upon request
bdacy@co.ottertail.mn.us

ATTACHMENT C: SUMMARY OF PROPOSAL COSTS

5.9.2 Software Costs	2021	2022	2023	2024	2025
Identify annual software costs for the financial module and housing management module specific to the Section 8 Housing Choice Voucher and Public Housing program, if priced separately, for 2021, and from 2022 to 2025. Specify the annual support, maintenance, or other costs associated with the financial module, Section 8 Housing Choice Voucher and Public Housing program.					
5.9.3 License Fees					
License fees include license fees for system software, license fees for system operating system, database, development tools, third party license fees, software license fee (by module or function), terminal emulation license fees, etc.					
5.9.4 Conversion Costs					
Minimum of two-years for data to be converted to the new proposed database for the Section 8 Housing Choice Voucher Program and Public Housing program. At this time, we do not have Housing staff on board to assist with this process.					
5.9.5 Training Costs					
Responding vendors should base training costs on the information in Section 4.1.5. Provide necessary detail to explain total costs.					
5.9.6 Implementation Costs					

ATTACHMENT C: SUMMARY OF PROPOSAL COSTS

<p>Include costs for services provided in the responses that are not detailed above such as project management and/or consulting costs. If applicable , provide a list of per diem rates for ancillary services such as analysts, project managers, and implementation specialists.</p>					
<p>5.9.7 Optional Costs</p>					
<p>List pricing of additional modules not currently needed in Section 4.1.1 and 4.1.2, (Project Based Section 8 Vouchers, Family Self Sufficiency, Open Market Rental, Rehabilitation Loan Program, or other undefined rental assistance programs), plus any optional products that your company can provide</p>					
<p>TOTAL</p>					

**ATTACHMENT D
PROPOSED CONTRACT**

**Contract Between
The Otter Tail County Housing and Redevelopment Authority
And
[The Contractor]**

INTRODUCTION

This contract by and between the Otter Tail County Housing and Redevelopment Authority (hereinafter "HRA"), and _____, (hereinafter "the Contractor") is hereby entered into this ____ day of _____, 2021.

Services pursuant to this contract shall begin on the ____ day of _____, 2021, and shall end on the ____ day of _____, 20__, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions:

- 1.1 The Otter Tail County Housing and Redevelopment Authority (HRA): Any reference herein or within any Appendix to the "Housing Authority" shall be interpreted to mean the same as the HRA.
- 1.2 Contracting Officer and Executive Director (ED): The HRA Executive Director.
- 1.3 Request for Proposals (RFP): A competitive solicitation process conducted by the HRA wherein award was completed to the top-rated responsive and responsible responding vendor.

2.0 Services and Payment:

- 2.1 Scope of Services: The services provided pursuant to this contract generally consist of those services for the HRA as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the HRA at the designated HRA community and facilities. In addition, the HRA shall retain the right to implement and/or enforce any item issued as a part of RFP Agency Software procurement documents.
- 2.2 Provisions of any and all Work (Task Orders): The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Change Order Form fully executed by the parties named herein.
- 2.3 Cost/Value of Services:
 - 2.3.1 Contract Value: The current total Not-To-Exceed (NTE) value of this contract is:

\$____.____

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

- 2.4 Renewal Options: This contract is initially executed for services for the period of 1 year with the option, at the HRA's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.
- 2.5 Performance: The Contractor will complete each assigned task as detailed within the Scope of Work/Specifications herein attached.
- 2.6 Billing Method:
 - 2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to: Barbara Dacy, Executive Director, Otter Tail County HRA, 500 W. Fir Avenue, Fergus Falls, MN 56537
 - 2.6.2 At a minimum, the invoice shall detail the following information:
 - 2.6.2.1 Unique invoice number;
 - 2.6.2.2 Contractor's name, address and telephone number;
 - 2.6.2.3 Date of invoice and/or billing period;
 - 2.6.2.4 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report); and
 - 2.6.2.5 Total dollar amount being billed.
 - 2.6.3 The HRA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.
- 3.0 HRA's Obligations: Pursuant to this contract, the HRA agrees to provide the specific services detailed herein.
- 4.0 Contractor's Obligations: Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:
 - 4.1 Supervision and Oversight: The Contractor shall be solely responsible for providing

supervision and oversight to all of the Contractor's personnel that are assigned to the HRA properties pursuant to this contract.

- 4.2 Qualified Personnel: The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
- 4.3 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 4.4 Insurance Requirements:
 - 4.4.1 The complete indemnity requirements are detailed within Section 8.5 herein.
 - 4.4.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:
 - 4.4.2.1 Policy of General Liability Insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HRA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
 - 4.4.2.2 Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000 with a deductible of not greater than \$1,000;
 - 4.4.2.3 The Contractor shall provide to the HRA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HRA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
 - 4.4.2.4 Insurance certificate(s)/endorsement(s) shall be delivered to the Executive Director representing the HA:
- 4.5 Licensing: If applicable, the Contractor shall also provide to the HRA a copy of the required [NAME OF APPLICABLE JURISDICTION] Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 Financial Viability and Regulatory Compliance:

- 4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.
- 4.6.2 The Contractor agrees to promptly disclose to the HRA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HRA in writing within 5 days of such notification received will constitute a material breach of this contract.
- 4.6.3 The Contractor further agrees to promptly disclose to the HRA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.
- 4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HRA within the time periods required herein.

5.0 Modification: This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

6.0 Severability: The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws:

- 7.1 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 7.2 Jurisdiction of Law: The laws of the State of Minnesota shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Stearns County, Minnesota is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs

incurred by such prevailing party. This contract may be signed in counterparts.

8.0 Notices, Invoices, and Reports:

8.1 All notices or reports submitted to the HRA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HA:

Barbara Dacy, Executive
Director
500 W. Fir Avenue
Fergus Falls, Minnesota 56537

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

9.0 Disputed Billings (Charges):

9.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Appendix Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts*, in the event that the HRA disputes any portion of its billing(s), the HRA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The HRA's representative shall, within 10 days after the HRA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HRA shall, within 10 days thereafter, either:

9.1.3.1 pay the disputed charges and reserve the right to submit the matter to the appropriate district court in the State of Minnesota or arbitration;

9.1.3.2 not pay the disputed charge and submit the matter to the appropriate district court in the State of Minnesota or

arbitration;

9.1.3.3 not pay the disputed charge and allow the Contractor to submit the matter to the appropriate district court in the State of Minnesota.

9.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HRA shall pay the HRA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:

9.1.4.1 clear the amount which is ordered from the HRA account; or

9.1.4.2 repay to the HRA the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

10.0 24 CFR 85.36(i), *Procurement*: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HRA and the Contractor each agree to comply with the following provisions:

10.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HRA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HRA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HRA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HRA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HRA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

10.1.1 If the contractor is in material breach of the contract, the HRA may promptly invoke the termination clause detailed within Section No. 3 of 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and

shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

10.1.2 Prior to termination, the HRA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HRA shall maintain in the contract file a written record of any such warning detailing all

pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HRA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HRA's alleged incorrect action(s).

- 10.1.3 After termination, if the contractor does not agree with the HRA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HRA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HRA's alleged incorrect action(s).
- 10.1.4 The response to any protest received shall be conducted in accordance with the Housing Authority's Procurement Policy and General Conditions form HUD-5370-C #2 "Changes".
- 10.2 Termination For Cause and Convenience: As detailed within Clause No. 3 of Attachment Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts*, attached hereto.
- 10.3 Executive Order 11246: For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 10.4 Copeland "Anti-Kickback" Act: For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 10.5 Davis-Bacon-Act: For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 10.7 Reporting: Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

- 10.8 Patent Rights: Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 10.9 Copy Rights/Rights in Data: In addition to the requirements contained within Clause No. 5 of Attachment *General Conditions for Non-Construction Contracts*, the HRA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 10.9.1 Except as provided elsewhere in this clause, the HRA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 10.9.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 10.9.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HRA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HRA.
- 10.9.4 The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HRA a license of the same scope as identified in the preceding paragraph.
- 10.9.5 The HRA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HRA may either return the data to the contractor, or cancel or ignore the markings.
- 10.9.6 The contractor is responsible for obtaining from its subcontractors all

data and rights necessary to fulfill the contractor's obligations under this contract.

- 10.9.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HRA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 10.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HRA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HRA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.
- 10.10 Access to Records: In addition to form HUD-5370-C General Conditions Section 4, the contractor hereby guarantees access by the HRA, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 10.11 Record Retention: Both parties hereby guarantee retention of all required records for three years after the HRA makes final payments and all other pending matters are closed.
- 10.12 Clean Air Act: For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 10.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

11.0 Additional Considerations:

11.1 Non-Escalation: Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

11.2 Funding Restrictions and Order Quantities: The HRA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:

11.2.1 funding is not available;

11.2.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

11.2.3 the HRA's requirements in good faith change after award of the contract.

11.3 Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the HRA or the responding vendor at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.

11.4 Taxes: All persons doing business with the HRA are hereby made aware that the HRA is exempt from paying the .5% local sales tax for St. Cloud, MN.

11.5 Government Standards: It is the responsibility of the responding vendor to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA) and environmental control (EPA and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

11.6 Freight on Bill and Delivery: All costs submitted by the responding vendor shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the RFP documents or within the contract.

11.6.1 The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HRA may, at its

option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

11.7 Backorders:

- 11.7.1 The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.
- 11.7.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HA, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the HRA to do so.
- 11.8 Work on HRA Property: If the Contractor's work under the contract involves operations by the Contractor on HRA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work.
- 11.9 Official, Agent and Employees of the HRA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HRA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.10 Subcontractors: Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.
- 11.11 Salaries and Expenses Relating to the Contractors Employees: Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.12 Attorney's Fees: In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.13 Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

- 11.14 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.15 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.16 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.17 Limitation of Liability: In no event shall the HRA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 11.18 Indemnification:
- 11.18.1 The Contractor shall indemnify, defend, and hold the HRA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the any other law, ordinance, or decree; or (4) ensure that any subcontractors abide by the terms of this provision and this contract.
- 11.18.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HRA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HRA. If the Contractor shall fail to do so, the HRA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 11.18.3 Any money due to the Contractor under and by virtue of this contract, which the HRA believes must be withheld from the Contractor to protect the HA, may be retained by the HRA so long as it is reasonably necessary to ensure the HRA's protection; or in case no money is due,

its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HRA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HRA from any potential claims.

- 11.18.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.
- 11.19 Lobbying Certification: By execution of this contract with the HRA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:
 - 11.19.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 11.19.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
 - 11.19.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 11.20 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:
 - 11.20.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
 - 11.20.2 Public law-352, Title VI of the Civil Rights Act of 1964, which provides that

no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HRA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

- 11.20.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage

services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HRA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

- 11.20.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

- 11.20.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

- 11.20.6 That the funds that are provided by the HRA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

- 11.20.7 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

- 11.20.8 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

- 12.0 Section 3 Clause: As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.
- 12.1 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.
- 12.2 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.
- 12.3 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 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.

12.7 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 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12.8 Reserved.

13.0 Appendices:

13.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

13.1.1 Form HUD-5370-C (10/2006), *General Condition for Non-Construction Contracts*;

13.1.2 Specific documentation pertaining to Section 3 that pertains to this contract.

13.1.3 Contractors proposal dated _____
Including any and all addendums associated with the proposal as negotiated between the parties.

13.1.4 The proposed fee(s) submitted by this contractor in response to the RFP, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract;

13.1.5 Included by reference is any document or clause issued as a part of RFP that the HRA may choose to include at any time during the performance of this contract or any options exercised thereto by the HRA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HRA upon written request for such from the contractor.

13.2 Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each

appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

14.0 CERTIFICATIONS: The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By: _____ Date: _____
[Name], [Title]

The Otter Tail County Housing and Redevelopment Authority

By: _____ Date: _____
[Name], [Title]

ATTACHMENT E

CERTIFICATE OF COMPLETION

Regarding the Project titled _____, between the Otter Tail County Housing and Redevelopment Authority (Owner) and _____(Contractor).

THIS IS TO CERTIFY:

1. That all work covered by this contract has been completed in full, and in conformance to all governing codes and federal regulations;
2. That all changes permitted or required to be made, except minor modification and field adjustments, have been authorized by written and duly approved Change Orders, and all stop orders have been confirmed and listed in writing;
3. That all Proceed Orders have been supported by approved Change Orders equitably adjusting the contract price and/or time when adjustment is indicate;
4. That Change Order No. ___ constitutes the Final amendment to the contract and that the Change Order(s) issued in connection with the contract is (are) listed on the attached schedule;
5. That all certificates, bonds, guarantees, warranties, insurances, and tests required under the contract have been furnished or performed;
6. That the Contractor releases the Owner in full from further claims under this contract, and certifies payment to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds from the final payment received;
7. That all laborers and mechanics have been paid not less than the minimum wage rats as established in said contract, and that there have been no claims made for infringement of any patent;
8. That no claims of any nature by any laborer, mechanic, subcontractor, material, dealer, or vendor are outstanding against the Owner; and

9. That: Date of completion fixed in contract _____
- Date of completion extended _____
- Actual completion date of contract work _____
- Original contract price _____
- Authorized additions _____
- Subtotal _____
- Authorized deductions excluding liquidated damages _____

Adjusted Contract Price _____

LESS: Total payments to contractor _____ Total
amount of liquidated damages assessed _____
BALANCE _____

1. That invoice for "Final Payment" in the amount of: _____
_____ (\$ _____) is due and payable.

After carefully reading the above, I _____ the _____
_____ OF/FOR _____
(Company/Corporation)

Hereby certify that the ten previous statements are true and accurate, and upon receipt of payment due, release the HRA of all claims on this project.

(Print)

(Signature)

(Date)

THIS IS TO CERTIFY that all work and materials incorporated in the project attested to above have been inspected by authorized representatives or appointed agents of the Otter Tail County HRA (Owner) and Owner further certifies the Contractor has complied with requirements of the specifications and drawings, with the following exceptions if any:

APPROVE AS TO FORM AND CONTENT BY: _

TITLE: _____
Otter Tail County Housing and Redevelopment Authority

DATE: _____

ATTACHMENT F

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING

Page 1

Name of Business: _____

Address of Business: _____

Type of Business:

Corporation

Partnership

Sole Proprietorship

Joint Venture

Project Information

Project Name: _____

Project Address: _____

Section 3 Business Concern determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)? Please reference the attached FY 2020 Income Limits as determined by HUD's Fair Market Rent (FMR)

YES

NO

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income (AMI)? Please reference the attached FY 2020 Income Limits as determined by HUD's Fair Market Rent (FMR)

YES

NO

3. Will you sub-contract more than 25% of this contract with any business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents? Please reference the attached FY 2020 Income Limits as determined by HUD's Fair Market Rent FMR)

YES

NO

If any of the questions above are marked "yes", the business qualifies as a Section 3 business. I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____

Date: _____

Print Name: _____

SECTION 3 INCOME LIMITS

Page 2

All residents of public housing developments of the Otter Tail County Housing and Redevelopment Authority qualify as Section 3 residents. Additionally, individuals residing within the jurisdiction of the Otter Tail County Housing and Redevelopment Authority and who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household	Low Income
1 individual	\$ 40,700
2 individuals	\$ 46,500
3 individuals	\$ 52,300
4 individuals	\$ 58,100
5 individuals	\$ 62,750
6 individuals	\$ 67,400
7 individuals	\$ 72,050
8 individuals	\$ 76,700

ATTACHMENTS G, H, AND I

1. Attachment G: HUD-5369-C, "Certifications and Representations of Offerors"
2. Attachment H: HUD-5370-C, "General Conditions"
3. Attachment I: HUD-5369-B, "Instructions to Offerors"

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 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 convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

- (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 pursuant to law as a condition for 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.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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 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) 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
- (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

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans 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:

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]