REQUEST FOR PROPOSALS # 21-003

HOUSING MANAGEMENT AND ACCOUNTING SOFTWARE

March 5, 2021

Shannon Judd, CEO

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REQUEST FOR PROPOSALS (RFP) - SHA # 21-003

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I. INTRODUCTION:

The SHA is requesting proposals from qualified and experienced firms who have a demonstrated track record with housing and accounting management software in accordance with the applicable rules, laws and regulations. SHA currently administers subsidy to multiple residential housing units under various components of the Housing Assistance Programs, including the Public Housing and Housing Choice Voucher (HCV) Programs. The SHA also converted three of its eight public housing developments via the Rental Assistance Demonstration (RAD) Program. Thereby, using low-income housing tax credits, bonds, capitals funds, etc. to renovate the communities.

RAD, Low-Income Housing Tax Credit and Bond Developments
-50 elderly/disabled RAD housing units with Project Based Vouchers and Low-Income Housing Tax Credits and Bonds
-126 multi-family RAD housing units with Project Based Vouchers and Low-Income Housing Tax Credits and Bonds

Public Housing Program
-267 units (5 housing communities)

Housing Choice Voucher Program
-741 Vouchers Authorized
-15 VASH Vouchers Authorized

Planned Future Development
-5 Project Based Voucher Housing Units

Other Grants
-Capital Fund Program (CFP)
-Resident Opportunities for Self-Sufficiency (ROSS) Grant

Non-Profit and Affiliated Entities
Central Carolina Strategic Developers, Inc.
Matthews Garden Gilmore, LLC
Matthews, LLC
Garden Gilmore, LLC

SHA was incorporated September 8, 1961 and is governed by a seven-member Board of Commissioners. The Chief Executive Officer and Contracting Officer is Shannon Judd. The Housing Authority has a workforce of 27 full-time employees.

The Housing Authority is currently seeking a qualified vendor to provide an enterprise-wide software application system that will enable management to

effectively and efficiently run all aspects of housing management. The new application system must clearly demonstrate the ability to conform to all requirements of project-based accounting, budgeting, and management, to all requirements of the Housing and Urban Development (HUD), and to Generally Accepted Accounting Principles (GAAP).

II. PURPOSE OF RFP:

The purpose of this RFP is to solicit qualified proposals so that the Housing Authority may select the applications software which best meets the needs and requirements of the HA. It is desired that the RFP process will ensure cost competitiveness among respondents. The HA urges all interested firms to carefully review the requirements of the RFP. Written proposals containing the requested information will serve as the primary basis for initial selection. The final selection will be based on the evaluation criteria as outlined in **Section V** of this RFP.

III. RFP Terms and Conditions

All proposals shall remain valid for a period of one hundred and twenty (120) 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 Housing Authority reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and/or to modify or cancel this solicitation. Proposals which 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 Housing Authority 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.

Proposers are requested and advised to be as complete as possible in their response. The Housing Authority reserves the right to 1) contact any proposer to clarify any response; 2) contact any current users of the proposer's 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.

IV. SCOPE OF WORK

A. General:

Software selected will manage the following functions of the Agency. Specific requirements are listed in Attachment C and Attachment D of the RFP.

1. **Financial Applications:**
   - General Ledger
   - Budgeting
   - Accounts Payable
   - Tenant Billing
   - Purchasing & Requisitioning
   - Financial Reports
   - Accounts Receivable
   - Fixed Assets
   - Inventory
   - Capital Fund Management
   - Grant Management
   - Payroll

2. **Housing Applications:**
   - Applicant Waiting List
   - Unit Management
   - Low Income Public Housing Tenant Management
   - Section 8 Housing Choice Voucher Tenant Management
   - Section 8 Project Based Voucher Tenant Management
   - Low Income Housing Tax Credit Tenant Management
   - Work Order system
   - Inventory Tracking System
   - Creation & Submission of 50058/50059 form
   - Rent Calculation
   - SEMAP, PHAS Reporting
   - UPCS Inspections
   - HQS Inspections
   - Resident Services
   - Family Self-Sufficiency

3. **Other Desired Features:**
   - Capabilities for integration with online banking applications, and facilitate direct deposit of housing assistance payments (HAP) and vendor payments.
   - Integrated Document Imaging system
   - Online housing application for applicants
   - Online Landlord access to account information
   - Online Employee access to payroll information
   - Online Work Order Submission
   - Mobile Work Order System
   - Tenant data across multiple modules (ex. Same tenant in HCV and LIHTC)
   - Software capabilities similar to Microsoft functions (ex. VOID or UNDO)
   - Integration capabilities with an inspections system
   - Capability of email blast to tenants

- Extensive reporting templates

4. **Data Conversion** – Project Management to include data conversion from existing system, installation, successful implementation and testing of the software and hardware the HA computer network. The Authority suggests that firm provide recommendations as it relates to Data Conversion process. SHA currently uses Scott Accounting and Computer Software (SACS) and data conversion is required from this system.

5. **Training** – Training of the HA staff to include End-user, Intermediate and Technical level training sufficient for the HA to operate independently.

6. **Technical Support** – 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 HA 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 support, proposals must specify all conditions (Incl. Availability times and escalation processes) for its use by both end-user and technical staff.

   For pricing purposes, Respondents should assume a total of 27 users.

B. 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 install and support the proposed system. The Respondent will thoroughly document its experience in the Public Housing, Section 8, RAD and LIHTC markets, the qualifications of staff who will be assigned to this project, and its financial resources. Respondent to provide details of organizational structure to include number of support technicians, hours of operation and after-hours support availability.

C. System Installation and Support:

The Respondent shall be responsible for installation and testing of the system to the point of independent operation by the HA personnel. In addition, the Respondent, as part of the proposal, shall provide support services necessary to ensure successful operation of the system including, but not limited to, the following:

- Acceptance testing after installation

- Maintenance support for bug fixes, enhancements and tax and regulatory compliance updates

- End User, Intermediate User and technical staff training

The Respondent must also have the demonstrated ability to support the system after installation is completed and accepted by the HA. The support must take the form of on-going programming and management support to accommodate regulatory changes and for immediate resolution of user problems. Furthermore, the on-going programming support must have the capability of using Internet and dial up communications for on-line problem solving and analysis.

The Respondent shall provide detailed implementation/conversion timeline, detailing items needed from the agency to ensure smooth transition. Please provide examples of conversion checklists.

D. Hardware and Communications Environment

Presently there are thirty-five (35) workstations running on Windows 10. These workstations include laptops for remote work. There are three (3) workstations running on Windows 7.

There are three (3) servers. Two are running Windows 2016 and one is running Windows 2012. The two servers running Windows 2016 are Intel(R) Xeon(R) Silver 4215 CPU @ 2.50GHz, Model 85 Stepping 7. The Windows 2012 server is Intel(R) Xeon(R) CPU E5-2623 v3 @ 3.00GHz, Model 63 Stepping 2.

The backup is a Datto Siris SP3000. It is a ShadowProtect-based backup that virtualizes the entire protected server.

There are seven remote sites, not including the central office location.

There are approximately 3 network printers and at least 21 various desktop printers.

If the proposed software modules will not operate on the Housing Authority's current or proposed network environment, vendors responding to this RFP must include specifications for a computer hardware platform for the application software. The specifications should include minimum, recommended and optimal specifications for the application software to operate within the Housing Authority's infrastructure. In addition, the successful bidder will be required to coordinate any hardware upgrades with the Housing Authority, if desired by Housing Authority.

Vendors whose response includes hardware upgrades will be responsible for coordinating the proposed upgrades with Housing Authority. This includes any support for installation and testing of the hardware and system(s)/component(s) to the point of independent operation. Vendors will provide support services necessary to ensure successful conversion and operation of the system. Vendors whose response requires hardware upgrades must have demonstrated the ability to provide support of the system after installation is completed and accepted.

E. RFP SCHEDULE:

EVENT	DATE
RFP Issue Date	March 5, 2021
Last Date for Inquiries	March 16, 2021
Final Addendum to RFP	March 19, 2021
Software Demos	March 24,, 2021
Vendor Proposals Due	April 2, 2021
Contract Award Date	Project to be no later than May, 2021

F. Submission Deadline and Delivery Address:

All bid proposals shall be received until 4:00 p.m., April 2, 2021, EDST by the SHA. In response to the current COVID-19 pandemic, responses should be submitted electronically. Please email all responses to bstephens@sha-nc.org. Please put "**RFP 21-003 Response**" in the subject line.

All proposals shall become the property of the Housing Authority and shall not be returned to the respondents. All costs incurred in the preparation and presentation of proposals shall be the responsibility of the respondent. No proposal may be withdrawn for a period of one hundred twenty (120) days after receipt without the consent of the Housing Authority.

G. Inquiries:

All inquiries must be submitted via email by 5:00 p.m. EDST on March 19, 2021. Vendor questions and answers to said questions will be posted at www.sha-nc.org, via an addendum to this RFP, by 5:00 p.m., EDST, on March 24, 2021. Direct all inquiries to Bridgette Stephens, Development Manager, bstephens@sha-nc.org.

V. EVALUATION CRITERIA

CRITERIA	POINTS AVAILABLE
Strength and Expertise of Vendor	
The software meets the function requirements listed in the RFP without requiring modification or future development and/or the vendor has the strength and experience to design and build the software. Proposal details prior RAD and LIHTC experience.	Up to 30
Cost	

Cost includes cost of software, installation, implementation, project management and training. The cost of ownership will be evaluated and considered.	Up to 10
Support Services and Service Level Agreement	
Support services included 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.	Up to 25
Implementation Methodology and Conversion Services	
Ability to deliver and install software within an acceptable timeframe.	Up to 15
Training Services	
Training services include training approach, education options and training with like or test system.	Up to 10
Software Demonstration	
Demonstration effectively showed product capabilities and addressed the agency's specific product concerned and desired features	Up to 10

VI. PROPOSAL GUIDELINES

Qualified vendors wishing to submit a written proposal must address the following items:

1. The intent of this RFP is to establish the minimum requirements and specifications for application software to be acquired by the Housing Authority. The information herein is intended to provide proposes with sufficient information to enable them to prepare an acceptable response to this RFP.

2. Housing Authority intends to maximize the utilization of its existing data communications network and network equipment.

3. Housing Authority recognizes that proposed application software solutions may necessitate new server hardware. The proposed minimum configuration for server(s) must be sufficient to operate the proposed software and include sufficient disk storage for a minimum of three (3) years from the 'go-live' date.

4. Each proposal must include a full description of all software modules, features and functionality.

5. Each proposal must include installation, training, project management, software and other one-time costs.

6. Each proposal must include all initial guarantees and warranties.

7. Each proposal must include all annual (reoccurring) costs such as software licenses fees, and software maintenance, product upgrade fees, etc.

VII. FORMAT OF PROPOSALS:

A. **Executive Summary** – Provide a brief non-technical overview of the Vendor's business including the range of products and services offered. Vendors should provide information reflecting how and why vendor's products and services meet HA's needs.

B. **Company Profile** – Provide a history of the business and resumes of key staff to be involved in system installation and support including the names and qualifications of all training personnel.

C. **Hardware Specifications** – Describe in detail each item of hardware proposed, the configuration proposed, operating characteristics and any recommended and/or optional hardware.

D. **Application Software Modules** - Describe the specific products and services to be provided by the Respondent, including warranty information covering all software being proposed.

E. **Implementation Plan** – Provide a detailed overview regarding the implementation of the proposed software system. Include information on system setup, training, data conversion, and installation schedule.

F. **Technical Support** – Provide a detailed overview of your ongoing support. Include relevant information regarding upgrades and releases.

G. **References** - Vendor is required to submit a minimum of three (3) Housing Authority references.

H. **Proposal Costs**

i. **Software Costs** - Software costs include but are not limited to the cost for each software module or capability to include annual maintenance fees.

ii. **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.

iii. **Training Costs** - Responding vendors should base training costs on providing end user training to all Housing Authority departmental members.

iv. **Other Costs** - Include costs for services provided in the responses that are not detailed above such as project management, travel costs, consulting fees. Provide a list of per diem rates for ancillary services such as analysts, project managers and implementation specialists.

I. **Attachments** –

i. Completed Attachment A – "Non-Collusive Affidavit" prepared on Respondent's company letterhead and Affidavit of Non-Default

ii. Completed Attachment B – Vendor Questions

iii. Completed Attachment C – Data Conversion Checklist Example

iv. Completed Attachment D – Specification Checklist

v. Attachment E - Contractor References

vi. Attachment F

1. HUD Form 5369-B Instructions to Offerors – Non-Construction (8/93)
2. HUD Form 5369-C Certifications and Representations of Offerors Non-Construction Contracts (8/93)
3. HUD Form 5370-C General Contract Conditions Non-Construction Section I, (10/2006)
4. Certification for a Drug-Free Workplace – HUD-50070 (3/98)
5. Certification of Payments to Influence Federal Transactions - HUD 50071 (3/98)
6. Certification Regarding Debarment and Suspension HUD 2992 (3/98)
7. Disclosure of Lobbying Activities, Standard Form LLL

Failure to provide any of the proposal criteria may be grounds for considering the respondent as non-responsive.

VIII. PERIOD OF PERFORMANCE:

The performance period of the contract for software services entered into as a result hereof shall be for a period of two (2) years commencing upon the Housing Authority's Notice-to-Proceed, with an option of three (3) additional one (1) year periods for a maximum total of five (5) years, based on satisfactory performance and mutual consent.

IX. EVALUATION OF RESPONSES

Award of any contract resulting from this solicitation shall be made in accordance with HUD and the Housing Authority procurement regulations. All responses received by the Housing Authority by the time and date specified in this RFP shall be evaluated by a Review Team.

The Housing Authority will select the proposals that are the most advantageous to the Housing Authority based on the evaluation criteria stated herein. The Housing Authority reserves the right to negotiate price and other factors with any or all acceptable proposals.

The Competitive Negotiation Process will be used to select the contract award, beginning with the highest ranked firms. The Housing Authority reserves the right to negotiate a contract with respondents who provide the greatest benefit to the Housing Authority, not necessarily the lowest fees.

The Housing Authority reserves the right to negotiate the final scope of services with all Respondents in the competitive range.

The Housing Authority reserves the right to waive any minor irregularities or technicalities in the proposals received.

The Housing Authority reserves the right to accept or reject any or all proposals, to waive informalities, and to award the contract to other than the low bidder should it be deemed in its best interest.

Confidential Information Procedures

Upon receipt at the Procurement Office and the conclusion of the Procurement process to include evaluation and contract award, your Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal will be reviewed by the Housing Authority's evaluation committee, as well as other Housing Authority staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the Housing Authority may reveal any trade secret materials contained in such response to all Housing Authority staff and Housing Authority officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the Housing Authority to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the Housing Authority and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

X. CONTRACTUAL REQUIREMENTS

Contracts issued as a result of this solicitation will incorporate the requirements of this solicitation along with the following standard contract clauses:

A. INSURANCE

Before work begins, selected respondent shall procure from a reputable insurance company authorized to do business in the State of North Carolina the following insurance policies which provide (at a minimum) the following coverages:

1. Comprehensive General Liability - Shall have minimum limits of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and a contractual liability endorsement.

2. Workers' Compensation - Coverage to apply to all employees for statutory limits in compliance with the applicable State and Federal laws. The policy must include employers' liability with a limit of $100,000 each accident, $100,000 bodily injury by disease each employee and $500,000 bodily injury by disease policy limit. Coverage is required regardless of any exemptions which might otherwise apply.

3. Business Auto Policy - Not required unless there is a specific relationship to the agreement. If required, the same limits under Comprehensive General Liability shall apply. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

4. Professional Errors and Omissions Liability - Coverage shall have minimum limits of $1,000,000 per claim and $3,000,000 aggregate.

5. Fidelity Bond with limits of $25,000 or more

The Housing Authority is to be included as an Additional Insured on the comprehensive general liability and, if applicable, on the business auto policy. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the entire term of any contract resulting from this solicitation. Renewal certificates shall be sent to the Housing Authority thirty (30) days prior to any expiration date, and the selected respondent's insurer shall give the Housing Authority thirty (30) days prior written notification in the event of cancellation or modification by either selected respondent or its insurer or upon renewal of any coverage required. Selected respondent shall furnish the Housing Authority with a Certificate(s) of Insurance evidencing the coverages required herein before work begins.

It shall be unacceptable for any Certificate of Insurance to contain language or wording to the effect that the insurer shall have no liability for failure to provide the prior notices required herein.

B. INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold the Housing Authority, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence of the contractor, its officers, employees, or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

C. TERMINATION FOR CAUSE

The Housing Authority may suspend or terminate this Agreement and all payments to be made hereunder, upon at least three (3) days prior written notice, for cause. Cause shall include, but not be limited to: (1) misappropriation of funds by Contractor or by any of its officers, employees, or agents; (2) failure by Contractor to comply with any term or condition of this Agreement; (3) falsification by any officer, employee or agent of Contractor of any document or information submitted by Contractor (past or present) in connection with the subject matter of this Agreement; (4) Contractor's bankruptcy, insolvency, assignment for the benefit of creditors, marshaling of assets, or other such events; or (5) occurrences reasonably justifying The Housing Authority's opinion, whether or not subsequently confirmed, that Contractor is or is about to become unable to meet its obligations under this Agreement.

In the event of suspension or termination of this Agreement, Contractor shall remit to the Housing Authority any unexpended balance of payments made to Contractor by the Housing Authority. The Housing Authority's acceptance of Contractor's remittance shall not constitute a waiver of any claim that the Housing Authority might have against Contractor.

D. TERMINATION FOR CONVENIENCE

The contract may be terminated by either party provided that a **thirty (30)** day written notice is given to the other party of the contract.

E. DEFAULT

Failure to satisfactorily perform the services required by the contract will be grounds for the Housing Authority to declare the Contractor in default.

F. *DISCLOSURE*

The selected respondent shall at all times guarantee access by the Housing Authority, HUD, Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the selected respondent which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts and transcriptions. The selected respondent shall be required to retain all pertinent records for a period not less than three (3) years after final payment has been made and all pending matters closed.

G. *SECTION 3 CLAUSE*

The work to be performed pursuant to this RFP is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

H. *EQUAL EMPLOYMENT OPPORTUNITY*

During the performance of any contract resulting from this solicitation, the selected respondent agrees as follows:

1. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
2. It 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, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

I. OPTIONS

1. The Housing Authority may extend the term of any contract resulting from this solicitation for a period not to exceed twelve (12) months by written notice to the selected respondent within ninety (90) days prior to the expiration date of the Contract; provided, that the Housing Authority shall give the selected respondent a preliminary written notice of its intent to extend at least sixty (60) days before such contract expires. The preliminary notice will not commit the Housing Authority to an extension. Any changes in compensation will be based upon changes in the most current Consumer Price Index.

2. If the Housing Authority exercises this option, the extended contract shall be considered to include a similar option provision.
3. The total duration of any contract resulting from this solicitation, including the exercise of any option under this clause, shall not exceed five (5) years.

J. PAYMENT

Invoices shall be submitted in two (2) copies to the following address and with the following billing criteria:

Sanford Housing Authority
Attn: Finance Department
P. O. Box 636
Sanford, NC 27331

K. Notification of Public Record.

ALL RESPONDENTS ARE NOTIFIED THAT THEIR RESPONSES TO THIS RFP WILL BE PUBLIC RECORDS AVAILABLE FOR INSPECTION AND COPYING BY THE PUBLIC.

Housing Authority for which services are to be provided under this agreement, and no other officer, employee of agent of the Housing Authority who exercises any functions or responsibilities in connection with managing or carrying out of the Housing Authority programs shall have any personal interest, direct or indirect, in this Agreement.

XI. ATTACHMENT A : NON-COLLUSIVE: AFFIDAVIT

i. NON-COLLUSIVE

ii. AFFIDAVIT

STATE OF_____

COUNTY OF _____

_____, being first duly sworn deposes and says:

THAT he/she is _____ (an owner/principal/partner of the

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

_____
(Name of Bidder if Bidder is an individual)

_____
(Name of Partner if the Bidder is a Partnership)

_____
(Name of Officer if the Bidder is a Corporation)

Subscribed and sworn to this

_____day of _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

INSTRUCTION S FOR AFFIDAVIT OF NON-DEFAULT

This form must be signed by all principals who will work on this contract. Principals may all use, sign, and file the same form or they may file separate forms.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, nonprofit organizations or any other public or private entity that will participate in the contract as a prime contractor.

In the case of partnerships, all general partners (regardless of their percentage interest) and limited partners having a 25 percent or more interest in the partnership are considered to be principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Exception for corporation - All principals must personally sign the certification. If, however, a public agency is a principal, all of its officers, directors, commissioners, trustees and stockholders with 10 or more of the common (voting) stock need not sign personally if they all have the same record of report. Only the officer who is authorized to sign for the corporation or agency must personally sign the certification. However, any person who has information to report which is substantially different from that of his or her organization must report that activity on this form and sign his or her name.

If you cannot certify and sign the certificate as it is printed because some statements do not correctly describe your record, then use a pen and strike through those parts that differ with your record, and sign that part you permitted to remain and which does describe you or your record.

Attach a signed explanation of the terms you have struck out on the certification and report the facts of your correct record. Item (e) above relates to felony convictions within the past 10 years. A felony conviction will not cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk.

AFFIDAVIT OF NON-DEFAULT

A F F I D A V I T

(Prime Proposer)

STATE OF_____:
COUNTY OF _____:

_____, being duly sworn according to law, deposes and says:

1. That he/she is_____ (a partner/officer of the

firm of_____),
the party making the foregoing Proposal or Proposals.

2. He/she further certifies as follows:

(a) that all the statements made by me are true, complete and correct to the best
of my knowledge and belief and are made in good faith;

(b) that for the period beginning 10 years prior to the date of this certification, and except as shown on the attachment, I have not experienced defaults or noncompliance under any contract for the U. S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts;

(c) to the best of my knowledge there are no unresolved findings raised as a result of HUD audits, management reviews or any other governmental investigations concerning me or work under any of my contracts;

(d) there has not been a suspension or termination of payments under any HUD
contract in which I have had a legal or beneficial interest attributable to my fault or negligence;

(e) I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less.);

(f) I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal government, any State government, the City of Sanford, NC, or the Sanford Housing Authority from doing business with such Department or Agency;

(g) I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond;

(h) all the names of the parties known to me to be principals in this contract in which I propose to participate are included on resumes submitted with this proposal;

(h) to my knowledge I have not been found by HUD or the State of North Carolina to be in noncompliance with any applicable civil right laws;

(i) I am not a Member of Congress or a Resident Commissioner or otherwise prohibited or limited by law from contracting with the Sanford Housing Authority;

(j) I am not an officer or employee or commissioner of the Sanford Housing Authority who is prohibited or limited by law from contracting with SHA; and

(k) statements above (if any) to which I cannot certify, have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think help to qualify me as a responsible principal in this project.

By: _____
Signature of Individual if the Proposer is an Individual

Sworn to and Subscribed _____
Signature of Partner if the Proposer is a Partnership

Before me this _____day

_____ of

_____, 20___. Signature of Officer if the Proposer is a Corporation

_____

Notary Public _____

(Title) Place Corporate Seal Here

XII. ATTACHMENT B : VENDOR QUESTIONS

a. How many employees does your business have in each functional area (sales, customer support, implementation, R&D, etc.)?

b. Did/Will your company design and develop the proposed software or are you marketing the proposed system for another vendor or third party?
If marketing, who designed the system and who will provide on-going support?

c. Does your company outsource programming/development? If so, please describe.

d. How many Housing Authorities are current clients?

e. Does your company market strictly to Housing Authorities? If not, what percentage of your company is dedicated to Housing Authorities or HUD business?

f. When was the proposed software system first installed?

g. Provide an overview statement describing your financial position (adequate resources); long-term business plan describing distribution of resources indicating percentages dedicated to product development and technical support.

h. What are the responsibilities that will be required of Housing Authority and what are the responsibilities that will be covered as part of your company's services? What technical and non-technical resources need to be represented on the Housing Authority project team?

i. Describe how you setup the system to meet the needs of Housing Authority.

j. Describe your company's philosophy on customization.

k. Will Housing Authority train with our converted data or sample/dummy data?

l. Describe data conversion assistance you will provide during implementation from the current system?

m. Will Housing Authority retain its "know identifiers" such as Client number, Section 8 Contract Number, Purchase Order Number, Conventional unit number, etc.?

n. What is your process of converting Housing Authority existing forms and letters?

o. Does your System require Housing Authority to run parallel?

p. Describe in detail the customer support services that are provided by your company.

q. Will Housing Authority be assigned an account representative who will work with us through implementation?

r. Is a hotline telephone service part of your support? During what hours is this service available? Is there an additional charge for this service? How are support calls prioritized?

s. Do you ever charge extra for telephone support if the reported problem is

a customer / user problem and not a software problem?

t. Do you provide an Internet Site with FAQs (Frequently Asked Questions), updates, software patches, device drivers, etc.?

u. Do you offer consulting services to assist a business in defining, designing and implementing custom enhancements to your system? Are the consultants your own employees or do you recommend third parties?

v. Describe your business' policy on modifications that might be made to your system by a customer after initial installation. What impact would such customer modifications have on your system's warranty? On future releases?

w. Is system maintenance included in the license fee for the software?

x. Describe your release schedule for maintenance updates; enhancement updates; tax/legislative updates. How long does it take to implement new changes in HUD statutes and regulations into your software? Do you have a warranty specifying timelines?

y. Describe how your customers influence and contribute to the content of the enhancement update.

XIII. ATTACHMENT C : DATA CONVERSION CHECKLIST

Attachment C- Data Conversion Checklist Example

Some items may not apply

Item	Yes/No
Active and Inactive Landlords	
Active Waiting List(s)	
Bank Accounts	
Check Formats	
Check Registers	
Collection Loss Account with Details (24 months of history)	
Custom Work Order forms	
Fixed Assets	
Fixed Work Orders	
General Ledger (24 months of detailed transactions)	
General Ledger Chart of Accounts for each fund	
Inactive Applicants (24 months of history)	
Inventory Items, Location, Quantity on Hand	
Inventory Transactions (24 months of history)	
Invoice History (24 months of detailed transactions)	
Payroll History (24 months of detailed transactions)	
Payroll information for Housing Authority Employees	
Pet Deposits (24 months of history)	
Purchase Order History (24 months of history)	
Recurring Invoices	
Repayment Agreements (24 months of history)	
Section 8 Properties	
Security Deposit Account Balance and Transaction Detail (24 months of history)	
Tenant Contracts	
Tenant Dependents	
Tenant Expenses	
Tenant FSS Information	
Tenant Income	
Tenant Notes in current system (24 months of history)	
Tenant References	
Units / Buildings/ Entrances	
Vendor Information	
Waiting List Preferences & Weights	

XIV. ATTACHMENT D : SPECIFICATION CHECKLIST

The following section is intended to provide a better understanding to the evaluation panel of the capabilities of the system(s) you are proposing. For each item in the list, please indicate "yes" this feature is currently available or "no" it is not. You are encouraged to add comments via an addendum, clearly identifying the software feature by section and number, to make your responses as complete and accurate as possible.

Item #	*General*	*Yes/No*	*Comment*
1	The ability to scan, view, print, email and/or fax archived documents to Field Staff prior to applicant moving in.		
2	A fully integrated document imaging system with the ability to archive, view, print, email, and fax documents directly from the system. Paper documents can be scanned. Reports can be directly archived. Items outside the system on your computer can be archived, such as digital pictures and Microsoft office documents.		
3	Provide detailed rent and utility allowance calculations, kept up to date with latest HUD requirements and formulas		
4	Integrated appointment calendar		
5	Integrated reminder system (with pop-up ticklers)		
6	A validation program that is fully compliant with the current HUD-50058 Technical Reference Guide		
7	Unlimited number of notes for tenants to indicate balances owed or previous problems with residents		
8	Ability to list the current HUD regulations and the current A&O Policy while entering the income, or deductions for a resident.		
9	Tenant reports that can be filtered by project number, caseworker, and used defined codes		
10	Reports on PIC submissions that will help maintain 95% or higher on all submission rates		
11	Rental Integrity Monitoring audit verification procedure.		
12	Automatically submit files to PIC without using the PIC Website		
13	Automatically retrieve PIC error reports and store ticket numbers and PIC error Reports		

14	Validation program that is fully compliant with the current HUD-50058 Technical Reference Guide		
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 (ie: 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 HAS Reporting		
21	System managed USDA Rural Development Subsidy		
22	System prepared MINC submissions for USDA Rural Development		
23	HUD compliance and error checking prior to completion of 50059 and/or voucher processing.		
24	Project Based Section 8 (New Construction) – 50059 processing capability and voucher submission processing.		
25	Ability to generate 50059 and submit directly		
26	Initial training of all users by the software vendor.		
27	GAAP Compliant accounting		
29	Software Modules are arranged in a logical manner according to order of processing.		
30	Data entry fields are arranged in a logical manner for ease of data entry; with pertinent information summarized on initial screen.		
31	All software modules have easy to use on-line help.		
32	Automatically calculates Earned Income Disallowance		
33	Tracks full history of Earned Income Disallowance and automatically determines when a certification is required		
34	Time / date fields are displayed in a standardized manner.		

35	Database is SQL compliant		
36	Database is ODBC compliant		
37	Database fields can be exported to and imported from MS Office products using OLE standard.		
38	Organization has user group which meets at least annually.		
39	Organization uses feedback from user group to determine software direction.		
40	Provide security (user & group level) by:		
	a. Application		
	b. Menu item/function within application		
	c. Reports		
	d. Queries		
35	Provide audit trails tracking user access to system and activity.		
36	Flexible, robust report writer feature available in all subsystems. Ability to modify canned reports and design own reports.		
37	Intelligent purge routines for all modules		
38	Complete test environment for all modules		
39	Ability to print from system to network printer		
40	Queuing system for reports/printers and ability to check print status		
41	System tracks security related incidents (e.g. Sex Offense, Trespassing, Drug Offense) related to HA properties		
42	System allows police reports to be tagged to security incidents		
43	Ability to define and track property trespassers with record details		
44	System must include capability to attach electronic files, such as digital images and electronic documents, directly to specific entities, (i.e. applicant, landlord, unit, etc) without using a separate application.		
45	Ability to distribute reports via email		
Item #	***General Ledger***	***Yes/No***	***Comment***

46	Inter fund balancing – Software must automatically set up the inter fund accounts receivable and accounts payable between funds. The software must also 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. Able to have both Manual and Automatic interfund transactions between Funds and Projects (minimum of 25 Projects).		
47	Project based accounting – The software must comply with HUD's project-based accounting format and be able to post at the project level as well as multiple fund level. This posting also applies to budgeting and producing balance sheets and income statements. Produce Project Based Financials for minimum of 25 Projects for both the Balance Sheet and Income Statement.		
48	- Able to handle charging fee for service between projects and from a central cost center to the projects.		
49	- Ability to block/control transaction posting to prior periods, so no posting is done to the wrong year.		
50	Module posting – The posting to the general ledger must be at the summary level (with the option to post in detail).		
51	Account set up – Multiple segment account numbers should be available and the ability to use any combination of segments between funds.		
52	Recurring Entries – Monthly recurring entries must be available to post manual journal vouchers.		
53	FDS – The Financial Data Schedule for HUD's REAC submission must be made available based on the monthly/annual general ledger processing and postings. Able to pull FDS by Fund/Project		
54	Monthly postings – 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. Manage multiple year ends.		
55	Accommodate minimum of 4 account number segments (including Fund)		
56	Ability to post transactions in summary or in detail		
57	Ability to support multiple fiscal calendars		
58	User defined inter-fund account numbers		
59	Automatic creation of inter-fund transactions with complete balancing		

60	Ability to drilldown to detail information from the GL system to all interfacing subsystem		
61	Ability to view Transaction source and origin in Allocated Account		
62	Ability to support unit allocation table (number of contracts per fund automatically determines allocation percentage)		
63	Capability to process subsequent year transactions before completely closing previous year.		
64	Capability to deactivate accounts from further posting without deletion.		
65	Capability to tie GL number to FDS number and facilitate transmission to REAC.		
Item #	***Budgets***	***Yes/No***	***Comment***
66	Project Based – The software should allow for input and posting of multiple budgets within a specific fund for project based budgeting.		
67	Monthly reporting – Reporting should be available for any reporting period even if the month is closed and also the reports should be capable of combining two or more projects within a fund.		
69	Per Unit Month (PUM) – Income and expense statements must contain data showing the PUM for each project. This feature is to comply with HUD's asset management model.		
70	Financial Reporting – After monthly postings, a feature allowing the user to email statements to other users.		
	- Ability to export and import data for the budget.		
	- Able to spread automatically over 12 months		
71	Ability to enter annual approved budget amounts for each department or cost center		
72	Ability to track all actuals against approved budget amount by division, project or fund		
73	Capability to automatically allocate portions or percentages of budgets between accounts.		
Item #	***Grant Management***	***Yes/No***	***Comment***
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, HAse, budget line items, budget categories and by contract.		
Item #	***Fixed Assets***	***Yes/No***	***Comment***
79	Entry – Ability to post to the fixed asset system manually or an interface from accounts payable.		
80	Ability to enter fixed assets at zero book value to track the asset.		
81	Depreciation – Monthly posting from fixed 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 fixed asset system to the general ledger system by fund/cost center/projects.		
84	Physical inventory reports – Annual physical inventories require listings of fixed assets. These reports must list the physical location of all fixed assets by site (not project charged, assets may be located at a site other than where it was purchased).		
85	Inventory tags – Ability to have the tags scanned.		
86	Warranties – Fixed asset inventories must be tracked through the system.		
87	Disposition – All disposed assets must still 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 fixed asset which has previously been written off or disposed of.		
91	Integrated electronic filing system (document imaging system) to maintain warranties, purchase agreements, service contracts, etc.		

92	Ability to group assets by user defined type of asset (vehicles, office equipment, computers, etc.)		
Item #	***Requisitioning and Purchasing***	***Yes/No***	***Comment***
93	Ability to enter on-line requisitions		
94	Ability to automatically e-mail notifications to alert approvers when a requisition needs to be reviewed.		
95	Ability to inquire from vendor level all open and closed purchase orders		
96	Ability to inquire for user entered Buyer all open and closed purchase orders		
97	Ability to set and hold to budget parameters for a purchase order		
98	Ability to print receiving documents by: Purchase order number, date, receiver		
99	Ability to enter contracts and edit at any time		
100	Ability to track purchase orders against a particular contract.		
101	Ability to identify vendor as minority vendor		
102	Ability to enter and update vendors be restricted by security levels		
Item #	***Accounts Payable***	***Yes/No***	***Comment***
103	Record each vendor record with the following basic criteria:		
	1. Vendor Name		
	2. Attention Line		
	3. Address		
	4. City State and Zip Code		
	5. Phone Number		
	6. Tax Identification		
	7. 1099 Yes or No		
	8. Vendor Type		
	9. Minority and Classification codes		
	10. Vendor terms		
	11. Alternate address feature		
104	Automatically warns user if a duplicate entity number is entered (Social Security/ Federal Tax Identification), from any module within the software program		

105	Organize vendor database by both vendor name and unique vendor number		
106	Include list of individual invoices in each vendor's record		
107	Vendor records split between outstanding and history invoices		
108	Invoice number query by vendor		
109	Each invoice record can have an unlimited number of line items		
110	Real-time and/or batch posting and data entry		
111	Multiple levels of holds for invoices		
112	Automatic warning of duplication of Accounts Payable invoices		
113	Automatic posting of a current payment to a future accounting period		
114	Global payment of invoices to be run by due date		
115	Set-up features for recurring payments that are amendable		
116	Lay out every item printed on the check to match AMHA's existing check stock		
117	MICR check encoding		
118	Positive Pay bank verification capability		
119	Produce check registers with multiple levels of detail		
120	Automatic check voiding and invoice reinstatement		
121	Unlimited banks and bank accounts with the ability to print checks from any account creates interfunds between funds and projects for A/P entries.		
122	ACH payment files to Landlords		
123	ACH payment files to Vendors		
124	ACH pre-note functionality to test the file submissions prior to funds transfer		
125	Tab-based screens with drill-down and shortcut icons		

126	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		
127	Generate separate vendor and landlord audit reports prior to 1099 production		
128	Combine vendor and landlord data from Accounts Payable and Section 8 programs		
129	Produce 1099 form for each tax entity (individual or organization)		
130	Print 1099 forms and mailers and produces a Magnetic Media data submission file for transmission to the IRS		
131	Archive 1099 history		
132	Process 1099 MISC forms via laser printer		
133	Ability to distribute costs across funds and projects based on agency defined distribution rules (percentages to each).		
134	Integrated electronic filing system (document imaging system) to original invoices, vendor contracts, 1099s, W-9s, etc.		
135	Able to have separate fund checking accounts and for the public housing to have one central bank account for all public housing projects (minimum of 25) rather than individual project accounts.		
136	Ability to enter manual check into the system.		
Item #	***Tenant Accounting(LIPH and LIHTC)***	***Yes/No***	***Comment***
137	Automatic posting of payments to resident's accounts		
138	Maintain security and pet deposits		
139	Ledgers with current and past transactions on all accounts (both active and vacated). Complete audit trail for all activity on tenants accounts		
140	Customized letters for notifying residents of billing on their accounts (Pull information directly from file)		
141	Periodic reporting module to provide audit tracking and review information for both daily and monthly financial data		
142	Process for month end reports and printing rent statements		
143	Lockbox payment processing for several funds		

144	Ability to enter alternate addresses for residents for either evictions or second party processing paperwork		
145	Ability to enter and bill residents living in units owned by Housing Authority that are not under any HUD program		
146	Ability to manually enter payments on residents in several funds if they will not process through the Lockbox process		
147	Ability to charge maintenance charges, etc.		
148	Ability to set up repayment agreements for either rent, maintenance charges, or pet deposits		
149	Ability to apply late fees to accounts in different programs (different rules for separate programs)		
150	Ability to interface to Accounts Payable for automated Tenant UAP check processing.		
151	Ability to integrate with other software modules ie. Wait list, Re-certifications, General Ledger, Inspections, Work Order, Custom or third party report writer.		
152	Maintains audit trail on resident accounts.		
153	Prepares delinquent listings and notices.		
154	Automatically posts maintenance charges from the work order program.		
155	When moving in a resident, automatic check to determine if unit is vacant.		
156	Tracks lease terminations – court dates and court numbers. Provides summary reports to take to court.		
157	Able to update the utility allowances in the unit records without affecting the resident's rent calculation. (Desired)		
158	Duplicate Existing Tenant Rent Statement		
Item #	***Public Housing Inspections***		
159	Follows the complete UPCS inspection protocol.		
160	Prints resident notification letters.		
161	Integrates with work order system to generate work orders, if needed.		

162	Tracks inspection dates.		
163	Reports to produce inspection results reports.		
164	Integrates with handheld computers for "paperless" inspections recorded directly to data files in the field.		
Item #	***Housing Choice Voucher Program***	***Yes/No***	***Comment***
165	Reports can be maintained on PIC submissions that help to maintain 95% or higher on all submissions rates.		
166	Month-end processing can be performed while users are logged in the system		
167	Automated Briefing Packages - A complete briefing package is created to include Voucher, Request for Tenancy and HA specific documents.		
168	Automatically calculates Earned Income Disallowance		
169	Tracks full history of Earned Income Disallowance and automatically determines when a certification is required		
170	Does your system offer an Online Landlord Portal?		
	If Yes, can Landlords:		
	View check history with detailed information?		
	Re-print vouchers and 1099s?		
	View property information for their units?		
	View contract information (HAP, TTP, URP, etc) for each unit?		
	View upcoming inspection schedules?		
	View detailed results of property inspections, including deficiencies?		
	Communicate with inspectors?		
	Download various forms as defined by the housing authority?		
171	Portability, including Port-ins and Port-outs, and the ability to automatically generate HUD Form 52665 at the click of a button.		
172	Electronic memorandums that document, date, and time stamp user notes and "off-line" activities.		
173	Family Language indicator		
174	Check/Direct Deposit detail to have more information on the check stub		
175	Adjustments to HAP and UHAP to have more information print on check stub.		

176	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).		
177	Historical data for units that have been on the program (Tenant/Landlord History).		
178	Capability to key monthly recurring adjustments with an area to key information in as to why these adjustments are recurring.		
179	Check processing to be efficient as well as accurate in payments to be disbursed with reports to back up any and all payments and deductions.		
180	Landlord and owner screens should be one screen with the ability to key in notes.		
181	Software should 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.		
182	Software should have the capability to invoice a Landlord that owes money to the housing authority.		
183	Type 13 – 50058: Inspection dates must up-date any pending 50058.		
184	Data validation prior to PIC submission: System verification required to prevent PIC errors to the greatest extent possible.		
185	Automatically up-date ages of all household members when keying based on effective date of 50058		
186	Flag any incomplete fields required by PIC and block further processing until complete with valid entries		
187	Retroactive rent and utility payments: Generate calculations automatically based on updated information.		
188	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.		
189	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.		
190	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.		

191	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.		
192	Capable of producing VMS data for HUD reporting.		
193	HAP charged to correct month for reporting.		
194	Mid Month HAP tracking and reporting.		
195	Voucher count for end of month along with the 1st of the month.		
Item #	***Re-certifications***	***Yes/No***	***Comment***
196	Maintain individual records which contain complete income, assets, expenses and references to include:		
	Personal, bank and credit		
	Track community service		
	Automatically calculates Earned Income Disallowances		
	FSS tracking and maintenance		
197	History of past 50058's and history of unit, listing past residents even if they have moved out.		
198	This module needs to integrate with the Tenant Accounting module.		
199	Ability to put certifications on hold, start/complete another certification for the same tenant, and resume the original certification.		
200	Tracks needed signatures on lease riders, for all adult members in the unit.		
201	Supervisors can track the progress of re-certifications.		
Item #	***Wait List***	***Yes/No***	***Comment***
202	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.		
203	Estimate rent calculations using the income, assets, expenses and deductions.		
204	Ability for applicants to apply online via website and have application information flow into Wait List program.		
205	Ability to pull vacant unit information daily. To identify and schedule them quickly with the developments is critical to our lease up time.		

206	To identify clients that need accessible housing and units that meet these needs.		
Item #	***Contract Administration***	***Yes/No***	***Comment***
207	Project Based Section 8 (New Construction)– 50059 processing capability and Voucher submission processing.		
208	Market-Rent or non-subsidized portfolio.		
209	Post Rent/HAP to accounts.		
210	M/I and M/O accounting.		
211	Applications/Waiting List – multiple waiting lists w/preference points ranking, income targeting categories.		
212	Application data transfers to move in data.		
Item #	***Contract Administration***	***Yes/No***	***Comment***
213	HUD compliance and error checking prior to completion of 50059 and/or voucher processing.		
214	Manual and automated adjustments on Voucher processing.		
215	Capability to receive TRACS error messages.		
216	Work Order system – capability to track individual staff person data also needs to allow multiple line items per work order for tracking.		
217	Interface to A/P module to automatically generate utility allowance checks.		
218	History of previous 50059s ed and available for viewing.		
219	Verification processing – ability to automatically generate for each household member w/merged data (would prefer some type of tracking system).		
220	Special Claims processing, vacancy loss processing.		
221	202c TRACs compliance.		
222	iMAX TRACs submission.		
223	Waiting list history (showing who and when moved in).		
Item #	***Work Order***	***Yes/No***	***Comment***
224	User-defined fields		

225	User-defined and 1000 (minimum) task code capability		
226	User-defined work descriptions on a pull-down menu		
227	Unlimited lines and character spacing in the work order description area		
228	Handheld Computer Work Order functionality		
229	Available space for side notes that do not appear on the printed work order (Desired)		
230	Ability to assign an employee to a Home AMP		
231	Automated Inter-Fund Billing		
232	Generate work orders by unit #, address, AMP/site or tenant name		
233	Generate multiple work orders for one address by selecting the address only once		
234	Have multiple work items and multiple employees appear on a single work order (Desired)		
235	Designate "Pet In Unit" once for an address and have the designation default on subsequent work orders for the same address.		
236	Copy and paste a work description from one work order to another (Desired)		
237	Ability to notify someone of a Skilled Trades work order issued for their area by someone in another area (FYI with "Read only" capability).		
238	Ability to repeat standard labor information for the same employee when entering several labor entries on one work order (e.g. employee #). (Desired)		
239	Inventory and labor together on the work order for cost per work order (Desired)		
240	Track the date, time and function performed by users of a specified work order (Desired)		
241	Track data to determine HAS percentages by AMP or multiple selection criteria and produce a worksheet containing a breakdown of same. (Desired)		
242	Flag or color-code emergency work orders not abated within 24 hours		
243	Flag non-emergency work orders not completed within 3 days. (Desired)		

244	Ability to schedule monthly, weekly and daily planned periodic maintenance		
245	Preventive maintenance scheduling		
246	Option to specify a start time to appear on all preventive/periodic work orders (Desired)		
Item #	***Payroll***	***Yes/No***	***Comment***
247	**Does your software have a Payroll Module?**		
248	Meet all federal reporting requirements.		
249	Meet all state of North Carolinaeporting requirements.		
250	Meet all OPERS reporting requirements including employer paid PERS pickup of employees' portion.		
251	Ability to process multiple city tax codes per employee, per pay period.		
252	Ability to handle 457 & Section 125 pre-tax deductions.		
253	Ability to interface to bank(s) for direct deposit and/or print checks		
254	Does the Payroll module interface to the General Ledger Module?		
255	Do benefit costs follow pay period payroll allocation expenses?		
256	Can benefit costs be interfaced to the General Ledger Module?		
257	Can your Payroll module process direct charges to specific cost centers as well as to a default allocation table?		
258	Can file maintenance be performed on employee payroll allocation as needed? (Bi-weekly)		
259	Ability to track Vacation time?		
260	Ability to track Sick time?		
261	Ability to track Comp time?		
262	Ability to track Unrestricted time?		
263	Can you pay employee's multiple rates within the same pay period? I.e. Out of class rate differential		

264	Does your software have a Time and Attendance module?		
	If Yes, please answer the following:		
	Ability to accrue Comp time at one rate (1.5) and expend it on an hourly basis?		
	Can employee time be captured electronically?		
	Can manual file maintenance be done to the data?		
	Can this function be controlled with security?		
	Can exception time be pre-scheduled?		
	Can your software manage multiple vacation entitlement/accrual rates?		
265	**Does your software provide an Online Employee Portal?**		
	If Yes, please answer the following:		
	Can employees view their payroll history?		
	Can employees view their available leave time?		
	Is this feature controlled by security so that employees cannot view other employee's information?		

XV. ATTACHMENT E: Contractor References (at least 3)

XVI. ATTACHMENT F : HUD FORMS

1. HUD Form 5369-B Instructions to Offerors – Non-Construction (8/93)
2. HUD Form 5369-C Certifications and Representations of Offerors Non-Construction Contracts (8/93)
3. HUD Form 5370-C General Contract Conditions Non-Construction Section I, (10/2006)
4. Certification for a Drug-Free Workplace – HUD-50070 (3/98)
5. Certification of Payments to Influence Federal Transactions - HUD 50071 (3/98)
6. Certification Regarding Debarment and Suspension HUD 2992 (3/98)
7. Disclosure of Lobbying Activities, Standard Form LLL

XV. ATTACHMENT F:

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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:]

Certifications and Representations of Offerors
Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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/offerors 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
[ ] Hispanic Americans
[ ] Native Americans
[ ] Asian Pacific Americans
[ ] Asian Indian 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)(l) 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)(l) 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)(l) 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:

_____

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. 1/31/2017)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause 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 been titled 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 pubic 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 agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

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

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

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

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

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

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

Name of Authorized Official	Title

Signature	Date
X	

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title

Signature	Date (mm/dd/yyyy)

Previous edition is obsolete

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

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

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

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

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

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

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

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

Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Instructions for Certification (B)

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date

Signature of Authorized Certifying Official	Title

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.