



REQUEST FOR PROPOSAL

#2023-001

HOUSING MANAGEMENT SOFTWARE

PROPOSAL DUE DATE: July 20, 2023

REQUEST FOR PROPOSALS

RFP # 2023-001

The West Valley Housing Authority is seeking proposals for the **provision of housing management software for general utilization, and specific application, in the overall management of the agency's programs.**

Interested vendors may obtain proposal requirements by contacting Diane Omnes at 503-623-8387, Ext. 313, by emailing to domnes@wvpha.org, or from our website at www.wvpha.org.

The **deadline to submit proposals** for this request is **4:30 PM (PDST), July 20, 2023** at the following address:

WEST VALLEY HOUSING AUTHORITY (WVHA)
P.O. Box 467
204 S.W. Walnut
Dallas, Oregon 97338
503-623-8387
Fax: 503-623-6907
domnes@wvpha.org

Section 3, small businesses, and minority or women-owned enterprises (MBWE) are encouraged to respond.

Award will be based on a competitive selection process with primary consideration given to the best overall value to West Valley Housing Authority. Evaluation criteria will be as follows: 25 pts possible for Expertise & Suitability, 20 pts possible for Cost (with up to a 10% differential for MBWE), 20pts possible for Support Services & Agreements, 20pts possible for Implementation & Conversion Timeline/ Methodology, 15pts possible for Training Provided, and 10pts in Bonus for Integrated On-line or Paperless Offerings (i.e. Applications, Wait List Management, Inspections, and / or Rent Reasonableness).

The WVHA reserves the right to waive any informality in the award of this project, reject any or all proposals, and / or cancel this solicitation, at its sole discretion, if it is determined to be in the best interest of the WVHA to do so.

VENDOR SELECTION AND PROPOSED PROJECT AGENDA

RFP ADVERTISED	June 30, 2023
QUESTION / ANSWERCUT-OFF	July 13, at 4:30 PM (PDST)
VENDOR PROPOSALS DUE	July 20, 2023 by 4:30 PM (PDST)
EVALUATION / SELECTION OF VENDORS FOR INTERVIEW & DEMONSTRATION	July 21, 2023
CONDUCT INTERVIEWS / ON-SITE DEMONSTRATIONS	July 24, 2023 thru July 27, 2023
FINAL EVALUATION / SELECTION OF SUCCESSFUL VENDOR	July 28, 2023
CONTRACT NEGOTIATION	July 28, 2023 thru August 1, 2023
CONTRACT APPROVAL	August 4, 2023
ESTABLISH CONVERSION PLAN	August 7, 2023 thru August 11, 2023
INSTALLATION & USER TRAINING	August 21, 2023 thru September 1, 2023
PARALLEL USE	September 5, 2023 thru September 29, 2023
FINAL CONVERSION / EXCLUSIVELY USING NEW SYSTEM	October 2, 2023

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1. Introduction

The West Valley Housing Authority (WVHA) is a public housing authority (PHA) that was established in 1950 by the Board of Polk County Commissioners. The agency's mission is to provide safe, decent, and affordable housing for those in need in Polk County, Oregon. This mission is served through the provision and administration of federal assistance programs financed and supervised by the U.S. Department of Housing and Urban Development (HUD). The WVHA also owns, and operates, a very small portfolio of affordable housing options.

The WVHA's current, program offerings are as follows:

- 353 -Public Housing Units
- 20- LIHTC Units (All under PBV contract and mix of HTF, and HOME funds.)
 - 9 -Agency Owned / Local Fund (LF) Units
- 696 -Housing Choice Vouchers (HCV, aka Section 8)
 - 20 – Mainstream Vouchers
 - 15 – HUD-VASH Vouchers
 - 15 – Emergency Housing Vouchers (EHV)
 - 12 – Project Based Vouchers (PBV)
 - 8 – RAD PBV's
 - 5 –CTGR Tribal Vouchers

The WVHA is managed by its Executive Director (ED) who generally oversees the work of the WVHA's 20 full-time employees (FTE's) and reports to a five-member Board of Commissioners.

Our agency is currently hampered in using the MRI Tenmast product and needs to transition to an entirely new, software platform. In order to properly entertain all of our options, the WVHA is currently soliciting proposals from qualified firms providing software applications specifically suited for the needs of a PHA. The new software must clearly demonstrate ability to conform to all requirements and specifications set forth in the remainder of this RFP.

2. Purpose of this Request for Proposal (RFP)

This RFP is being put forth to solicit qualified proposals from any software vendor, specializing in software specifically designed (and suited for) use by PHA's, with interest in providing a proposal and sharing their product offerings. The WVHA intends to select

the software that best meets the needs and requirements of our agency. We expect this RFP process to ensure thorough analysis and consideration on the part of both the WVHA and the respondents. The WVHA advises all interested firms to carefully review the requirements of this RFP. Written proposals will serve as the basis for initial selection, but final selection will be based on the scores established from the evaluation criteria as outlined in Sections 6-11 of this RFP.

3. WVHA's Reservation of Rights

The WVHA reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and/or to modify or cancel this solicitation. Proposals that appear unrealistic in terms of management commitments, or are indicative of failure to comprehend the complexity of this RFP, and subsequent contracts, may be rejected.

Proposers are advised to provide thorough and complete responses. The WVHA reserves the right to 1) contact any proposer for clarification of 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 thorough evaluation of the proposals.

All costs of the proposal process (preparation, submittal, interviews, contract negotiation, and related expenses) are solely the responsibility of the vendors submitting a proposal. All proposals shall remain valid for a period of one hundred and eighty (180) calendar days after the date specified for receipt of proposals.

4. Errors & Omissions in Proposal

The WVHA will not be liable for any error or oversight in the presentation of a proposal. Proposer(s) will not be allowed to amend proposal documents after the deadline for proposal submission. The WVHA reserves the right to make corrections or clarifications related to errors identified in this RFP by either the WVHA or the Proposer.

5. Liquidated Damages Provisions

Liquidated damages shall not be measured in terms of potential lost revenue or potential lost net operating income to the WVHA, unless a court of competent jurisdiction determines that actual loss can be measured precisely and/or the specific liquidated damages provision is unreasonable and/or unenforceable as a matter of law.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other, non-monetary remedies as may be available to the WVHA. To the extent expressly provided herein, the WVHA shall be entitled to recover liquidated damages under each section applicable to any given incident.

At its sole discretion, the WVHA may determine an appropriate assessment of liquidated damages. The WVHA shall notify the Contractor of the assessment in writing and shall do so in a timely manner.

These damages may include, but is not limited to:

1. Late conversion and/or installation of the WVHA's software system.
2. Failed acceptance testing.
3. Central system downtime.
4. Central system degraded performance.
5. Workstation downtime.
6. Delay of modification to software module(s).
7. Insufficient Contractor resources.
8. Failure to provide enhancements.
9. Security violations.
10. Unauthorized module access.
11. Failure to report incidents that could delay delivery of software.
12. Failure to deliver reports detailing project schedule.
13. Lack of timely software corrections, additions, or modifications.
14. Unauthorized software corrections, additions, or modifications.
15. Lack of timely and accurate audit reports.
16. Lack of timely and accurate data files.

All assessed liquidated damages will be deducted from any monies owed to the successful proposer (vendor). In the event that the amount due to the vendor is not sufficient to satisfy the amount of the liquidated damages, the vendor must pay the balance to the WVHA within thirty (30) calendar days of written notification. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the vendor.

6. Scope of Work and Specifications

6.1 *General*

The Software selected shall provide the capacity to manage the following functions of the WVHA: *(The incorporation and/or use of these functions are at the sole discretion of the WVHA.)*

6.1.1 Financial Applications

- 6.1.1.1 General Ledger
- 6.1.1.2 Budgeting
- 6.1.1.3 Accounts Payable
- 6.1.1.4 Tenant Billing
- 6.1.1.5 Purchasing & Requisitioning
- 6.1.1.6 Financial Reports
- 6.1.1.7 Accounts Receivable
- 6.1.1.8 Capital Assets
- 6.1.1.9 Capital Fund Management
- 6.1.1.10 Grant Management
- 6.1.1.11 Payroll
- 6.1.1.12 Facilitate Online Banking with Direct Deposit
- 6.1.1.13 Direct Deposit of Housing Assistance Payments (HAP)

6.1.2 Housing Applications

- 6.1.2.1 Applicant Waiting List(s) (must handle multiple programs)
- 6.1.2.2 Appointment Management (multiple programs)
- 6.1.2.3 Unit Management (multiple programs)
- 6.1.2.4 Vacancy Tracking (multiple programs)
- 6.1.2.5 Low Income Public Housing Tenant/Case Management
- 6.1.2.6 Section 8 Housing Choice Voucher Tenant/Case Management
- 6.1.2.7 LIHTC Program Management
- 6.1.2.8 Family Self Sufficiency
- 6.1.2.9 Work Order / Maintenance System
- 6.1.2.10 Creation & Submission of 50058/50059 form
- 6.1.2.11 Rent Calculation
- 6.1.2.12 SEMAP, WVHAS, Family Self-Sufficiency Reporting, Rent Calculations, Contracts, and Tracking Forms
- 6.1.2.13 UPCS Inspections
- 6.1.2.14 HQS Inspections
- 6.1.2.15 Mobile Application for HQS Inspections
- 6.1.2.16 Non-Subsidized Rental Management

6.1.3 Other Desired Features

- 6.1.3.1 Executive Dashboard – allows quick and effortless assessment, in real-time, of the agency’s business functions including, but not limited to, vouchers being utilized versus vouchers available, wait-list status, units leased up versus units vacant, units under repair, budgets by departments, etc.
- 6.1.3.2 Capabilities for integration with online banking applications, and facilitation of direct deposit of housing assistance payments (HAP) and/or direct debit of tenant bank accounts for monthly rent.
- 6.1.3.3 Ability for clients to submit applications through an on-line portal.
- 6.1.3.4 Ability for clients to check wait-list status on-line.
- 6.1.3.5 Ability for landlords to access their accounts with the WVHA through an on-line portal.
- 6.1.3.6 Integrated Document Imaging system – Providing the ability to pursue a paperless office environment.

6.1.4 Data Conversion

Project Management to include:

- ✓ Full data conversion from existing system to new.
- ✓ Successful installation and implementation of new product.
- ✓ Testing of the accuracy, validity, and integrity of the new software and hardware incorporated into the WVHA’s computer network.

The WVHA currently uses the following software applications:

- MRI Tenmast
- Microsoft Office 365 applications
- Harper’s Payroll

Data Conversion is required from the MRI Tenmast product.

6.1.5 Training

Training will need to be provided to all of the WVHA staff and shall include End-user, Intermediate, and Technical level training; all as necessary for the WVHA to operate independently.

Proposers must have sufficient resources to provide end-user training for all staff and technical training for the WVHA’s leadership staff and/or IT provider in all application modules. Technical training shall include a conceptual overview of all modules and how they interface and interact with each other.

Any, separate training costs shall be clearly stated in detail in the RFP

response.

6.1.6 Technical Support and Software Updates

6.1.6.1 Provision of ongoing technical support and software updates in order to maintain compliance with Federal directives, fix bugs / glitches, and roll out product enhancements.

6.1.6.2 Each proposal must include a full description of the software capabilities, maintenance and support agreements, and a detailed itemization of annual costs associated with these services. The maintenance agreements must provide for periodic updates to the software for the purposes delineated in 6.1.6.1. Each proposal must also fully document the firm's policy (and associated costs) on product upgrades, or service tickets, that may fall outside the standard maintenance contract.

6.1.6.3 When describing customer and/or technical support availability, proposals must specify all of the conditions surrounding that availability, including: process for requests, time zones, response times, resolution and escalation processes (for end-user support, as well as, technical staff.)

6.1.6.4 For licensing and pricing purposes, Respondents should assume a total of (20) users or (24) licensed seats if based on device. This total number includes:

- 11-WVHA central office employees
- 2-West Salem area office employees
- 5-Maintenance staff working on the sites with workstations available for necessary use.

6.2 *Respondent Experience*

The Respondent must be thoroughly familiar with the application areas specified and have an historic base of customers currently using the proposed products. The Respondent must have the staff, technical, and financial resources to reliably install and support the proposed system.

The Respondent will thoroughly document its experience in Public Housing, Section 8, LIHTC, HOME, and Agency Owned Rentals through the inclusion of the qualifications of the staff they will be assigning to this project.

The Respondent shall also provide an overview of their firm's history and current, financial resources.

6.3 *System Set-up, Installation, and Support*

The Respondent shall assist the WVHA in preparing for the successful implementation of the new system. Preparations shall include organizing, planning, scheduling, and designing the implementation plan while focusing on the best incorporation, manipulation, and/or utilization of the data for optimal performance within the parameters of the respondent's system's design.

The Respondent shall be responsible for the successful installation and testing of the system with the ultimate provision of an end product that can be readily utilized by WVHA personnel in conducting all of the day-to-day operations of the entire agency in an efficient and effective manner.

Additionally, the Respondent must have the demonstrated ability to support the system after installation is completed and accepted by the WVHA. The support must be provided in the form of on-going programming and management support accommodating regulatory changes and timely resolution of user problems.

Furthermore, on-going programming support must have the capability of using on-line, remote desktop sharing for problem solving and analysis.

6.4 *Hardware and Network Environment*

Respondents must include specifications for a computer hardware/IT platform that will support the proposed software. (Individual workstations on up through network and servers.) The specifications should include minimum, recommended, and optimal specifications for the application software to operate within the WVHA's technological infrastructure.

In addition, the successful proposer will be required to coordinate any hardware upgrades with the WVHA's IT provider, as desired by the WVHA. Respondents must have a demonstrated ability in effecting the implementation of the necessary modifications and providing necessary support for the IT provider to ensure all systems operate at peak performance after the installation is complete.

6.5 *Software Specifications*

6.5.1 *Integration*

Each software module must provide for optimum integration to other modules, as well as to the Microsoft 365 Office products, to reduce

redundant data input and transcribing errors. The vendor should discuss this integration scheme for each software module proposed and how it interfaces with other modules. Illustrations would be helpful in this matter.

6.5.2 Source Code

Source code should be obtainable by the WVHA in the event the software provider's business ceases operations.

6.5.3 Security

Each program shall have its own set of security levels of access. Management staff shall be trained on how to set the security for each user and the levels of access available in each program. Written documentation for this activity shall be provided to the appropriate personnel during the training. Setup questionnaires outlining the security levels and providing space for management to designate which operator can access which data shall be provided to the WVHA prior to the installation of the system.

6.5.4 Printer Management

Each housing program shall be capable of selecting or changing to any normally available local or network "system" printer (for all functions) without exiting the program.

6.5.5 User-Defined Fields

The database should allow to add and pull any related data which corresponds with the requested report by allowing an unlimited field selection in each primary database for use by the operator in developing specific listing reports through the report generator.

6.5.6 Data Integrity

The software should be designed to operate in a concurrent multi-user environment. Numerous users should be able to look at the same record simultaneously, but only one should be able to "edit" at a time. Several operators should be able to change and add several records simultaneously in the same database without any problems.

6.5.7 Data Availability

The data is the sole property of the WVHA. All data must be available to the WVHA regardless of support options, yearly, quarterly, or time and materials support option the WVHA chooses to purchase.

If the proposed software requires any type of software activation, beyond the initial purchase, to activate or grant access to WVHA users, the WVHA

will severely lower the scoring of the software. See Section 5.8 for proposal response details.

6.5.8 Programming Language

Vendor should explain the language in which the programs are written and any future plans to migrate to another language.

6.5.9 Windows-Based Version

The vendor should indicate the availability of a true Windows-based version of their software. If the vendor is planning to “migrate” their clients to a new version, please describe the proposed timetable and cost, as well as any factors involved in implementing the new Windows version.

6.5.10 Processing

The processing of the programs should generally be immediate and in real-time. However, there shouldn't be any automatic batch routines in the system; allowing the WVHA to determine preferences for batch or real-time settings on functions we choose.

6.5.11 Audit Trails

Vendor should explain what kind of audit trails the program contains for keeping track of the date and time of a change, the name of the users making the change, the field(s) and/or the amount of the changes.

6.5.12 Documentation

Vendor should explain what types of documentation are available with the system. At the least, one complete set of Operator's Manuals must be provided with the system. Anytime the system is updated/patched/upgraded with new features, updates or fixes, the Operator's Manual must be updated and available to the WVHA.

6.5.13 On-Line Help

Vendor should explain what on-line help screens are available and how they are accessed from the programs. In addition, the ability to create a copy of the production data to a training and testing environment should be provided to facilitate additional training.

6.6 *Submission Deadline and Delivery Address*

All bid proposals must be received at the WVHA's main office no later than 07/20/2023 at 4:30 PM Pacific Daylight Savings Time. Late bids will not be

accepted.

Proposals must be submitted with 1 original and 5 (five) copies. All bid packets received shall indicate the project name and RFP #.

One copy of all “sales literature” should be included with the ORIGINAL proposal.

Delivery Address:

WEST VALLEY HOUSING AUTHORITY (WVHA)
204 S.W. Walnut Avenue
Dallas, Oregon 97338

6.7 *Inquiries*

All inquiries will be in writing and submitted via email to domnes@wvpha.com or by fax 503-623-6907 Attn: Diane Omnes. The deadline for all inquiries is July 13, 2023 at 4:30 PM (PDST). Receipt of inquiry will be confirmed within a 24-hour period of normal office hours. If receipt is not confirmed, please call Diane Omnes at (503- 623-8387 Ext. 313.

If, in the opinion of the WVHA, additional material or interpretation is needed, it will be provided as an Addendum to the RFP and will be communicated to all other vendors.

Any instruction or information, pertaining to the specifications of this project that is provided to prospective respondents in any form other than writing shall not bind the WVHA.

7.0 Proposal Guidelines

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

- ❖ The minimum requirements and specifications for the application software to be acquired by the WVHA.
- ❖ The ability of the WVHA to maximize its utilization of its existing data communications network and equipment.
- ❖ The proposed minimum configuration for any server(s) must be sufficient to operate the software being proposed and shall also include enough data storage for minimum of five (5) years from the ‘go-live’ date.
- ❖ Each proposal must include all initial software guaranties and/or warranties.
- ❖ Each proposal must include a full description of all software modules, features, and functionality.
- ❖ Each proposal must include the installation, training, project management, all software

modules required, and any other, one-time costs associated with the transition to their product.

- ❖ Each proposal must include ALL, periodic (recurring) costs such as software licensing fees, maintenance fees, user fees, product upgrade fees, etc. Such fees shall be detailed for a five (5) year period from installation date.
- ❖ All data migrated to, created within, and stored by this software shall be owned exclusively by the WVHA. Any maintenance or support contracts that may be required for the WVHA to access this data, must be fully explained in the proposer's response. Software that locks out the WVHA's users from obtaining the WVHA's data, when any support contracts are not renewed, will be rejected for evaluation and scoring.

8.0 Proposal Format & Submission Requirements

All proposals shall follow the format provided. Responses will be generally reviewed for completeness prior to the performance of the detailed evaluation. Any response submitted in a manner that makes evaluation unnecessarily time consuming may be eliminated from further consideration.

All responses should be neatly assembled using divided tabs that clearly label each section.

8.1 Letter of Transmittal

All proposals must include a letter of transmittal that includes the company name, address, telephone, fax, email and authorized contact person. An individual within the company, having the authority to contractually bind the vendor, must sign the letter of transmittal.

8.2 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 the WVHA's needs.

8.3 Vendor Company Profile

Provide a history of the business and a brief overview of the qualifications of key staff to be involved in system installation, support, and training.

8.4 Hardware Specifications

Describe in detail the required hardware for the configuration proposed, including operating characteristics. Clearly explain any recommendations for the WVHA to incorporate additional hardware. (WVHA will purchase hardware from other vendors.)

8.5 Application Software Modules

Describe the specific products and services to be provided by the Respondent, including warranty information covering all software being proposed.

8.6 Implementation Plan

Respond to ATTACHMENT E.

8.7 Training Plan

Respond to ATTACHMENT F.

8.8 Data Conversion

Respond to ATTACHMENT G.

8.9 References

Vendor is required to submit a minimum of three (3) public housing authority references. If possible, include references who provide similar services. Required reference information can be found in ATTACHMENT I.

8.10 Proposal Costs

8.10.1 Proposal Cost

Responding vendors must provide cost information according to the following outline. Respondents must clearly and unambiguously specify the total cost of each element of the proposed system and must include a table summary as noted below.

8.10.2 Software Costs

Software costs include but are not limited to the cost for each software module or capability (to include annual, maintenance fees).

8.10.3 License Fees

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

8.10.4 Conversion Costs

Minimum of five years for data to be converted from the MRI Tenmast product in use now to the new, proposed database.

8.10.5 Training Costs

Responding vendors should base training costs on providing end-user training to all WVHA software users. (A total of 20 staff members with varying exposure to, and extent of utilization of, our software.)

8.10.6 Other Costs

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

8.10.7 Optional Costs

List any optional program applications that are not included in this RFP separately, along with implementation, training and other expenses related to these applications.

8.11 Schedule of Installation

Detail timeframes for implementation, training, data conversion, software installation, user and technical training, and an estimated “go-live” date with key dependencies noted. A tentative schedule is laid out in this RFP; however, the WVHA is relying on each respondent’s expertise in implementation to provide reasonable and practical timeframes for implementation.

8.12 Support Agreements and Support Service

Provide one copy of applicable annual technical support / maintenance contract(s). Respond to the Support Services questions in ATTACHMENT H.

8.13 List of Current Customers

Provide a list of other Public Housing Authority customers using the proposed software modules. Include approximate size (number of units / number of employees) and modules in use.

Proposers shall include all Attachments that have been bolded in the Table of Contents.

9. Evaluation Method

9.1 Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The WVHA reserves the right to reject any proposals deemed by the WVHA not minimally responsive (the WVHA will notify such firms in writing of any such rejection).

Evaluation Packet for Proposals Deemed Responsive: Internally, an evaluation packet will be prepared for each evaluator, including the following documents:

- Instructions to Evaluators;
- Proposal Tabulation Form;
- Written Narrative Justification Form for each proposer;
- Recap of each proposer's responsiveness;
- Copy of all pertinent RFP documents.

9.2 *Evaluation Committee*

The WVHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP, as detailed within this RFP the designated staff is the only person at the WVHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

9.3 *Evaluation*

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

9.4 *Determination of Top-ranked Proposer*

Typically, the points awarded by the evaluation committee will determine the final rankings, which are typically forwarded by the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the WVHA's Board of Commissioners at a scheduled meeting for approval. Contract negotiations may, at the WVHA's option, be conducted prior to or after the BOC approval. If the WVHA's BOC does not approve the contract, it will not move forward.

9.5 *Notice of Results of Evaluation*

If an award is completed, all proposers will receive a Notice of Results of Evaluation.

9.6 Restrictions

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

9.7 Interview

A committee, determined by WVHA management, will interview Vendors whose proposals are the highest rated. The interview process may include a verbal interview, an on-line demonstration of the product, or an on-site demonstration of the product. The WVHA reserves the right to short list the RFP respondents and to interview only those WVHA feels are best qualified.

10. Finalists

After WVHA completes its evaluation of all proposals submitted by the deadline, it is the intent of the WVHA to select up to three (3) finalists to give a demonstration of their software functionality. The finalists should be prepared to field questions throughout the demonstration. In the event that the demonstration is unsuccessful and appears not to meet the requirements of the WVHA, the WVHA may then opt to contact the vendor(s) with the next highest ranking proposal(s).

11. Evaluation Factors

The following factors will be utilized by the WVHA to evaluate each proposal submitted received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal. Evaluation Criteria – 110 Points possible.

CRITERIA	POINTS POSSIBLE
11.1 <i>Strength and Expertise of Vendor</i>	

The software meets the function requirements listed in the RFP without requiring future development of the software.	35
11.2 Cost	
Costs including but not limited to: cost of data conversion, software, licenses, installation, implementation, project management, training, and first year's support. The WVHA may, at its discretion, select part or all of the software and support services set forth in the vendor's proposal. The vendor must itemize the costs for software, installation, support, maintenance, and other costs separately. No adjustment may be made without WVHA request / permission.	15
11.3 Support Services and Service Level Agreement	
Support services included ongoing maintenance, new releases; support of HUD or LIHTC program mandated changes and service level agreement related to issue resolution and overall responsiveness. Other factors include change management and documentation.	20
11.4 Implementation, Methodology, and Conversion Services	
The current lead-time before implementation. The ability to convert, deliver, and install software within an acceptable timeframe determined solely by the WVHA. Ability for WVHA staff to access software without restriction should WVHA decide not to purchase yearly maintenance and purchase support based on Time and Materials.	20
11.5 Training Services	
Training services include training approach, education options, and training with like or test system.	10
11.6 Bonus Points	
Bonus points awarded for most complete software package for meeting the needs of this RFP as well as future WVHA needs. Future goals include but are not limited to enterprise-wide document imaging. Product must be a current, not future, product offering.	10

12. Contract Award Procedure

The WVHA will make an award based on the proposal that best conforms to the solicitation and is most advantageous to the WVHA. The point ranking system as outlined in this RFP is designed to assist the WVHA in determining those proposals which best conform to the solicitation. The WVHA will discuss the proposals with one or more vendors based upon results obtained from the ranking.

The WVHA may award the contract based upon criteria other than the lowest price. As noted in the ranking process, proposals will first be ranked on technical evaluation.

If all proposals do not meet the WVHA criteria or the satisfaction of the BOC, the software contract may not be awarded.

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

12.1 Contract Conditions

By completing, and submitting, the Proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the WVHA, including the contract clauses already attached and identified in this RFP including General Conditions. Accordingly, the WVHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

12.2 Contract Form

The WVHA will not execute a contract on the successful proposer's form--contracts will only be executed on the WVHA form (please see sample CONTRACT FORM, ATTACHMENT O), and by submitting a proposal the successful proposer agrees to do so (please note that the WVHA reserves the right to amend this form as the WVHA deems necessary). However, the WVHA will, during the RFP process (prior to the submittal deadline), consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the WVHA to do so; but the failure of the WVHA to include such clauses does not give the successful proposer the right to refuse to execute the WVHA 's contract form. It is the responsibility of each prospective proposer to notify the WVHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The WVHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the WVHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

Please note that the WVHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

12.3 Assignment of Personnel

The WVHA shall retain the right to demand and receive a change in personnel assigned to the work if the WVHA believes that such change is in the best interest

of the WVHA and the completion of the contracted work.

12.4 Unauthorized Sub-Contracting Prohibited

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

12.5 Contract Period

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

12.6 Licensing and Insurance Requirements:

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

An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

An original certificate evidencing General Liability coverage, naming the WVHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the WVHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

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

An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

12.7 Right To Negotiate Final Fees

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

12.8 Contract Service Standards

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

13 Attachments

ATTACHMENT A: NON-COLLUSIVE AFFIDAVIT

Project: Housing Management Software

Project #: RFP CO-2023-001

Location: 204 SW Walnut Avenue, Dallas, OR 97338

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he/she is _____

(Individual, partner, or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or 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 of conference, with any person, to fix the bid prices of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the West Valley Housing Authority (Housing Authority and Urban Renewal Agency of Polk County) or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

That I have examined and carefully prepared this proposal from the specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

That following this affidavit is a full and complete list of all subcontractors and the class of work to be performed by each, which the bidder proposes to use.

Company Name

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Signature

My Commission Expires

ATTACHMENT B: SPECIFICATION CHECKLIST

The following section is intended to provide a better understanding to the evaluation panel of the capabilities of the software module(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 #	<i>General Functions</i>	Yes/No	Comment
1	Does your software require users to exit the system during any month-end or year-end functions?		
2	Is there a limit to how many users can be in any one module at a given time? If so, how many?		
3	Can users be "locked out" or can data be "captured" prior to system taxing functions being performed.		
4	Ability to track user productivity		
	a. Ability to track the number of locked actions per each user		
	b. Ability to track the users access to a participant file/record		
	c. Can user's access be blocked at any time by the system administrator?		
5	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 and attached to client or landlord records. -Items outside the system can be archived, such as digital pictures, TIF, ADOBE PDF, and Microsoft Office documents.		
6	Provide detailed rent and utility allowance calculations, kept up to date with latest HUD requirements and formulas		
7	Integrated appointment calendar		
8	Integrated reminder system (like pop-up messages)		
9	A validation program that is fully compliant with the current HUD-50058 Technical Reference Guide		
10	Unlimited number of notes for tenants to indicate balances owed or previous problems with residents		

11	Ability to list the current HUD regulations and the current A&O Policy while entering the income, or deductions for a resident		
12	Tenant reports that can be filtered by project number, caseworker, and user defined codes and programs		
13	Reports on PIC submissions that will help maintain 95% or higher on all submission rates		
14	RIM audit verification procedure		
15	Ability to submit files to PIC without using the PIC Website		
16	The ability to exclude submissions by program type: e.g. - a button to exclude GRANT programs from submitting to PIC		
17	Ability to retrieve PIC error reports and store ticket numbers and PIC error reports		
18	Validation program that is fully compliant with the current HUD-50058 Technical Reference Guide		
19	Translate PIC errors into user friendly directions for corrections		
20	Ability to compare PIC records with System records to identify any records not currently in PIC system that are in our system		
21	Keep history of prior residents in unit		
22	Ability to set levels of security for users (i.e.: not everyone can change Master File of resident, not everyone can do adjustments to accounts)		
23	Search for a tenant account using the unit number, address, lease date, termination date, SSN or tenant name		
24	Tracks and maintains all data required for PHAS Reporting		
25	HUD compliance and error checking prior to completion of 50059 and/or voucher processing.		
26	Project Based Section 8 (New Construction) - 50059 processing capability and voucher submission processing.		
27	Initial training of all users by the software vendor.		
28	GAAP compliant accounting		
29	Dashboard features for the acctg modules		

30	Software Modules are arranged in a logical manner according to order of processing		
31	All modules integrated without needing to enter data for a second time in a different module.		
32	Data entry fields are arranged in a logical manner for ease of data entry; with pertinent information summarized on initial screen.		
33	Ability to review data integrity and accuracy before populating other modules		
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		
38	Organization has user group		
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		
41	Provide audit trails tracking user access to system and activity.		
42	Flexible, robust, user-friendly report writer feature available in all subsystems. Ability to modify canned reports and design own reports.		
43	Intelligent archive routines for all modules		
44	Complete test environment for all modules		
45	Users have the ability to print from system to local and network printers		
46	Queuing system for reports/printers and ability to check print status		
47	Ability to create fill-able custom forms and letters to be sent out to participants, applicants, tenants, and owners, including mailing labels		

48	Minimum of six (6) user data fields that can be used to input text of dates codes for searching/tracking and reporting		
49	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		
50	Ability to distribute reports via email		
51	Ability to export data to Excel or similar program		
Item #	<i>General Ledger</i>	Yes/No	Comment
52	Inter fund balancing – Software must comply with HUD’s asset management model and be able to post inter fund A/R’s and A/P’s down to the AMP level. Able to have both Manual and Automatic inter-fund transactions between Funds and Projects.		
53	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 Projects for both the Balance Sheet and Income Statement.		
54	Able to handle charging fee for service between projects and from a central cost center to the projects.		
55	Ability to block/control transaction posting to prior periods so no posting is done to the wrong year.		
56	Module posting – The posting to the general ledger provides the option of summary or detail level.		
57	Account set up – Multiple segment account numbers should be available and the ability to use any combination of segments between funds.		
58	Recurring Entries – Monthly recurring entries must be available for the posting of manual journal vouchers.		

59	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.		
60	Monthly postings – Ability to maintain multiple months open at any particular time to process in the future or at year end to process the yearend adjustments. Manage multiple year ends.		
61	Accommodate minimum of 3 account number segments (including Fund)		
62	Ability to designate “cross-walks” between FDS and G/L Accounts		
63	Ability for more than one user to print reports simultaneously		
64	User defined inter-fund account numbers		
65	Ability to create inter-fund transactions automatically		
66	Ability to assign inter-fund accounts		
67	Ability to run a GL by user defined parameters		
68	Ability to drilldown to detail information from the GL system to all interfacing subsystem		
69	Ability to view Transaction source and origin in Accounts		
70	Ability to support multiple allocation tables		
71	Capability to process subsequent year transactions before completely closing previous year.		
72	Capability to deactivate accounts from further posting without deletion.		
73	Capability to tie GL number to FDS number and facilitate transmission to REAC.		
74	Ability to hide or mask deactivated accounts.		

Item #	<i>Budgets</i>	Yes/No	Comment
75	Project Based – The software should allow for input and posting of multiple budgets within a specific fund for project based budgeting.		
76	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.		
77	Dashboard feature – A dashboard feature showing summary totals as well as detail total should be available to non-finance department personnel. The feature should be restricted to a read only and access only after security set up.		
78	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.		
79	Financial Reporting – After monthly postings, a feature allowing the user to email statements to other users.		
	a. Ability to export and import data for the budget.		
	b. Able to spread automatically over 12 months		
80	Ability to enter annual approved budget amounts for each department or cost center		
81	Ability to track all actuals against approved budget amount by division, project or fund		
82	Automatic and seamless interface to all other software modules		
83	Full bank reconciliation part of program		
84	Prohibit posting of out of balance JEs		
85	Capability to automatically allocate portions or percentages of budgets between accounts.		

Item #	<i>Grant Management</i>	Yes/No	Comment
86	Able to display all invoices and by which BLI they are related to the grant.		
87	Able to manage grants spanning multiple years.		
88	Ability to automatically update Budget and General Ledger when grant is modified.		
89	Ability to set milestones for each grant including target dates and actual dates.		
90	Ability to track costs by grant, phase, budget line items, budget categories and by contract.		
Item #	<i>Capital Assets</i>	Yes/No	Comment
91	Entry – Ability to post to the capital asset system manually or an interface from accounts payable.		
92	Ability to enter capital assets at zero book value to track the asset.		
93	Depreciation – Ability to post from capital assets to the general ledger based upon the cost center/project purchased from on either a monthly or annual basis.		
94	Ability to determine the useful life years and the method of depreciation.		
95	Balancing – Reports must be available to balance the posted capital asset system to the general ledger system by fund/cost center/projects.		
96	Physical inventory reports – Annual physical inventories require listings of capital assets. These reports must list the physical location of all capital assets by site (not project charged, assets may be located at a site other than where it was purchased).		
97	Inventory tags – Ability to have the tags scanned.		
98	Warranties – Capital asset inventories must be tracked through the system.		
99	Disposition – All disposed assets must still be maintained in a disposed file in the event of assets requiring reinstatement.		

100	Ability to produce reports at the AMP or fund level for disposal and /or additions for any part of the fiscal period.		
101	Ability to track assets by fund or account in the general ledger.		
102	Ability to reinstate a capital asset which has previously been written off or disposed of.		
103	Integrated electronic filing system (document imaging system) to maintain warranties, purchase agreements, service contracts, etc.		
104	Ability to group assets by user defined type of asset (vehicles, office equipment, computers, etc.)		
Item #	<i>Requisitioning and Purchasing</i>	Yes/No	Comment
105	Ability to enter on-line requisitions		
106	Ability to automatically e-mail notifications to alert approvers when a requisition needs to be reviewed.		
107	Ability to inquire from vendor level all open and closed purchase orders		
108	Ability to inquire for user entered Buyer all open and closed purchase orders		
109	Ability to set and hold to budget parameters for a purchase order		
110	Ability to print receiving documents by: Purchase order number, date, receiver		
111	Ability to enter contracts and edit at any time		
112	Ability to track purchase orders against a particular contract.		
113	Ability to identify vendor as minority vendor		
114	Ability to enter and update vendors be restricted by security levels		

Item #	<i>Accounts Payable</i>	Yes/No	Comment
115	Record each vendor record with the following basic criteria:		
	a. Vendor Name		
	b. Attention Line		
	c. Address		
	d. City, State, and Zip Code		
	e. Phone Number		
	f. Tax Identification		
	g. 1099 if meet defined criteria and allow for various types – Misc, Int, etc.		
	h. Vendor Type		
	i. Minority and Classification codes		
	j. Vendor terms		
	k. Alternate address feature		
116	Automatically warns user if a duplicate entity number is entered (Social Security/ Federal Tax Identification), from any module within the software program		
117	Organize vendor database by both vendor name and unique vendor number		
118	Include list of individual invoices in each vendor's record		
119	Vendor records split between outstanding and history invoices		
120	Invoice number query by vendor		
121	Each invoice record can have an unlimited number of line items		
122	Real-time and/or batch posting and data entry		
123	Multiple levels of holds for invoices		
124	Automatic warning of duplication of Accounts Payable invoices		
125	Automatic posting of a current payment to a future accounting period		

126	Global payment of invoices to be run by due date		
127	Set-up features for recurring payments that are amendable		
128	MICR check encoding		
129	Positive Pay bank verification capability		
130	Produce check registers with multiple levels of detail		
131	Automatic check voiding and invoice reinstatement		
132	Unlimited banks and bank accounts with the ability to print checks from any account self-balances between funds and projects for A/P entries.		
133	ACH payment files to Tenants and Landlords		
134	ACH pre-note functionality to test the file submissions prior to funds transfer		
135	Ability to email payment advice to tenants and landlords.		
136	Easy to navigate screens that allow tabs, arrows, or graphics based screens with drill-down and shortcut icons		
137	The Accounts Payable program to integrate with all, other modules.		
138	Generate separate vendor and landlord audit reports prior to 1099 production		
139	Combine vendor and landlord data from Accounts Payable and Section 8 programs		
140	Produce 1099 form for each tax entity (individual or organization)		
141	Print 1099 forms and mailers and produces a data submission file for transmission to the IRS		
142	Archive 1099 history		
143	Process 1099 MISC forms via laser printer		
144	Ability to distribute costs across funds and projects based on agency defined distribution rules (percentages to each).		
145	Integrated electronic filing system (document imaging system) to original invoices, vendor contracts, 1099s, W-9s, etc.		
146	Able to have separate fund checking accounts or to have one central bank account for numerous funds/projects rather than individual project accounts.		

147	Ability to enter manual check into the system.		
Item #	<i>Tenant Accounting</i>	Yes/No	Comment
148	Ability of automatic posting of payments to resident's accounts		
149	Maintain security and pet deposits separately		
150	Accrue interest on security and pet deposits based on user defined table		
151	Write-off feature for inactive tenants		
152	Bankruptcy feature for active and inactive tenants		
153	Ability to select which charges (or account) payment is to be applied to		
154	Ledgers with current and past transactions on all accounts (both active and vacated). Complete audit trail for all activity on tenants accounts		
155	Customized letters for notifying residents of billing on their accounts (Pull information directly from file)		
156	Periodic reporting module to provide audit tracking and review information for both daily and monthly financial data		
157	Process for month-end reports and printing rent statements		
158	Ability to enter alternate addresses for residents for either evictions or second party processing paperwork		
159	Ability to create report for a ledger of rent/charges paid for tenants		
160	Ability to track move-in and move-out dates by family member		
161	Ability to enter and bill residents living in units owned by Housing Authority that are not under any HUD program		
162	Ability to manage tenants in two programs (i.e. a voucher holder living in an WVHA-owned tax credit building)		
163	Ability to charge maintenance charges, etc.		
164	Ability to set up repayment agreements for either rent, maintenance charges, or pet deposits		

165	Ability to apply late fees to accounts in different programs – automatically based on set parameters or manually (different rules for separate programs)		
166	Ability to interface to Accounts Payable for automated Tenant UAP check processing.		
167	Ability to vendor pay UAP payments.		
168	Ability to integrate with other software modules i.e., Wait list, Recertifications, General Ledger, Inspections, Work Order, Custom or third party report writer.		
169	Maintains audit trail on resident accounts.		
170	Prepares delinquent listings and notices.		
171	Ability to post maintenance charges from the work order program.		
172	When moving in a resident, automatic check to determine if unit is vacant.		
173	Tracks lease terminations – court dates and court numbers. Provides summary reports to take to court.		
174	Able to update the utility allowances in the unit records without affecting the resident's rent calculation.		
175	The ability to stop an applicant from being sent to a unit unless all information is on file (i.e.: Social Cards, Birth Certificates, and current income verification for all family members).		
176	Tracks tenant movement within units and programs		
177	Ability to enter promo/free rent in tenant accounts		
178	Ability for multiple employees to run aging reports at the same time		
179	Ability to search by unit		
180	Ability to track credit adjustments on tenant accounts		
181	N/A		
182	Report showing rent or HAP amount changes		
183	Ability to adjust Public Housing rent amounts if the software calculates different from PIC		
184	Ability to deactivate automatic rent pro-ration at move-in and move-out		

185	Tracking of elderly and handicap households		
Item #	<i>Inspections</i>	Yes/No	Comment
186	Comprehensive HQS inspection system Ability to schedule various types of inspections for Section 8 units		
187	Inspection system interfaces with Section 8 units to reduce data entry		
188	Inspection system notification letters for tenant and landlord (or agent)		
189	Interface of HQS inspection subsystem with handheld		
190	Please identify handheld device name/manufacture (Don't currently have but would like to pursue.)		
191	Ability to reschedule and re-notify tenant / landlord for cancelled / no show inspections		
192	Ability to track and update results of HQS inspections and owner repair.		
193	Integrates with work order system to generate work orders, if needed.		
194	Ability to track HQS failures by landlord		
195	Ability to hold landlord payments pending unit repair.		
196	Ability to track inspection history by inspector, unit, inspection type and inspection result		
197	Ability to track days to re-inspection for units which failed initial inspection		
198	Ability to flag clients who have not had HQS inspection within user defined timeframe and produce report		
199	Ability to flag clients who have not had income reexamination within user defined timeframe and produce report		
200	Ability to track clients who with missed/rescheduled appointments and reason		
201	Maintain historical data on unit inspection, to include initial date and status and unit pass date		
202	Ability to link inspection photo's electronically to inspection screen		
203	Follows the complete UPCS inspection protocol.		
Item #	<i>Public Housing & Section 8 - Housing Choice Voucher Programs</i>	Yes/No	Comment

204	Reports can be maintained on PIC submissions that help to maintain 95% or higher on all submissions rates.		
205	Month-end processing can be performed while users are logged in the system		
206	Ability to issue HAP payment any time before, after, or on the 1 st of the month		
207	Automated Briefing Packages (Public Housing Lease Up Package) - A complete briefing package is created to include Voucher, Request for Tenancy and HA specific documents.		
208	Automatically calculates Earned Income Disallowance		
209	Does your system offer an Online Landlord Portal?		
	If Yes, can Landlords:		
	a. View check history with detailed information?		
	b. Re-print 1099s?		
	c. View property information for their units?		
	d. View contract information (HAP, TTP, URP, etc) for each unit?		
	e. View upcoming inspection schedules?		
	f. View detailed results of property inspections, including deficiencies?		
	g. Communicate with inspectors?		
	h. Download various forms as defined by the housing authority?		
210	Ability to identify landlords that are no longer eligible due to non-compliance		
211	Portability, including Port-ins and Port-outs, and the ability to automatically generate HUD Form 52665 at the click of a button.		
212	Electronic memorandums that document, date, and time stamp user notes and "off-line" activities.		
213	Family language indicator		

214	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).		
215	Historical data for units that have been on the program (Tenant/Landlord History).		
216	Capability to key monthly recurring adjustments with an area to key information in as to why these adjustments are recurring.		
217	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.		
218	Owner, property manager, and/or landlord listed on a single screen with the ability to input notes.		
219	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.		
220	Software should have the capability to invoice a Landlord that owes money to the housing authority.		
221	Type 13 - 50058: Inspection dates must update any pending 50058.		
222	Data validation prior to HUD IMS/MTCS/PIC submission: System verification required to prevent PIC errors to the greatest extent possible.		
223	Automatically up-date ages of all household members when keying based on effective date of 50058		
224	Flag any incomplete fields required by HUD IMS/PIC/MTCS systems and block further processing until complete with valid entries		
225	Retroactive rent and utility payments: Generate calculations automatically based on updated information.		
226	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.		

227	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.		
228	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.		
229	Correct accounting/invoicing adjustments for landlords: Flag landlords (EIN) no longer participating in the program with balances due to automatically deduct any balances when a new unit is put under contract. Include automatic generation of a letter/invoice to the landlord explaining the deduction. (Across all programs – i.e. if a landlord owes us for an HCV but we owe them for SPC – it should deduct the amount owed from the SPC amount.)		
230	Generate monthly landlord payments.		
231	Capable of producing VMS data for HUD reporting.		
232	HAP charged to correct month for reporting.		
233	Mid Month HAP tracking and reporting.		
234	Voucher count for end of month along with the 1st of the month.		
235	Capability to maintain a master list of rental units including all information to perform HCV rent reasonableness test and provide sortable rental listings reports to applicants and participants.		
236	Ability to pay HAP multiple times per month		
237	Report for statistics of ending of participation in program and move-out, including reason for action		
238	FSS specific reporting fields for calculating and tracking escrow, goal assessment; enrollment progress and exit forms (Contract Participation (HUD 52560)); referral information, Logic Model reporting, etc.		

Item #	<i>Recertifications: Public Housing, Section 8, LIHTC</i>	Yes/No	Comment
239	Maintain individual records which contain complete income, assets, expenses and references to include:		
	a. Personal, bank and credit		
	b. Track community service		
	c. Automatically calculates Earned Income Disallowances		
	d. FSS contracts, forms, escrow calculations, tracking and maintenance		
240	Tracking of minimum rent and zero income households.		
241	History of past 50058's and history of unit, listing past residents even if they have moved out.		
242	This module needs to integrate with the Tenant Accounting module.		
243	Ability to put certifications on hold, start/complete another certification for the same tenant, and resume the original certification.		
244	Tracks needed signatures on lease riders, for all adult members in the unit.		
245	Supervisors can track the progress of recertifications.		
246	Reasonable Accommodations tracking of extra bedrooms		
	a. Tracking/Flagging all participants granted reasonable accommodations like extra bedrooms in the inspection paperwork to verify client is utilizing room for intended purpose.		
247	Per user calendar or pop-up notifications for upcoming and/or missed: recertifications, paperwork due dates, and appointments		

Item #	<i>Waiting List</i>	Yes/No	Comment
248	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.		
249	Estimate rent calculations using the income, assets, expenses and deductions.		
250	Ability for applicants to apply online via website and have application information flow into Wait List program.		
251	Ability for applicants to check the status of the Wait List		
252	Ability to pull vacant unit information daily. To identify and schedule them quickly with the developments is critical to our lease up time.		
253	To identify clients that need accessible housing and units that meet these needs.		
254	Applications/Waiting List – multiple waiting lists w/preference points ranking, income targeting categories.		
255	Application data transfers to Move In data.		
256	Ability to track information on LEP to identify applicants and participants that require an interpreter.		
257	Report for statistics of denied applicants, including reason for denial.		
Item #	<i>Contract Administration</i>	Yes/No	Comment
258	Project Based Section 8– 50059 processing capability and Voucher submission processing.		
259	Market-Rent or non-subsidized portfolio.		
260	Post Rent/HAP to accounts.		
261	M/I and M/O accounting.		
262	HUD compliance and error checking prior to completion of 50059 and/or voucher processing.		
263	Manual and automated adjustments on Voucher processing.		
264	Capability to receive TRACS error messages.		

265	Work Order system – capability to track individual staff person data also needs to allow multiple line items per work order for tracking.		
266	Interface to A/P module to automatically generate utility allowance checks and direct pay utility vendors.		
267	History of previous 50059s are stored and available for viewing.		
268	Verification processing – ability to automatically generate for each household member w/merged data (would prefer some type of tracking system).		
269	Special Claims processing, vacancy loss processing.		
270	202c TRACS compliance.		
271	iMAX TRACS submission.		
272	Waiting list history (showing who and when moved in).		
Item #	<i>Work Order</i>	Yes/No	Comment
273	User-defined fields – How many per module?		
274	User-defined and 1000 (minimum) task code capability – minimum 4-digit field preferred.		
275	User-defined work descriptions on a pull-down menu		
276	Pull Work Orders for PHAS Reporting		
277	Unlimited lines and character spacing in the work order description area		
278	Available space for side notes that do not appear on the printed work order		
279	Generate work orders by unit #, address, AMP/site or tenant name		
280	Generate multiple work orders for one address by selecting the address only once		
281	Have multiple work items and multiple employees appear on a single work order		
282	Designate "Pet In Unit" once for an address and have the designation default on subsequent work orders for the same address.		
283	Copy and paste a work description from one work order to another		

284	Ability to notify someone of a Skilled Trades work order issued for their area by someone in another area (FYI with "Read only" capability).		
285	Ability to repeat standard labor information for the same employee when entering several labor entries on one work order (e.g. employee #).		
286	Inventory and labor together on the work order for cost per work order		
287	Track the date, time and function performed by users of a specified work order		
288	Track data to determine PHAS percentages by AMP or multiple selection criteria and produce a worksheet containing a breakdown of same.		
289	Flag or color-code emergency work orders not abated within 24 hours		
290	Flag non-emergency work orders not completed within 3 days.		
291	Ability to schedule monthly, weekly and daily planned periodic maintenance		
292	Preventive maintenance scheduling		
293	Option to specify a start time to appear on all preventive/periodic work orders		
Item #	<i>Payroll Features</i>	Yes/No	Comment
294	Does your software have a Payroll module?		
295	Meet all federal reporting requirements.		
296	Meet all state of Oregon reporting requirements.		
297	Ability to print W2 forms on plain paper or preprinted forms		
298	Send W2 and 1099 electronically to the IRS and State of Oregon, in proper formatting		
299	Ability to show pension		
300	3rd party sick pay and statutory employee		
301	Ability to adjust manually		
302	Ability to combine employer and employee paid HSA		
303	Ability to handle Section 125 pre-tax deductions.		
304	Ability to interface to bank(s) for direct deposit and/or print checks		

305	Does the Payroll module interface to the General Ledger Module?		
306	Do benefit costs follow pay period payroll allocation expenses?		
307	Can benefit costs be interfaced to the General Ledger Module?		
308	Can your Payroll module process direct charges to specific cost centers as well as to a default allocation table?		
309	Can payroll checks be voided and balances restored to pre-check amounts?		
310	Report of GL codes charged by employee for user-defined period		
311	Report of total number of hours per pay code		
312	Report of hours per GL code per person		
313	Report of employee pay history		
314	Ability to run trial report with GL codes		
315	Can file maintenance be performed on employee payroll allocation as needed? (Bi-weekly)		
316	Ability to track paid leave		
317	Ability for paid leave accrual to automatically adjust on employee anniversary date		
318	Ability to track Sick time		
319	Ability to track Comp time		
320	Can you pay employee's multiple rates within the same pay period?		
321	Does your software have a Time and Attendance module?		
	If Yes, please answer the following:		
	a. Ability to accrue Comp time at one rate (1.5) and expend it on an hourly basis?		
	b. Can employee time be captured electronically?		
	c. Can manual file maintenance be done to the data?		
	d. Can this function be controlled with security?		
	e. Can exception time be pre-scheduled?		
	f. Can your software manage multiple vacation entitlement/accrual rates?		

322	Does your software provide an Online Employee Portal?		
	If Yes, please answer the following:		
	a. Can employees view their payroll history?		
	b. Can employees view their available leave time?		
	c. Is this feature controlled by security so that employee's cannot view other employee's information?		
Item #	<i>Open Market Rate Units</i>	Yes/No	Comment
323	Database for Open Market Rate Rental Units.		
324	Track Open Market Rate tenants similar to Public Housing.		
325	Software allows the transfer of clients between programs (From Open Market to Section 8 or Section 8 to Open Market).		
326	Software can maintain clients in multiple programs (a voucher holder in an Open Market unit).		
327	Software maintains separate accounts for Open Market High-Rise Tracking.		
328	Maintain and print Open Market Lease Up packets		
329	Software contains an "Executive Summary" of current status of Open Market Rate Lease Ups, Vacant units, Work Orders, and Damage Claims.		
Item #	<i>Construction Management</i>	Yes/No	Comment
330	Ability to link Construction Documents on line (original contract, drawings, etc.)		
331	Ability to track costs by project		
332	Ability to track purchase orders by project		
333	Ability to track costs by budget line item		

334	Ability to track subcontractor's and subcontract costs/budgets		
335	Ability to track payments made on a contract to General or Subcontractor		
336	Ability to calculate retention withheld and to reduce percentage of retention withheld on Periodic Estimate payments to contractors. System allows for a "pay retention" function to cut a check once contract is successfully completed, for multiple progress payment retention withheld.		
337	Ability to modify Job Cost Codes for construction costs		
338	Ability to track the number, amount and description of each change order in a contract. System can track multiple change orders		
339	Ability to track construction schedule and the % of contract expended		
340	Ability to enter multiple simultaneous project budget amounts		
341	Ability to add user defined fields		
342	Ability to set up new jobs based upon previous jobs completed in the system		
343	Interface with purchase order, accounts payable and general ledger systems		
344	Ability to user define which General Ledger Account is linked with each specific Job Cost Code, and updates General Ledger real time.		
345	Includes a "draw" process for job funding which includes the ability to produce the AIA G702 and G703		
346	Construction budget revisions are secured by users and provide for an audit trail of who and date/time completed the revision.		

347	Ability to track daily reports		
348	Ability to download into Excel spreadsheet format		
349	Ability to download into Access database format		
350	Reports to track contracts, their payments and retention amounts		
351	Reporting to track construction schedules		
Item #	<i>Resident & Community Services</i>	Yes/No	Comment
352	Ability to track all residents annual income and income type for history of clients		
353	Ability to track education, vocational training and certificate programs client has received		
354	Ability to track languages spoken by resident and in a translator is needed for communications purposes		
355	Ability to track employment history for each family member, including all section 3 hires		
356	Ability to track services needed for clients and all family members services to include:		
357	Ability to track clients various civic involvement and time spent on each obligation		
358	Produce reports and mailing labels for user entered criteria such as sites, age groupings, and support services		
359	Produce family composition reports within each housing function (wait list, housing program, etc) based on user defined criteria		

360	Produce reports for each clients case management assessment		
361	Produce reports for each clients support services requested		
362	Produce reports for each clients follow through on all referral made		
363	Produce reports for each clients civic involvement		
364	Produce reports by case manager for all clients serviced		

ATTACHMENT C: VENDOR QUESTIONS

ITEM #	QUESTION	RESPONSE
1	How many employees does your business have in each functional area (sales, support, R&D, etc.)?	
2	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?	
3	Does your company outsource programming/development? If so, please describe.	
4	How many Housing Authorities are current clients?	
5	Does your company market strictly to Housing Authorities? If not, what percentage of your company is dedicated to Housing Authorities or HUD business?	
6	When was the proposed software system first created?	
7	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.	
8	What are the responsibilities that will be required of the WVHA 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 WVHA project team?	
9	Describe how you setup the system to meet the needs of the WVHA.	
10	Describe your company's philosophy on customization.	
11	Will the WVHA train with our converted data or sample/dummy data?	
12	Describe data conversion assistance you will provide during implementation from the current system?	
	Will the WVHA retain its "known identifiers"?	
14	What is your process of converting the WVHA's existing forms and letters?	
15	Will your System require WVHA to run older software in parallel with your software solution?	

16	Describe in detail the customer support services that are provided by your company.	
17	Will the WVHA be assigned an account representative who will work with us through implementation?	
18	Is 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?	
19	Do you charge for telephone support if the reported problem is a customer / user problem and not a software problem?	
19a	a. If yes, what is the current cost, minimum rate, or charge.	
20	Do you provide an Internet Site with FAQs (Frequently Asked Questions), updates, software patches, device drivers, etc.?	
21	What do you offer for training to new employees of the WVHA who are hired after implementation?	
22	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?	
23	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?	
24	Is system maintenance included in the license fee for the software?	
25	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?	
26	Describe how your customers influence and contribute to the content of the enhancement update.	

ATTACHMENT D: DATA CONVERSION CHECKLIST

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

Item #	Item	Yes / No
1	Active and Inactive Landlords	
2	Active Waiting List(s)	
3	Bank Accounts	
4	Check Formats	
5	Check Registers	
6	General Ledger (36 months of detailed transactions minimum)	
7	General Ledger Chart of Accounts for each fund	
8	Inactive Applicants (36 months of history minimum)	
9	Inspection History (36 months of history minimum)	
10	A/P Invoice History (36 months of detailed transactions minimum)	
11	Payroll Deductions and Distributions	
12	Payroll History (36 months of detailed transactions minimum)	
13	Payroll information for Housing Authority Employees	
14	Recurring A/P Invoices	
15	Tenant utility information for UAP	
16	Active and inactive voucher holders (36 months)	
17	Active and inactive tenants (36 months)	
18	Active units of section 8 vouchers	
19	Section 8 Properties	
20	Public Housing Properties	
21	LIHTC / HOME / HTF Properties / Units	
22	Tenant Receivables	
23	Tenant Deposits and accrued interest	
24	Tenant Contracts	
25	Tenant Dependents	

26	Tenant Expenses	
27	Tenant FSS Information	
28	Tenant Income	
29	Tenant Notes in current system (36 months of history minimum)	
30	Tenant References	
31	Units / Buildings/ Entrances	
32	Vendor Information	
33	Waiting List Preferences & Weights	

ATTACHMENT E: IMPLEMENTATION PLAN

Please provide information in the following format. Be sure that each of the following questions/concepts is addressed:

- 1) Describe your company's implementation plan.
- 2) What are the responsibilities that will be required of the WVHA and what are the responsibilities that will be covered as part of your company's services?
- 3) What technical and non-technical resources need to be represented on the WVHA project team?
- 4) Describe your plan to coordinate any required hardware upgrades.
- 5) How soon can you deliver the software applications after contract execution?
- 6) What tools are provided with the system to support user customization?
- 7) Describe your company's philosophy on customization.
- 8) Provide an Organizational chart that describes the team members that will be involved with the implementation and describe how the implementation plan will be created?
- 9) Provide references for similar data conversions with other clients.

ATTACHMENT F: TRAINING PLAN

Estimates on the number of users to be trained for each WVHA department can be determined by using the WVHA's Organization Chart

Please provide information in the following format. Be sure that each of the following questions/concepts is addressed:

- 1) Describe your Database Management and User Training Approach.
- 2) Describe the training/education options available to your customers for the proposed hardware environment.
- 3) Describe the PC configuration necessary for training.
- 4) Will there be an exact replica to the system on-line which can be used during implementation and training? If not, can this be added and at what cost?
 - a. Describe your user training process for new implementations and enhancements.
 - b. Describe On-Site training you may provide.
 - c. Describe web-based training you may provide.
 - d. What is the average number of trainees in your classes?
 - e. How much of your training class is hands-on?
 - f. Approach for ongoing training?
 - g. Provide all documentation pertinent to training.

ATTACHMENT G: DATA CONVERSION PLAN

Please provide information in the following format. Be sure that each of the following concept/question is addressed:

- 1) Describe data conversion assistance you will provide during implementation from the current system?
- 2) Can you convert existing data – provided that the WVHA supplies you with the record layouts?
- 3) Will the WVHA retain its “know identifiers” such as Client number, Section 8 Contract Number, Purchase Order Number, Conventional unit number, etc?
- 4) Do you provide sample data with which to conduct system installation verification testing? Describe the testing process.
- 5) What level of support do you provide for the conversion from our current systems to the new one?
- 6) What is the recommended sequence of programs to be converted? And is it required to convert in that sequence?
- 7) Provide the steps that will be taken to cut over to the new system?
- 8) Does your System require the WVHA to run in parallel with older system(s)?

ATTACHMENT H: CUSTOMER SUPPORT SERVICES

- 1) Describe in detail the customer support services that are provided by your company.
- 2) Will the WVHA be assigned an account representative who will work with us through implementation?
- 3) 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?
- 4) Do you ever charge extra for telephone support if the reported problem is a customer/user problem and not a software problem?
- 5) Do you provide an Internet Site with FAQs (Frequently Asked Questions), updates, software patches, device drivers, etc?
- 6) Is there a formal User Group for the proposed product? Are there user conferences or training events? Describe.
- 7) Do you offer consulting services to assist a business in defining, designing, and implanting custom enhancements to your system? Are the consultants your own employees or do you recommend third parties?
- 8) 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?
- 9) Is system maintenance included in the license fee for the software?
- 10) 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?
- 11) Must customers request an update release or are they sent automatically?
- 12) What is your company's policy on keeping up with new versions of dependent products, such as the operating system or database system it runs on?
- 13) Describe how you determine the content of maintenance/enhancement releases.

- 14) Describe how your customers influence and contribute to the content of the enhancement update.
- 15) How many prior releases are supported?
- 16) Describe the contents of your system maintenance/update releases for the previous twelve (12) months and the date each was released.
- 17) If a product is discontinued or your company is sold, do you have any minimum guarantees for continued product support?
- 18) Beyond the initial install, does your proposed solution, or any software subsystem, require a monthly, quarterly, or yearly project key or code to allow continued use of the product?

ATTACHMENT I: REFERENCES

Provide a complete list of current clients and a minimum of three (3) organizations that are using your proposed system and who can be contacted for reference purposes. Include the following information:

1. Organization:
 Contact Person:
 Contact's Title:
 Contact's Phone Number:
 PHA Size:
 Section 8 Leases:
 Conventional Units:

2. Organization:
 Contact Person:
 Contact's Title:
 Contact's Phone Number:
 PHA Size:
 Section 8 Leases: Conventional Units:

3. Organization:
 Contact Person:
 Contact's Title:
 Contact's Phone Number:
 PHA Size:
 Section 8 Leases: Conventional Units:

ATTACHMENT J:

COMPLIANCE WITH SECTION 3

for
WEST VALLEY HOUSING AUTHORITY
204 SW WALNUT, DALLAS, OREGON 97338

For Project: **Housing Management Software**
#LF-RFP2023-001

INTRODUCTION

By developing and implementing this plan, subgrantees, contractors, subcontractors and consultants will comply with Section 3 of the HUD Act of 1968, which requires a good faith effort to:

1. Use low income project area residents as employees;
2. Use low income project area residents as trainees; and
3. Use project area small business concerns to obtain services and supplies.

DEFINITION OF SECTION 3 PROJECT AREA

The Section 3 project area boundary for activities under this Plan is Polk County.

Within this project area, first consideration shall be given to persons or small businesses located near the construction site.

PART I: STEPS PLANNED TO USE LOWER INCOME AREA RESIDENTS AS EMPLOYEES AND TRAINEES:

- A. The total number of employees I intent to use on this project is _____. The number of these employees that would be considered lower income project area residents is _____.
- B. The total number of trainees I intent to use on this project is _____. The number of these trainees that would be considered lower income project area residents is _____.
- C. Activities planned to meet hiring objectives include (check those applicable):
 - Recruit through local advertising media (include phrase "equal opportunity employer" in ad);
 - Recruit through signs, placed at project site;
 - Recruit by contacting community service organizations serving the project area;
 - Maintain a list of lower income residents who have applied for training positions and employ eligible applicants from this list;
 - Other _____

PART II: AFFIRMATIVE ACTION PLAN FOR USING SMALL BUSINESS LOCATED IN THE PROJECT AREA OR OWNED BY PROJECT AREA RESIDENTS.

- A. To the greatest extent possible, I will obtain services and/or supplies from small business concerns located within the Section 3 project area or small businesses owned in substantial part by residents of the project area.
- B. Of the _____ contracts to be awarded in connection with these project activities, _____ will be awarded to Section 3 project area small business (e.g., suppliers, subcontractors, etc.).
- C. Of the total \$ _____ estimated dollar value of these contracts, \$ _____ will be awarded to Section 3 project area small businesses.

PART III: OTHER AFFIRMATIVE ACTION ACTIVITIES

I agree to:

- A. Insert the regulations contained in 24 CFR Part 135, pertaining to Section 3, in all bid documents for project.
- B. Take steps to insure that contracts typically let on a negotiated rather than a bid basis will be let in this Section 3 covered project area.
- C. Cooperate with the WVHA Contract Compliance Officer in his/her efforts to provide assistance in the accomplishment and evaluation of these goals.

Date

Signature

Agency or Firm

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[X] Contracting Officer check if following paragraph is applicable

(d) Non-collusive affidavit.

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

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21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

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.**

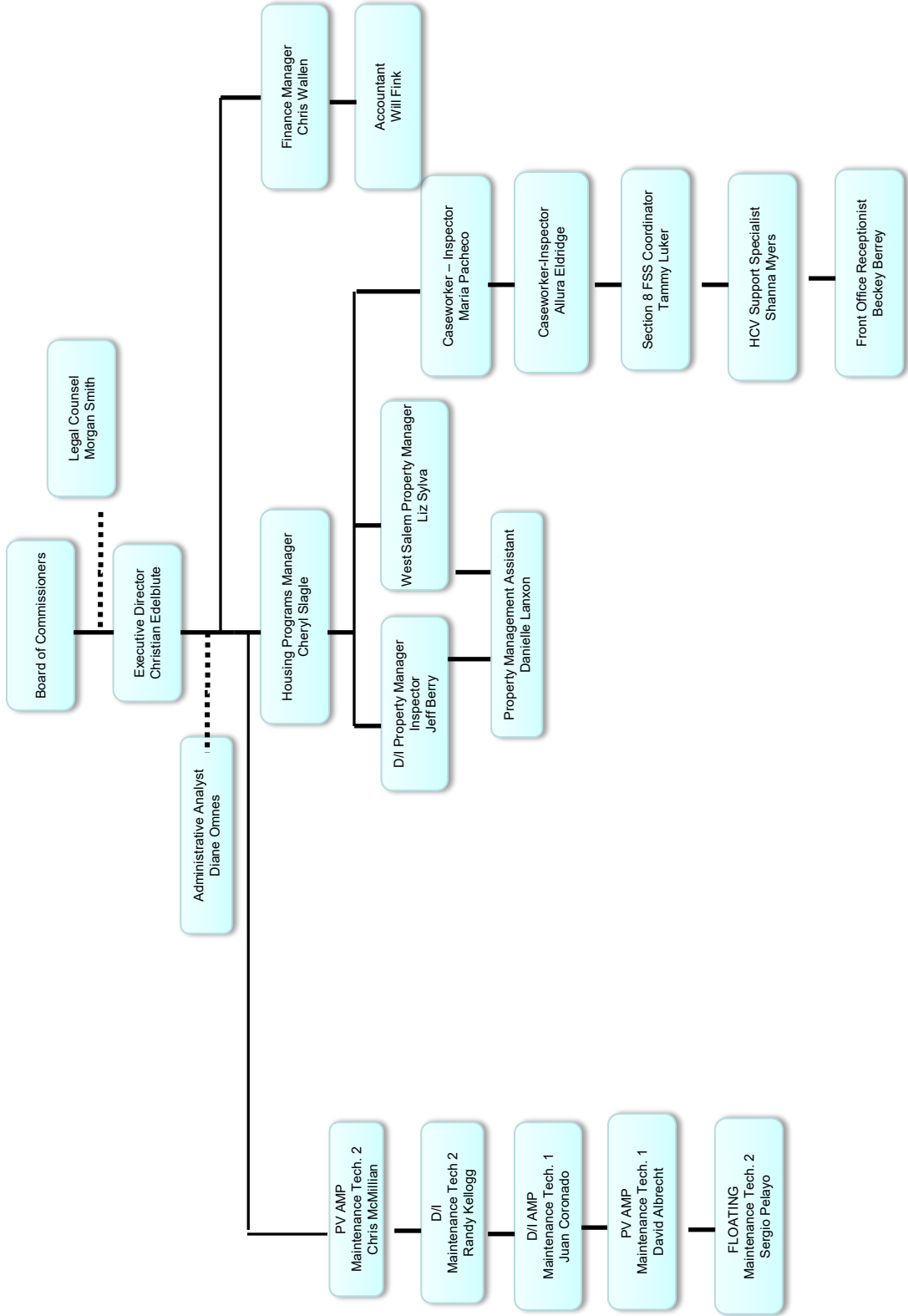
It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver 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:]

West Valley Housing Authority

Organizational Chart

June 2023



ATTACHMENT O:

FORM OF CONTRACT

CONTRACT FOR:
Housing Management Software
#LF-RFP2023-001

THIS AGREEMENT is made this 27th day of August, 2023 between the West Valley Housing Authority (hereinafter referred to as "WVHA") and _____ (hereinafter referred to as "Contractor"), a legal business entity authorized to conduct its business (particularly of the nature set forth in this contract) under the laws of the State of Oregon.

WITNESSETH, that the WVHA and the Contractor mutually agree as follows:

Article 1. Scope of Work: The Contractor shall furnish all labor, material, equipment and services necessary to perform and complete the work involved in switching from the WVHA's current housing management software to the Contractor's housing management software for all operations of the WVHA. All work required by this agreement shall be completed within 120 days of the signing of this contract. The Request For Proposal Packet, and any Addenda, are incorporated herein by reference and made a part hereof.

Article 2. The Contract Price: The WVHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, the sum of:

_____ Dollars **(\$00)**

Article 3. Contract Documents: The Contract shall consist of this Form of Contract and shall incorporate the component parts enumerated below:

- I. Request for Proposal dated – June 30, 2023
- II. General Conditions of the Contract

THIS INSTRUMENT, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

Article 4. Employment Opportunities: The Contractor shall offer Equal Opportunity in Employment and, to the greatest extent feasible, hire, and/or employ, low to very low income persons in compliance with 24 CFR Part 135 and Section 3 of the Housing and Urban Development Act of 1968.

Article 5. Termination for Cause & Convenience: The WVHA may terminate this Contract at any time due to failure of the Contractor to comply (or enforce compliance among

subcontractors) with any of the terms of this Contract. The WVHA shall provide the Contractor with a Notice to Stop Work and shall then establish a meeting with Contractor to discuss the basis for the Notice to Stop Work and the potential of termination of the Contract. If it is determined to be in the best interest of the WVHA to terminate this Contract before final completion of the work, the Contractor will be paid for the value of the material provided and the work performed up until the date of the Notice to Stop Work.

Article 6. Responsibility: All of the requirements of this Contract extend to the Contractor's sub-contractors with the ultimate responsibility for enforcement of compliance being that of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterpart(s) as of the day and year first above written.

ATTEST:

Business: _____

By: _____

Signature

Printed Name

Title: _____

Business Address/Telephone:

1234 ABC Lane
Woodburn, OR 97071
(503) 981-0933

ATTEST:

West Valley Housing Authority

By: _____ Christian Edelblute

Title: _____ Executive Director

Business Address/Telephone:

204 SW Walnut
P.O. Box 467
Dallas, Oregon 97338
(503) 623-8387

ATTACHMENT P: SUBMITTAL CHECKLIST

CHECK LIST Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submitted by the proposer.

- Attachment A – Non-Collusive Affidavit
- Attachment B – Specification Checklist
- Attachment C – Vendor Questions
- Attachment D – Data Conversion Checklist
- Attachment E – Implementation Plan
- Attachment F – Training Plan
- Attachment G – Data Conversion Plan
- Attachment H – Customer Support Services
- Attachment I – Reference Information
- Attachment J – Certification Section 3 Business Concern;
- Attachment K – Certifications and Representations Form HUD 5369-C;
- Attachment P – Submittals Checklist and Acknowledgement (this form)