

REQUEST FOR PROPOSALS

FOR

Operating Software



Housing Authority of the City of Cheyenne, Wyoming

**Cheyenne Housing Authority
3304 Sheridan Street
Cheyenne, WY 82009**

Executive Director, Greg Hancock

March 12, 2021

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INTRODUCTION

The Housing Authority of the City of Cheyenne (CHA) is soliciting Proposals from experienced firms to provide cloud-based housing authority operating software.

CHA currently uses Lindsey software for all of its major housing, maintenance, senior programs, and accounting functions. There are approximately 30 Users of the current system. CHA operates out of three physical locations, two different locations in Cheyenne and one location in Laramie. Virtual private network connection is required to support the needs of several employees. It is CHA's objective to integrate all agency functions and locations into the new system.

NOTE: Firms intending to respond to this RFP are requested to confirm receipt of the RFP via email to ghancock@cheyennehousing.org to ensure proper distribution of any addenda or answers to vendor questions. Failure to confirm receipt of the RFP will not disqualify any vendor from the bidding process. However, CHA will not be responsible for sending updated information to firms that did not confirm receipt of the RFP.

PROFILE OF THE HOUSING AUTHORITY OF THE CITY OF CHEYENNE

The Cheyenne Housing Authority (CHA) was created in 1971 to address Cheyenne's need for low income housing. CHA is a governmental entity and a public body corporate and politic created and operating under the laws of the state of Wyoming. Consistent with its mission to provide decent, safe, and sanitary housing to elderly, disabled, and economically disadvantaged families unable to obtain housing through conventional means, throughout its history CHA has continually expanded its operations to address housing and housing-related challenges in Wyoming, and now:

- serves as the public housing authority for Cheyenne and Laramie and owns, operates, and maintains 341 public housing units (266 units in Cheyenne and 75 in Laramie)
- administers the housing choice voucher program with 1,786 vouchers in Cheyenne, Laramie, Rawlins, Lander/Riverton, Cody/Powell, Sheridan, Buffalo, Gillette, and Wright
- administers 158 Veterans Assistance Supportive Housing vouchers in Cheyenne, Sheridan, and Gillette to end Veteran's chronic homelessness
- through the Project-Based Section 8 Contract Administration (PBCA) program on behalf of HUD performs statewide contract administration services for 51 properties with 2,165 rental units
- leases 19 units to Peak Wellness
- owns and operates 3 Wyoming Rehabilitation and Acquisition Program houses
- through the Family Self Sufficiency Program supports public housing and housing choice voucher program participant's work to become self-sufficient, and no longer dependent upon any federal subsidy
- sponsored the Welcome Home Wyoming program that to date has provided down payment assistance to more than 625 new homeowners
- owns and operates market rate rental units in Cheyenne including 32 townhomes serving the elderly in Foxcrest II, 7 single family homes, and 12 Weaver Road Apartments
- sponsored the formation of the Wyoming Housing Partnership, a new nonprofit organization that has acquired ownership interest in 88 units in Cheyenne and 20 in Powell. CHA manages the Cheyenne units on behalf of the Wyoming Housing Partnership

- provides a variety of services through the Laramie County Senior Center, including a multi-site nutrition program, senior social services, health enhancement services, family caregiver/respite care, and is the sponsor agency for the Retired and Senior Volunteer Program (RSVP) for Laramie County

RFP TIMELINE & RELATED INFORMATION

Contact person	Greg Hancock (307) 633-8320 ghancock@cheyennehousing.org
How to obtain RFP documents	1. Access cheyennehousing.org 2. Click on "RFP Opportunities" on the top menu bar 3. See Note in RFP Introduction
How to submit a response to this RFP	As instructed in Submission Requirements section. Please submit responses via e-mail, in pdf format to: ghancock@cheyennehousing.org
Deadline for Inquiries	1:00 PM MST, Friday April 16, 2021 See note in RFP Introduction
Vendor Response Submittal Deadline	1:00 PM MST, Friday April 23, 2021
Software Demonstrations by Finalists	To be scheduled during week of May 3, 2021
Anticipated contract award date	May 21, 2021

STATEMENT OF WORK

A. Minimum Functional Software Requirements

Listed below are the minimum general functional requirements of the software to be provided. If the proposed software does not meet any of these requirements, Respondent must include a detailed description of an alternate method by which this functional requirement would be accomplished.

1. Financial Applications:
 - a. General Ledger
 - b. Budgeting
 - c. Accounts Payable
 - d. Accounts Receivable
 - e. Tenant Billing
 - f. Purchasing and Requisitioning
 - g. Financial Reports
 - h. Fixed Assets
 - i. Inventory

- j. Capital Fund Management
- k. Grant Management
- l. Payroll

2. Housing Applications

- a. Applicant Wait List
- b. Unit Management
- c. Housing Quality Standards Inspections
- d. Low Income Public Housing including Tenant Management
- e. Low Income Housing Tax Credit
- f. HOME funds
- g. Housing Choice Voucher including Tenant Management and Portability
- h. Multifamily Housing including Tenant Management
- i. FSS program
- j. Online housing application
- k. Utility allowances

3. Maintenance Applications

- a. Work orders
- b. Material Inventory Control
- c. Property inspections
- d. Maintenance charges to tenants
- e. Procurement
- f. Report generation
- g. Letter generation

4. Document Imaging

- a. Convert documents into an electronic format
- b. Provides simultaneous access to the same document by multiple users
- c. Automatically organizes captured documents and information

5. Specification Checklist

The specification checklist in Attachment IX is intended to provide a detailed list of software features preferred by CHA. Please indicate on the checklist “yes” this feature is currently available or “no” it is not available; add clarifying comments in the Comments box or on additional pages if needed.

B. Data Conversion

Selected firm will migrate data from existing system, test for system functionality and data availability/reliability. Data conversion to include conversion of historical data for a minimum of the three most recent fiscal years.

C. Training

Training of CHA’s staff to include end-user, intermediate, and technical training to support the CHA’s ability to fully and functionally operate the new software program.

D. Technical Support

Ongoing technical support and system updates to consistently maintain compliance with federal requirements, promptly provide remedies to software problems, and implement product enhancements. Each proposal must include a full description of the Proposer’s standard maintenance and support agreements, including annual costs for these services to

the CHA. Include upgrade policy in Response. Include all support conditions, including available service times and processes for CHA's end-user and technical staff.

E. Respondent Experience

Respondent must be thoroughly familiar with the scope of work specified and have a base of housing authority customers currently using the proposed product(s). Respondent is expected to have the staff, technical expertise, experience, and financial resources to reliably install and support the proposed system. Respondent must thoroughly document its previous experience performing the Statement of Work, and qualifications of Respondent's staff assigned to this project.

F. System Installation and Support

Respondent will be responsible for the installation and testing of the system to the point of independent operation by CHA personnel. Respondent will provide support services needed to insure successful operation of the system including but not limited to:

1. Acceptance testing after installation
2. Conversion of data from Lindsey to the new system
3. Maintenance support for problem remedies, improvements, and regulatory updates
4. Training for end users, intermediate users, and technical staff as needed.

GENERAL

A. Current Software and Hardware and Environment

CHA employs a Microsoft Windows 2016/2019 Active Directory network environment running on a VMWare ESXi platform. Physical servers (2) are Dell PowerEdge R440s running Intel Xeon processors, 128GB of RAM and 12TB of combined storage. Typical specs for user workstations are Dell Optiplex 3020-3080 with a mix of mechanical and solid-state drives, 8GB of RAM running Windows 10 Professional 64-bit. There are approximately 30 total users. There is one remote branch that connects to the primary network via a gateway VPN and the two remote users access local applications by accessing a remote desktop hosted on the local network. Other than remote users all workstations are configured as thick clients. Communication is facilitated by an on-premise Exchange 2016 server. Internet connectivity is through a Spectrum Cable circuit running at 600Mb down and 25Mb up. Any vendor requirements that exceed the above specifications need to be detailed and noted.

1. Connected workstations: 28 Dell Optiplex computers, models 3010-3080 running Windows 10 Pro. Attached devices include: 13 desktops with a laser printer, HP models 401 or 501. 4 desktops with a scanner, Fujitsu model 7030. 3 desktops with a scanner, Fujitsu model 7160.
2. Network printers: 6 laser printers, HP models 401, 501 or 506.
3. Other networked devices: 2 copier/scanners, Xerox model C8155H. 3 Apple i-pads. 1 smart TV. 2 Dell Latitude laptops. 1 Dell Inspiron laptop. 2 Ubiquity wireless access points.

B. Process for Inquiries

All inquiries for clarification of items in the RFP must be submitted in via email to Gregory E. Hancock, Executive Director – ghancock@cheyennehousing.org.

The deadline for inquiry submittal is April 16, 2021. If additional information or interpretation of the RFP is necessary, such information will be supplied in the form of an Addendum that will be emailed to all Vendors that acknowledged receipt of this RFP. No Addenda will be issued by CHA within seven (7) calendar days of the proposed deadline. CHA responses to Vendor inquiries will be distributed to all responding Vendors.

C. Schedule of Activities

Release of RFP	March 12, 2021
Vendor Inquiries	March 12 through April 16, 2021
Deadline for Vendor inquiries	1:00 PM April 16, 2021
RFP Submission Deadline	1:00 PM April 23, 2021
Selection of top candidates	April 27, 2021
Interviews / Demonstrations	To be scheduled for week of May 3, 2021
Approval of Vendor	May 20, 2021
Creation of Installation / Data Conversion Plan	Negotiated
User Training	Negotiated
Conversion to new software system	November 1, 2021

D. Notes:

1. All proposals and material contained therein shall become the property of CHA upon submittal.
2. Regardless of the outcome, Respondent shall not hold CHA responsible for any expense in the preparation of its response to this RFP or in negotiating a contract.
3. The CHA will reject the proposal of any Respondent debarred by the U.S. Department of Housing and Urban Development (HUD).
4. The determination of the criteria and process whereby proposals are evaluated, and the decision as to a contract award, or whether or not an award shall be made as a result of the RFP, shall be at the sole discretion of CHA and its Board of Commissioners.
5. The CHA reserves the right to reject any and all proposals for any reason at its sole discretion.

SUBMISSION REQUIREMENTS

The CHA intends to select operating software on a “Best Value” basis, not a “Low Proposal” basis (“Best Value” in that the Housing Authority will consider other factors than cost in making the award decision). Therefore, so the Housing Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted herein:

RFP Section	Description
Attachment I	Submission Cover: This form is attached as Attachment I to this RFP. This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment II	Evidence of Ability to Perform Statement of Work: Provide thorough responses to all information requested.
Attachment III	Form HUD-5369-C, <i>Certifications and Representations of Offerors, Non-Construction Contract</i>: This form is attached as Attachment III to this RFP. This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment IV	Form HUD-2992, <i>Certification Regarding Debarment and Suspension</i>: This form is attached as Attachment IV to this RFP. This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment V	Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i>: This form is attached as Attachment V to this RFP. This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment VI	Affidavit: This form is attached as Attachment VI to this RFP. This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment VII	Form HUD-5369-B, <i>Instructions to Offerors, Non-Construction</i>: This form is attached as Attachment VII to this RFP. This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment VIII	Form HUD-5370-C, <i>General Conditions for Non-Construction Contracts</i>: This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment IX	Specification Checklist: For each item on the checklist, please indicate “yes” this feature is currently available or “no” it is not available. To make Proposals as clear as possible, Respondents are encouraged to add comments via an addendum, clearly identifying the software feature by section and number.
	Other Information (Optional): The respondent may include hereunder any other general information that the respondent believes is appropriate to assist the Housing Authority in its evaluation.

EVALUATION FACTORS

Selection of a successful respondent will be the sole discretion of CHA. A CHA evaluation committee will be established to review Offeror responses to this RFP. Proposals will be evaluated using the following evaluation criteria. Offerors will be selected based on the highest cumulative score, as provided below. The Authority, however, reserves the right to reject any and all proposals and to waive any informality in proposals received for any reason whatsoever.

Evaluation Criteria	Maximum Points
Software meets CHA's functional requirements without requiring modification or future development and/or vendor has the capacity to design and implement required modifications	30
Cost, including itemized list of initial and ongoing of software installation, implementation, project management, and training.	10
Support services include initial implementation, ongoing maintenance, system updates, regulatory-driven updates, service agreement, response time	30
Implementation Timeline: Ability to install software within the agreed-upon timeline	15
Training including method and materials	15
Total Points	100

ATTACHMENTS

1. Attachment I - Submission Cover
2. Attachment II - Evidence of Ability to Perform Statement of Work
3. Attachment III - Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract
4. Attachment IV - Form HUD-2992, Certification Regarding Debarment and Suspension
5. Attachment V - Form HUD-50071, Certification of Payments to Influence Federal Transactions
6. Attachment VI - Affidavit
7. Attachment VII – HUD 5369-B, Instructions to Offerors, Non-Construction
8. Attachment VIII – HUD 5370-C, General Conditions for Non-Construction Contracts
9. Attachment IX – Specification Checklist

ATTACHMENT I

Submission Cover

Instructions: The items listed below must be completed and included in the proposal submittal. Please complete this form by making an "X," where provided ("Item Included" column), to verify that the referenced completed form or information has been included with the hard copy submittal. Complete the Primary Point of Contact and Respondent's Statement as noted below:

Item Included (Check Box)	Submitted Items
	Attachment I - Submission Cover
	Attachment II – Evidence of Ability to Perform Statement of Work
	Attachment III - HUD-5369-C
	Attachment IV - HUD-2992
	Attachment V – HUD 50071
	Attachment VI – Affidavit
	Attachment VII – HUD 5369-B
	Attachment VIII – HUD 5370-C
	Attachment IX – Specification Checklist

Primary Point of Contact

 Name Phone Number E-mail Address

Respondent's Statement

The undersigned respondent hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if CHA discovers any information entered herein to be false, such shall entitle CHA to cancel any award with the undersigned party. Further, by completing and submitting the proposal, the undersigned is hereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by CHA.

 Signature Date Printed Name Company

<p style="text-align: center;">ATTACHMENT II</p> <p style="text-align: center;">Evidence of Ability to Perform Statement of Work</p>
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Please provide the following:

1. Company Profile:

Provide a summary of the firm specifically related to:

- development and provision of housing authority software
- number of employees in sales, development, support, training, and management functions
- location of physical facilities
- knowledge of HUD regulations and methods used to keep software current

2. Previous experience:

Experience performing the Statement of Work, and qualifications of Respondent's staff assigned to this project, including firm's ability to:

- meet the Minimum Functional Software Requirements listed in the Statement of Work

3. Installation and Conversion Process:

Describe the plan for:

- software installation/access
- verification of full functionality of software
- conversion of data from CHA's current software
- verification of correct/accurate data conversion

4. Customer References

Provide a list of at least five (5) current Housing Authority customers. For each reference, provide the following information:

- Name of Housing Authority
- Contact person's name and position at Housing Authority
- Telephone number
- Email address

5. Training:

Describe all training to be included in the proposed installation package for users and for the system administrator. Include:

- Initial training method
- Initial training frequency and duration
- The point in time the initial training will occur
- Ongoing training programs not included in the initial training

6. Maintenance and Support:

Describe maintenance plans offered. Describe the proposed service agreement, including:

- Support hours (normal and emergency)
- Method of support (phone, email, on-site, remote, ...)
- Support monitoring software
- Issues supported
- Issues excluded from support (if any)

- Maintenance services included (software patches, HUD or IRS regulation changes, customization, consulting, ...)
7. Installation and Maintenance Cost:
Itemize the cost for each specific component, including:
- Each software component
 - Each hardware component (if any)
 - User / administrator training
 - Installation / access
 - Data conversion from former software
 - Travel expenses (if any)
 - Year-one maintenance
 - Year-one total cost
 - All maintenance and support after year-one
 - Total cost year-two and beyond
 - Other costs not included above
8. Interview / Demonstration:
Confirm availability for a verbal interview, on-line product demonstration, or on-site product demonstration during the week of May 3rd, 2021.

ATTACHMENT III

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT IV

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

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

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

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

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

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

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

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

Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification (B)

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

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

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

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

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

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

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

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

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

Applicant		Date
Signature of Authorized Certifying Official		Title

ATTACHMENT V

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

ATTACHMENT VI

AFFIDAVIT

(Prime Bidder)

State of _____) ss.
County of _____)

_____ being first duly sworn, deposes and says:

That he is _____,
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 or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the Cheyenne Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an
Individual;

Partner, if the bidder is a
Partnership;

Officer, if the bidder is a
Corporation.

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

My commission expires_____.

a.

ATTACHMENT VII

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 initiated by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT VIII

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. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3800; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (without maintenance) greater than \$105,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 988.105) 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 thereof 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 therefrom, 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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

ATTACHMENT IX

Specification Checklist

Please indicate on the checklist “yes” to indicate that the listed feature is currently available, or “no” the feature is not available; add clarifying comments in the Comments box or on additional pages if needed.

Item#	General	Yes/No	Comment
1	Print to file in a variety of formats such as PDF, Excel, Word, etc.		
2	Close all ledgers/modules each month based on transaction date.		
3	Include 4 user defined fields, as a criterion when generating any report within all files.		
4	Detailed Manual/User guides for all functions.		
5	Cite various backup methods including pop-up reminders if any.		
6	Utilize user-friendly web-based tutorials and/or online help.		
7	Use methods such as hosting, cloud storage, and software enhancements (i.e. describe enhancements or software update within the past 12 months).		
8	Pull reports sourced from any database to be filtered by any number of fields (i.e. name, date, account, bedroom size, address, income, user defined fields, etc.).		
9	Use up to date word processing that imports tenant data and can be easily formatted.		
10	Flag participants that need multiple letters sent to them and their caseworker.		
11	Timely, reasonable, and knowledgeable on-call technical support (i.e. hours of availability, cost, etc.).		
12	Access cash account management features to assist in reconciling bank accounts.		
13	Integrate operating system requirements for workstation, server		

	environments, including wireless.		
14	Scan, view, print, email and/or fax archived documents to Field Staff prior to applicant moving in.		
15	Utilize document imaging system with the features to archive, view, print, email, and fax documents directly from the system. Paper documents can be scanned. Reports can be directly archived, such as digital pictures and Microsoft office documents.		
16	Provide detailed rent and utility allowance calculations, kept up to date with the latest HUD (Department of Housing and Urban Development) requirements.		
17	Integrate an appointment calendar.		
18	Notify with pop-up reminders for time sensitive tasks.		
19	Fully compliant with the current HUD (Department of Housing and Urban Development)-50058 Technical Reference Guide.		
20	Stores unlimited number of notes for tenants to indicate balances owed or previous problems with residents.		
21	Lists the current HUD (Department of Housing and Urban Development) regulations and the current ACOP (Admissions and Continued Occupancy Policy)/Administrative Plan while entering the income, or deductions for a tenant.		
22	Run tenant reports that can be filtered by project number, caseworker, and user defined codes.		
23	Receive reports for PIC (Public Indian Housing Information Center) submission that will help maintain 95% or higher submission rates.		
24	System uploads and integrates with E-sign Genie documents.		
25	Automatically submit files to PIC (Public Indian Housing Information Center) without using the PIC website.		
26	Automatically retrieve PIC (Public Indian Housing Information Center) errors, reports, store ticket numbers, and PIC error reports.		
27	Translates PIC (Public Indian Housing Information Center) errors into user friendly directions for corrections.		
28	Compares PIC (Public Indian Housing Information Center) records with System records to identify any records not currently in PIC system.		

29	Accurately transfers data from one system to another.		
30	Multiple levels of security for users. (i.e. not everyone can change master file of tenant, not everyone can do adjustments to accounts)		
31	Search for a tenant account using the unit number, address, lease date, termination date, SSN, tenant I.D., or tenant name.		
32	Distributes reports via email.		
33	System managed USDA (United States Department of Agriculture) Rural Development Subsidy.		
34	System prepared MINC (Management Interactive Network Connection) submissions for USDA (United States Department of Agriculture) Rural Development.		
35	Follows HUD (Department of Housing and Urban Development) compliance and error checking prior to completion of 50059 and/or voucher processing.		
36	Project Based Section 8 (New Construction)-50059 processing capability and voucher submission processing.		
37	Generate a 50059 and submit directly to IMAX (Integrated Multifamily Access eXchange).		
38	Initial training for all users by the software vendor.		
39	GAAP (Generally accepted accounting principles) compliant accounting.		
40	Dashboard features for the accounting modules.		
41	Arrange software Modules in a logical manner, according to order of processing.		
42	Arrange data entry fields in a logical manner for ease of data entry; with pertinent information summarized on initial screen.		
43	Automatically calculate Earned Income Disallowance.		
44	Track full history of Earned Income Disallowance and automatically determine when a certification is required.		
45	Display time and date fields in a standardized manner.		

46	Database is SQL (Structured Query Language) compliant		
47	Database is ODBC (Open Database Connectivity) compliant.		
48	Database fields can be exported to and imported from MS office products using OLE (Create Objects, Link, and Embed) standard.		
49	Supports all programs managed by CHA (Cheyenne Housing Authority) and BHA (Buffalo Housing Authority).		
50	Uses feedback from user group to determine software direction.		
51	Provide security (user & group level) by: -Application -Menu Item/function within application -Reports -Queries		
52	Audit trails tracking user access to system and activity.		
53	Flexible, robust report writer feature available in all subsystems. Ability to modify scanned reports and design own reports.		
54	Intelligent purge routines for all modules.		
55	Complete test environment for all modules.		
56	Print from system to network or individual printer.		
57	Monitor queuing system for reports/printers and ability to check print status.		
58	Track and flag criminal related incidents (e.g. Sex Offense, Trespassing, Drug Offense) related to PHA (Public Housing Authority) properties.		
59	Allow police reports to be attached to criminal incidents.		
60	Define and track property trespassers with record details.		
61	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.		
Item#	General Ledger	Yes/No	Comment
1	Maintain general ledgers for multiple fiscal years.		

2	Comparative GL (General Ledger) reports for any date range specified. (i.e. user sets date range and previous date range auto selected)		
3	Produce “real-time” financial statements at any time.		
4	Include up to 12 columns of monthly summary balances in an income statement format.		
5	Describe equipment asset inventory control capability such as barcoding, RFID (Radio Frequency Identification Device) tagging, etc.		
6	Reconcile physical materials inventory to the general ledger inventory balance.		
7	Automatically set up inter fund accounts receivables and accounts payable between funds. The software complies with HUD’s (Department of Housing and Urban Development) asset management model and is able to post inter fund A/R’s and A/P’s at the AMP (Asset Management Project) level. Able to have both Manual and Automatic interfund transactions between Funds and Projects (Minimum of 25 projects)		
8	Manage project-based accounting. The software complies with HUD’s (Department of Housing and Urban Development) project-based accounting format and is able to post at the project level as well as multiple fund level. This posting applies to budgeting and producing balance sheets and income statements. Produce Project Based Financials for minimum of 25 Projects for both balance sheet and income statement.		
9	Handle charging fees for service between projects and from a central cost center to the projects.		
10	Block/control transaction posting to prior periods so no posting is done to the wrong year.		
11	Post to the general ledger must be at the summary level (with the option to post in detail).		
12	Use multiple segment account numbers should be available, and able to use any combination of segments between funds.		
13	Automatically added recurring entries must be available to post manual journal vouchers.		
14	Integrates with the FDS (Financial Data Schedule) for HUD’s (Department of Housing and Urban Development) REAC (Real Estate Assessment Center) submission must be made available		

	based on the monthly /annual general ledger processing and postings. Able to pull FDS by Fund/Project.		
15	Maintain multiple months open at any particular time to process in the future or at year end to process the year-end adjustments. Manage multiple year ends.		
16	Accommodate minimum of 4 account number segments (including fund).		
17	Post transactions in summary or detail requiring at least one.		
18	Supports multiple fiscal years.		
19	Includes user defined inter-fund account numbers.		
20	Automatically create inter-fund transactions with complete balancing.		
21	Drilldown to detail information from the GL (General Ledger) system to all interfacing subsystem.		
22	View transaction source and origin in Allocated Account.		
23	Support unit allocation table (number of contracts per fund automatically determines allocation percentage).		
24	Process subsequent year transactions before completely closing the previous year.		
25	Deactivate accounts from further posting without deletion.		
26	Tie-in GL (General Ledger) numbers and facilitate transmission to REAC (Real Estate Assessment Center).		
Item#	Budgets	Yes/No	Comments
1	Maintain general ledgers for multiple fiscal years.		
2	Include comparative GL (General Ledger) reports for any date range specified.		
3	Print group budgets by category type, including account balances.		
4	Maintain annual budgets for projects having different fiscal years.		
5	Create comparative income statements for any date range specified (i.e. user set date range and previous date range auto selected).		

6	Allow for input and posting of multiple budgets within a specific fund for project-based budgeting.		
7	Pull reports from any period, even if the month is closed. The software should be able to combine two or more projects within a fund.		
8	Include a dashboard feature showing 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.		
9	Track income and expense statements. Contains data showing the PUM (Per Unit Month) for each project. This feature is to comply with HUD's asset management module.		
10	Allow a user to email statement to other users. -Ability to export and import data for the budget -Able to spread automatically over 12 months		
11	Enter annual approved budget amount by division, project, or fund.		
12	Automatically allocate portions or percentages of budgets between accounts.		
Item#	Grant Management	Yes/No	Comment
1	Manage a variety of grants across multiple different fiscal years and funding types.		
2	Automatically update Budget and General Ledger when grant is modified.		
3	Display all invoices and by which BLI (Budget Line Items) are related to the grant.		
4	Set milestones for each grant including target dates and actual dates.		
5	Track costs by grant, phase, BLI (Budget Line Items), budget categories, and by contract.		
Item#	Fixed Assets	Yes/No	Comments
1	Post to the fixed asset system manually or an interface from accounts payable.		
2	Enter fixed assets at zero book value to track the asset.		

3	Post monthly from fixed assets to the general ledger based upon the cost center/project purchased from.		
4	Determine the useful life years and the method of depreciation.		
5	Reports available to balance the posted fixed asset system to the general ledger system by fund/cost center/project.		
6	Track physical inventories to require listings of fixed assets. These reports must list the physical location of all fixed assets by the site (not project charged, assets may be located at a site other than where it was purchased).		
7	Inventory tags scanned (bar code reader).		
8	Track fixed asset inventories within the system.		
9	Track disposed assets, to be maintained in a disposed file in the event of assets requiring reinstatement.		
10	Produce reports at the AMP (Asset Management Project) or fund level for disposal and/or additions for any part of the fiscal period.		
11	Track assets by fund or account in the general ledger.		
12	Ability to reinstate a fixed asset which has previously been written off or disposed of.		
13	Integrate an electronic filing system (document imaging system) to maintain warranties, purchase agreements, service contracts, etc.		
14	Group assets by user defined type of asset (vehicles, office, equipment, computers, etc.).		
Item#	Requisitioning and Purchasing	Yes/No	Comments
1	Enter on-line requisitions.		
2	Automatically e-mail notifications to alert approvers when a requisition needs to be reviewed.		
3	Inquire from vendor level all open and closed purchase orders.		
4	Inquire for user entered Buyer all open and closed purchase orders.		
5	Print receiving document by: Purchase order number, date, receiver.		

6	Set and hold to budget parameters for a purchase order.		
7	Enter contracts and edit at any time.		
8	Track purchase orders against a particular contract.		
9	Identify vendor as minority vendor.		
10	Enter and update vendors be restricted by security levels.		
Item#	Accounts Payable	Yes/No	Comments
1	Record each vendor record with the following basic criteria: -Vendor Name -Attention Line -Address -City, State, and Zip Code -Phone Number -Tax Identification -1099 Yes or No -Vendor Type -Minority and Classification Codes -Vendor Items -Alternate address feature		
2	Automatically warns user if a duplicate entity number is entered (Social Security/ Federal Tax Identification), from any module within the software program.		
3	Organize vendor database by both vendor name and unique vendor number.		
4	Include list of individual invoices in each vendor's record.		
5	Vendor records split between outstanding and history invoices.		
6	Invoice number query by vendor.		
7	Each invoice record can have an unlimited number of line items.		
8	Real-time and/or batch posting and data entry.		
9	Multiple levels of holds for invoices.		
10	Automatic warning of duplication of Accounts Payable invoices.		

11	Automatic posting of a current payment to a future accounting period.		
12	Global payment of invoices to be run by due date.		
13	Set-up features for recurring payments that are amendable.		
14	Lay out every item printed on the check to match CHA's (Cheyenne Housing Authority) existing check stock.		
15	MICR (Magnetic Ink Character Recognition) check encoding.		
16	Positive Pay bank verification.		
17	Produce check registers with multiple levels of detail.		
18	Automatic check voiding and invoice reinstatement.		
19	Unlimited banks and bank accounts with the ability to print checks from any account creates interfund between funds and projects for A/P (Accounts Payable) entries.		
20	ACH (Automated Clearing House) payment files to Landlords.		
21	ACH (Automated Clearing House) payment files to Vendors.		
22	ACH (Automated Clearing House) pre-note functionality to test the file submissions prior to funds transfer.		
23	Tab-based screens with drill-down and shortcut icons.		
24	The Accounts Payable program to integrate with the Tenant Accounts Receivable, Purchase Order, Inventory Control, and General Ledger programs so data is entered only once.		
25	Generate separate vendor and landlord audit reports prior to 1099 production.		
26	Combine vendor and landlord data from Accounts Payable and Section 8 programs.		
27	Produce 1099 form for each tax entity (individual or organization).		
28	Print 1099 forms and mailers and produces a Magnetic Media data submission file for transmission to the IRS (Internal Revenue Service).		
29	Archive 1099 history.		

30	Process 1099 MISC forms via laser printer.		
31	Distribute costs across funds and projects based on agency defined distribution rules (percentages to each).		
32	Integrated electronic filing system (document imaging system) to original invoices, vendor contracts, 1099s, W-9s, etc.		
33	Separate fund checking accounts and for the public housing to have one central bank account for all public housing projects (minimum of 25) rather than individual project accounts.		
34	Enter manual check into the system.		
35	Create a "Positive Pay" file for upload for banking check issuance validation.		
36	Scan document and attach a vendor record.		
37	Include an email address in the vendor record.		
38	Show the full vendor name and address when entering invoices.		
39	Retrieve invoices, paid, pending, by account, vendor, date, type, etc. (i.e. according to any field contained in the vendor and invoice records).		
40	Generate vendor invoice ACH (Automated Clearing House) transaction files.		
41	Enter utility billing usage for public housing units. According to rolling base rules.		
Item#	Tenant Accounting	Yes/No	Comments
1	Automatic posting of payments to resident's accounts.		
2	Maintain security and pet deposits.		
3	Ledgers with current and past transactions on all accounts (both active and vacated). Complete audit trail for all activity on tenant's accounts.		
4	Customized letters for notifying residents of billing on their accounts (Pull information directly from file).		
5	Periodic reporting module to provide audit tracking and review		

	information for both daily and monthly financial data.		
6	Process month end reports and print rent statements.		
7	Lockbox payment processing for several funds.		
8	Enter alternate addresses for residents for either evictions or second party processing paperwork.		
9	Enter and bill residents living in units owned by Housing Authority that are not under any HUD (Department of Housing and Urban Development) program.		
10	Manually enter payments on residents in several funds if they will not process through the Lockbox process.		
11	Charge maintenance charges, etc.		
12	Set up and track repayment agreements for either rent, maintenance charges, or pet deposits.		
13	Apply late fees to accounts in different programs (different rules for separate programs).		
14	Interface with Accounts Payable for automated Tenant UAP (Utility Assistance Payment) check processing.		
15	Integrate with other software modules i.e. Wait list, Recertifications, General Ledger, Inspections, Work Order, Custom or third-party report writer.		
16	Maintain audit trail on resident accounts.		
17	Prepare delinquent listings and notices.		
18	Automatically post maintenance charges from the work order program.		
19	When moving in a new resident, automatic check to determine if unit is vacant.		
20	Tracks lease terminations – court dates and court numbers. Provides summary reports to take to court.		
21	Able to update the utility allowances in the unit records without affecting the resident's rent calculation.		

22	Duplicate Existing Tenant Rent Statement.		
23	Capability to auto-reconcile the general ledger to the rental register (i.e. Balance due, security deposits, write-offs, repayment agreements).		
24	Capability to auto-calculate estimated uncollectible accounts, at FYE (For Year Ending) or on-demand.		
25	Add, edit, or void current months entries.		
26	Add, edit, or void tenant payments.		
27	Includes journal entry templates.		
28	Can select a range of general ledger account numbers for pulling reports.		
Item#	Public Housing Inspections	Yes/No	Comments
1	Follow the complete UPCS (Uniform Physical Condition Standards) inspection protocol.		
2	Print resident notification letters.		
3	Integrate with work order system to generate work orders, and lease violations if needed.		
4	Track inspection dates.		
5	Report to produce inspection results reports.		
6	Integrate with handheld computers for “paperless” inspections recorded directly to data files in the field.		
7	Track and maintains all data required for PHAS (Public Housing Authority) reporting.		
Item#	Housing Choice Voucher Program	Yes/No	Comments
1	Reports can be maintained on PIC (Public Indian Housing Information Center) submissions that help to maintain 95% or higher on all submissions rates.		
2	Automated Briefing Packages - A complete briefing package is created to include Voucher, RFTA (Request for Tenancy Approval) and PHA (Public Housing Authority) specific documents.		

3	Automatically calculate Earned Income Disallowance.		
4	Track full history of Earned Income Disallowance and automatically determines when a certification is required.		
5	Does your system offer an Online Landlord Portal? If yes, can landlords: -View check history with detailed information? -Re-print vouchers and 1099s? -View property information for their units? -View contract information (housing assistance payment, total tenant payment, etc.) for each unit? -View upcoming inspection schedules? -View detailed results of property inspections, including deficiencies? -Communicate with inspectors? -Download various forms as defined by the housing authority?		
6	Portability, including Port-ins and Port-outs, and the ability to automatically generate HUD (Department of Housing and Urban Development) Form 52665 at the click of a button.		
7	Electronic memorandums that document, date, and time stamp user notes and "off-line" activities.		
8	Family Language indicator.		
9	Check/Direct Deposit detail to have more information on the check stub.		
10	Adjustments to HAP (Housing Assistance Payment) and UAP (Unified Assessment Process) to have more information print on check stub.		
11	Letter templates used by all staff, able to add or change information on the letter (Merge).		
12	Historical data for units that have been on the program (Tenant/Landlord History).		
13	Capability to key monthly recurring adjustments with an area to key information in as to why these adjustments are recurring.		
14	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.		
15	Landlord and owner screens on one screen with the ability to key in notes.		

16	Alert staff member when a previous change for a tenant as well as alert staff if an adjustment is in the system to be paid from that previous change.		
17	Invoice a Landlord that owes money to the housing authority.		
18	Type 13 – 50058: Inspection dates must up-date any pending 50058.		
19	Data validation prior to PIC (Public Indian Housing Information Center) submission: System verification required to prevent PIC errors to the greatest extent possible.		
20	Automatically up-date ages of all household members when keying based on effective date of 50058.		
21	Flag incomplete fields required by PIC (Public Indian Housing Information Center) and block further processing until complete with valid entries.		
22	Retroactive rent and utility payments: Generate calculations automatically based on updated information.		
23	Utilization: Real time reporting of end of month and first-of-month utilization for VMS (Voucher Management System) reporting as required by HUD (Department of Housing and Urban Development), including "drill down" feature to reconcile numbers.		
24	SEMAP (Section 8 Management Assessment Program) Requirements for annuals and HQS (Housing Quality Standards): "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.		
25	SEMAP (Section 8 Management Assessment Program) Requirements for Annuals and HQS (Housing Quality Standards): "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.		
26	Correct accounting/invoicing adjustments for landlords: Flag landlords EIN (Employee Identification Number) 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.		
27	Produces VMS (Voucher Management System) data for HUD (Department of Housing and Urban Development) reporting.		
28	HAP (Housing Assistance Payment) charged to correct month for		

	reporting.		
29	Mid-Month HAP (Housing Assistance Payment) tracking and reporting.		
30	Voucher count for end of month along with the 1st of the month, able to calculate voucher success rate.		
31	Describe in detail the capability to produce a Voucher Management System report, including VASH (Veterans Affairs Supportive Housing Program), enhancement vouchers, etc. i.e. HUD (Department of Housing and Urban Development) criteria for matching to required VMS (Voucher Management System) fields and retro-active adjustments.		
32	Describe the ability and devices used to conduct mobile inspections and create work orders.		
33	Feature to sort and/or filter tenant notes/memos.		
34	Feature to set/flag importance of memos/notes.		
35	Custom reports.		
36	Income-targeting reports.		
37	Repayment agreement tracking.		
38	Assignment of caseworker function.		
39	Section specifically to log hearing results and attach documents.		
40	Run reports with or without personal identifying information (e.g. mask SSN option).		
41	When the application data imports, capable of having smart features such as: -Determine “elderly” or not based on DOB instead of asking the tenant. -Determine “preference” or not based on household info given, address given and answers to specific questions (e.g. are you homeless) instead of asking tenant to select preference.		
Item#	Recertifications	Yes/No	Comments
1	Maintain individual records which contain complete income, assets, expenses and references to include: -Personal, bank and credit -Track community service		

	-Automatically calculates Earned Income Disallowances -FSS tracking and maintenance		
2	History of past 50058's and history of unit, listing past residents even if they have moved out.		
3	Integrate with the Tenant Accounting module.		
4	Puts certifications on hold, start/complete another certification for the same tenant, and resume the original certification.		
5	Track needed signatures on lease riders, for all adult members in the unit.		
6	Supervisors can track the progress of recertifications.		
7	Participants can enter re-certification information online through tenant portal. Notices of recertifications can be sent via email/text/mail.		
Item#	Wait List	Yes/No	Comments
1	Verify Social Security Numbers for both accuracy in the PIC (Public Indian Housing Information Center) 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.		
2	Estimate rent calculations using the income, assets, expenses and deductions.		
3	Can apply online via website and have application information flow into Wait List program.		
4	Pull vacant unit information daily. To identify and schedule them quickly with the developments is critical to our lease up time.		
5	To identify clients that need accessible housing and units that meet these needs.		
6	Applicant is able to update pre-application online.		
7	Secure access to pre-application (password protected).		
8	Detailed vacancy reports, to include number of days unit vacant.		
9	Track eligibility process, and notify if ineligibility is reached, or what		

	step the applicant is in. Notification when eligibility item is received (i.e. request for tenancy approval, pending inspection, completed inspection, voucher issuance etc.).		
10	Electronically submit eligibility packets.		
11	Purge waiting list using email/text to applicants to determine continued interest.		
12	Pool applicants automatically and notifying eligibility team of pooling progress, or action needed.		
Item#	Contract Administration	Yes/No	Comments
1	Project Based Section 8 (New Construction)– 50059 processing capability and Voucher submission processing.		
2	Market-Rent or non-subsidized portfolio.		
3	Post Rent/HAP (Housing Assistance Payment) to accounts.		
4	Move in and Move out accounting.		
5	Applications/Waiting List – multiple waiting lists w/preference points ranking, income targeting categories.		
6	Application data transfers to move in data.		
7	HUD compliance and error checking prior to completion of 50059 and/or voucher processing.		
8	Manual and automated adjustments on Voucher processing.		
9	Receive TRACS (Tenant Rental Assistance Certification System) error messages.		
10	Work Order system – capability to track individual staff person data also needs to allow multiple line items per work order for tracking.		
11	Interface with A/P (Accounts Payable) module to automatically generate utility allowance checks.		
12	History of previous 50059s are stored and available for viewing.		
13	Verification processing – ability to automatically generate for each household member w/merged data (would prefer some type of tracking system).		

14	Special Claims processing, vacancy loss processing.		
15	202c TRACs (Tenant Rental Assistance Certification System) compliance.		
16	IMAX TRACs (Tenant Rental Assistance Certification System) submission.		
17	Waiting list history (showing who and when moved in).		
18	Create TIC (Tenant Income Certification) electronically, and submit electronically.		
Item#	Low Income Housing Tax Credit Compliance and Property Management	Yes/No	Comments
1	Electronic TIC creation.		
2	Maintain tenant information.		
3	Electronic submission of TIC to Wyoming Community Development Authority.		
Item#	Work Order/Maintenance	Yes/No	Comments
1	User-defined fields.		
2	User-defined and 1000 (minimum) task code capability.		
3	User-defined work descriptions on a pull-down menu.		
4	Unlimited lines and character spacing in the work order description area.		
5	Handheld Computer Work Order functionality.		
6	Available space for side notes that do not appear on the printed work order (Desired)		
7	Assign an employee to a Home AMP (Asset Management Project).		
8	Automated Inter-Fund Billing.		
9	Generate work orders by unit #, address, project/site or tenant name.		
10	Generate multiple work orders for one address by selecting the		

	address only once.		
11	Have multiple work items and multiple employees appear on a single work order.		
12	Designate "Pet In Unit" once for an address and have the designation default on subsequent work orders for the same address.		
13	Copy and paste a work description from one work order to another.		
14	Notify someone of a Skilled Trades work order issued for their area by someone in another area (with "Read only" capability).		
15	Repeat standard labor information for the same employee when entering several labor entries on one work order (e.g. employee #).		
16	Inventory and labor together on the work order for cost per work order.		
17	Track the date, time and function performed by users of a specified work order.		
18	Track data to determine PHA (Public Housing Authority) percentages by AMP (Asset Management Project) or multiple selection criteria and produce a worksheet containing a breakdown of same.		
19	Flag or color-code emergency work orders not abated within 24 hours.		
20	Flag non-emergency work orders not completed within 3 days.		
21	Schedule monthly, weekly and daily planned periodic maintenance.		
22	Preventive maintenance scheduling/tracking.		
23	Tie in to accounts receivables for posting purposes.		
24	View, edit, send, and track Inventory and Purchase orders.		
25	Track workloads/schedules.		
26	Reports include: -Worker listing/Pay scale -Summary of employee workload/work completed -Monthly analysis of completed/remaining work orders		
27	Track, edit, and manage Inventory: -Create Items/Warehouse		

	<ul style="list-style-type: none"> -Indicate quantity on hand/location -Edit reorder quantity/point/lead time -Edit average unit cost -Setup vendors -Inventory transfer -Purchase orders -Provide inventory adjustment for general ledger 		
28	Describe the ability and devices used to conduct mobile inspections and create work orders.		
29	Track resident unit items and flag/remind of expirations/work needed such as: <ul style="list-style-type: none"> -Smoke/Carbon monoxide detectors -Pest control service -Fire extinguishers 		
Item#	Payroll	Yes/No	Comments
1	Has a Payroll Module.		
2	Meets all federal reporting requirements.		
3	Meets all state of Wyoming reporting requirements.		
4	Pay employee's multiple rates within the same pay period? I.e. Out of class rate differential.		
5	Process multiple city tax codes per employee, per pay period.		
6	Handle 457 & Section 125 pre-tax deductions.		
7	Interface to bank(s) for direct deposit and/or print checks.		
8	Interface to the General Ledger Module.		
9	Benefit costs follow pay period payroll allocation expenses.		
10	Benefit costs be interfaced to the General Ledger Module.		
11	Process direct charges to specific cost centers as well as to a default allocation table?		
12	Can file maintenance be performed on employee payroll allocation as needed? (Bi-weekly)		
13	Track Vacation time.		

14	Track Sick time.		
15	Track Comp time.		
16	Track Unrestricted time.		
17	<p>Have a Time and Attendance module.</p> <p>If Yes, please answer the following:</p> <ul style="list-style-type: none"> -Accrue Comp time at one rate (1.5) and expend it on an hourly basis. -Employee time captured electronically. -Manual file maintenance to edit data. -Controlled security function. -Pre-scheduled exception time. -Manage multiple vacation entitlement/accrual rates. 		
18	<p>Online Employee Portal.</p> <p>If Yes, please answer the following:</p> <ul style="list-style-type: none"> -Employees view their payroll history. -Employees view their available leave time. -Employees cannot view another employee's information? 		