Request for Proposal for Fayetteville Housing Authority Enterprise Software

Date Issued: 01/15/2020

Date Due: 02/07/2020
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I. Introduction

The Fayetteville Metropolitan Housing Authority (FMHA), in Fayetteville, NC, is interested in upgrading its business software to increase efficiency and enable greater functionality. FMHA has created this Request for Proposal (RFP) to be completed by all interested vendors and will review both technical and cost considerations for each proposal.

Copies of this Request for Proposal may be obtained by e-mailing mdejohn@fmhanc.org, or going to www.fayettevillemetrohousingauthority.org.

All questions regarding this RFP should be directed to Melanie DeJohn via e-mail to mdejohn@fmhanc.org.

NOTE: Parties intending to respond to this RFP are requested to confirm receipt of the RFP via e-mail at mdejohn@fmhanc.org to ensure proper distribution of any addenda or answers to vendor questions. Failure to confirm receipt of this document will not disqualify any vendor from the bidding process. However, FMHA will not be responsible for sending updated information to those who do not confirm receipt of the RFP.

Summary of dates regarding this request for proposal is as follows:

<table>
<thead>
<tr>
<th>#</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RPF Issued</td>
<td>01/15/2020</td>
</tr>
<tr>
<td>2</td>
<td>Proposer Question Deadline</td>
<td>01/29/2020</td>
</tr>
<tr>
<td>3</td>
<td>Proposal Deadline</td>
<td>02/07/2020</td>
</tr>
</tbody>
</table>

FMHA reserves the right to reject any and all proposals and to waive any informalities.
II. SELECTION PROCESS

A. Evaluation Process

The contract will be awarded to the Vendor whose proposal will be the most advantageous to FMHA and whose price and other factors considered are the most closely conforming to this RFP. Due to the evaluation procedure for the Request for Proposal, lowest dollar price MAY or MAY NOT indicate the successful Vendor. Price constitutes only one of the several evaluation criteria. The Evaluation Committee will judge the merit of the proposals/interviews received that shall include but are not necessarily limited to those listed in the section below.

B. Evaluation Criteria

<table>
<thead>
<tr>
<th>#</th>
<th>Evaluation Criteria</th>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>System Functionality</td>
<td>40%</td>
</tr>
<tr>
<td>2</td>
<td>Cost (both initial on ongoing support)</td>
<td>25%</td>
</tr>
<tr>
<td>3</td>
<td>Vendor Support</td>
<td>25%</td>
</tr>
<tr>
<td>4</td>
<td>Customer References</td>
<td>10%</td>
</tr>
</tbody>
</table>

C. Interview

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

D. Negotiation

In the event the parties are unable to enter into a contract, FMHA may elect to negotiate with the next most responsible bidder.
III. PROCESS FOR INQUIRIES

All inquiries regarding clarification of items in the RFP must be made in writing (e-mail) and must be sent to:

Melanie DeJohn  
mdejohn@fmhanc.org

The deadline for making such inquiries is 01/29/2020. If, in FMHA’s opinion, additional information or interpretation of the RFP is necessary, such information will be supplied in the form of an Addendum that will be mailed and/or e-mailed to all Vendors who have acknowledged receipt of this RFP and such Addendum shall have the same binding effect as though contained in the main body of the RFP. Only information distributed in this manner shall be considered binding with regards to the RFP. Any verbal instructions or information concerning the specifications provided by HA managers, employees, or agents shall not bind FMHA. No Addenda shall be issued by the FMHA within seven (7) calendar days of the proposal deadline. FMHA responses to Vendor Inquiries will be distributed to all responding Vendors. However, it shall be the responsibility of the Vendor to determine prior to the Proposal Due Date whether any amendments, additions, deletions, or changes of any type have been made to the RFP.
IV. DESCRIPTION OF CURRENT ENVIRONMENT

A. The Authority’s Housing Programs

FMHA operates 3 public housing AMPS with a total of 552 public housing units, a Housing Choice Voucher Program with 1576 vouchers, 31 RAD units and 56 public housing pass-through units throughout various HOPE VI locations. Within the next two years, FMHA will be managing another 500 RAD Tax Credit units. The Authority has one component unit, Hillside-FMHA, LLC and will be creating several more separate entities as they convert more of public housing units to RAD. In addition, within the next five years the HOPE VI properties will revert back to the Authority. It is important that any software program have the ability to report these entities both separately and consolidated and to perform multiple subsidy layers by apartments.

B. Current Software

FMHA currently uses software from MRI Software (Tenmast - WinTen2), for all its major housing authority and accounting functions. This product is a Citrix XenApp based program. This software performs all FMHA program’s primary functions such as occupancy and rent, inventory, fixed assets, general ledger, inspections, work orders, accounts payable, accounts receivable, budget, payroll, 1099’s and financial reporting.

FMHA operates 30 workstations using Microsoft Office (primarily Excel and Word) to perform some analytical and reporting functions, and for general word processing.

C. Servers

Main Server: Citrix server which is minimally utilized by the Authority as that MRI hosts the Tenmast system and Authority’s emails.

Operating System: Microsoft Windows 7 Professional.

FMHA will upgrade servers/operating system as needed to accommodate the selected software.

D. Workstations

Workstations are currently a mix of various age and manufacture. Operating system is Windows 7 Professional.

E. Users

FMHA currently has 30 concurrent users working primarily from 3 separate locations.

F. Networks

FMHA currently utilizes broadband Spectrum internet service which includes to both wireless and DSL access. All computers have access to the secure network.
V. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

The Agency is seeking proposals from qualified, licensed, and insured entities to provide software that provides a wide range of software services. These software services are a necessary supplement to the daily operation of the Agency. The software services include, but are not limited to, the following (as detailed within the following Table each proposer shall submit a proposal that fully details how they will provide a full description of the following items):

<table>
<thead>
<tr>
<th>Function</th>
<th>Task Description (Not all inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant List</td>
<td>Waiting List Management including resident web-based portal</td>
</tr>
<tr>
<td>Occupancy and Rent Calculation</td>
<td>Certification Manager; Rent Calculations; <strong>50058</strong> creation; Automated <strong>PIC 50058</strong> Submissions; Error Checking and Reporting. <strong>TRACS 50059</strong> creation and submissions, error checking and reporting.</td>
</tr>
<tr>
<td>Tenant Accounts Receivable</td>
<td>Complete tenant accounting system tracking charges, bills, and payment history; historical aging reports. Tenants can pay amounts owed including fraud repays online.</td>
</tr>
<tr>
<td>Section 8 (S8) Tenant and Landlord</td>
<td>Various S8 Programs; Management; <strong>HAP</strong> Processing; VMS (everything needed to submit VMS) PBV Property Portability SB forms; Wait-list Management; LL Portal/Tenant Portal.</td>
</tr>
<tr>
<td>Rent Reasonableness</td>
<td>Comparisons to determine reasonable rent charges</td>
</tr>
<tr>
<td>Family Self Sufficiency (FSS)</td>
<td>Track participants; HUD forms; escrows; activity; trainings; and goals</td>
</tr>
<tr>
<td>General Ledger</td>
<td>Fully Integrated, Self-balancing, Double-entry Ledger System built for PHA's; fully integrated with cash management. Within the ledger being able to create consolidated and/or individual reports.</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>Track Invoices; Generate Payments; Manage Cash Flow; Manage Vendors (keep track of W9 and Certificates of Insurance - expiration dates).</td>
</tr>
<tr>
<td>Procurement/Contracts Management</td>
<td>Creation of Requisitions; <strong>POs</strong>; Quotes, Bids, Proposals, and Approvals; Receive Items; Track Contracts and link with financial module. Be able to attach contracts to vendor in accounts payable.</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Budget Management</td>
<td>Create, Edit, Revise, and Track unlimited number of budgets.</td>
</tr>
<tr>
<td>Grant Management</td>
<td>Fiscal Grant Management; Contract Management; track activity and spending for each Agency grant.</td>
</tr>
<tr>
<td>Fixed Assets Inventory</td>
<td>Track asset specs, depreciation, disposal, and location</td>
</tr>
<tr>
<td>Check Reconciliation</td>
<td>Link from Enterprise-based Software system to the Agency bank account</td>
</tr>
<tr>
<td>Work Order</td>
<td>Work Order management, including inventory use, labor, <strong>HUD REAC, TRACS</strong>, barcode reader, and billing. Work orders can be entered by tenants</td>
</tr>
<tr>
<td>Consumable Inventory</td>
<td>Inventory specifications, counts, and restocking</td>
</tr>
<tr>
<td>Public Housing (PH) Desktop</td>
<td><strong>PH UCPS</strong> Inspection Scheduling, Performance, and Management</td>
</tr>
<tr>
<td>Inspections</td>
<td></td>
</tr>
<tr>
<td>Section 8 Desktop Inspections</td>
<td><strong>S8 HQS</strong> Inspection Scheduling, Performance, and Management</td>
</tr>
<tr>
<td>Scribe</td>
<td>Custom Report; Letters; Form Writer; Creation tool with Complete Data Dictionary to create and format report / letters / forms</td>
</tr>
<tr>
<td>Housing Intelligence Portal (HIP)</td>
<td>Dashboard system that presents metrics / reports in graphical formats (charts, graphs, gauges) to facilitate quick analysis of trends, warnings, and comparisons</td>
</tr>
<tr>
<td>Agency Forms Migration</td>
<td>Agency forms such as Purchase Orders; Work Orders; Statements; Receipts; Bills; Checks; Vouchers; ability to pull financial data from financial portal.</td>
</tr>
<tr>
<td>IRS</td>
<td>1099 Module; e-filing reports and tax payments.</td>
</tr>
<tr>
<td>Mobile App's</td>
<td>S8 Inspections Mobile-App: S8 HQS Inspections via mobile devices / tablets.</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Mobile App's</td>
<td>Public Housing Inspections Mobile App: PH UPCS Inspections via mobile devices/tables</td>
</tr>
<tr>
<td>HCV and PH Fraud</td>
<td>Ability to keep track and report Fraud accounts</td>
</tr>
<tr>
<td>Mobile App's</td>
<td>Mobile Device; Tablet Connection License (per device): For each device running any Mobile App, programs to connect to main system (the Agency acknowledges that the actual Mobile App modules must be purchased for use)</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>Encompasses FSS Duties, ROSS and other Resident Services data. Build/set metrics and track. (Ex. Needs assessment, client interaction and outcomes, attendance, registration, and payment for after-school programs), tenant text and email capabilities, and fully buildable reports that can pull from any specified time and any module. Tenants would be able to login on electronic when entering office that would electronically be noted in the tenants file.</td>
</tr>
<tr>
<td>Portability</td>
<td>Ability to account for all aspects of port-in tenants including billing.</td>
</tr>
<tr>
<td>Operations</td>
<td>Data reports on all residents; data reports on all housing units; ability to pull unit numbers and/or addressed with description/resident history, occupancy/vacancy reports with historical and current data.</td>
</tr>
<tr>
<td>Accounting Reports</td>
<td>Set of basic accounting reports (including but not limited to Balance Sheet, Income Statement and Cash Flows) that can pull any specified time range (real time vs. historical data) that are customizable and have the ability to pull data from any module. Reports must expand on data fields, if applicable (click on &quot;toted&quot; number and then will be able to see all the numbers that created the total number), and ability to import/export reports in different formats including, Excel, PDF, etc.</td>
</tr>
</tbody>
</table>
### Reports
Fully customizable reports that can be built within any time range (real-time/historical data) and capable of pulling data from any module. Reports to expand on numbers, if applicable (click on "totaled" number and then be able to see all the numbers that created the total number), with ability to import/export reports in different formats including, Excel, PDF, etc.

<table>
<thead>
<tr>
<th>Users</th>
<th>Ability to set up users based on access needs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calendar reminders</td>
<td>Set customizable reminders within system when items need to be completed across all modules.</td>
</tr>
<tr>
<td>Base</td>
<td>Web based - Cloud based</td>
</tr>
</tbody>
</table>

PLEASE NOTE: The preceding list of requirements shall pertain to all developments and programs that the Agency has as described in introduction.

**Special Award Conditions pertaining to this RFP.** The Agency anticipates that it will complete award to one successful proposer only; however, the Agency reserves the right to, at any time during the ensuing contract period(s), order from the successful proposer any portion of the proposed Enterprise-based Software product, meaning, the Agency may not immediately or ever order all of the modules offered.

### VI. SUBMISSION FORMAT

**Tabbed Proposal Submittal.** The Agency intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value", in that the Agency will, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

**Three hard copies should be mailed to:**
FMHA
RPF Enterprise Software
P.O. Drawer 2349
Fayetteville, NC 28302
Tab 1 - Executive Summary

The Executive Summary should include:

A brief non-technical overview of the Vendor’s business including the range of products and services offered. Vendors should provide information reflecting how and why vendor’s products and services meet FMHA’s needs.

Tab 2 – HUD Form 5369-C

Certification and Representations of Offerors, Non-Construction Contracts. This form is attached hereto as Attachment 2 to this RFP. This 2-page form much be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

Tab 3 – Profile of the Firm Form

The Profile of the Firm. Form is attached hereto as Attachment 1 to this RFP document. This 3-page form must be fully completed, executed and submitted under this tab as part of the proposal submittal.

Tab 4 – Proposed Services

The proposer shall place under this tab documentation further explaining the proposer's services and showing how the proposer intends to fulfill the Agency’s requirements including, but not limited to:

- Demonstrated understanding of the agency’s requirements.
- Quality of technical approach and the services proposed
- Technical capabilities (in terms of personnel) and the management plan (including the ability to provide the services proposed)
- Demonstrated, relevant experience in performing similar work and successful past performance (including meeting costs, schedules and performance requires of contract work substantially similar to that required by this solicitation as verified by reference checks or other means
- The proposed quality assurance program
- An explanation and copies of forms that will be used and reports that will be submitted and the method of receipt of such reports
- A complete description of the products and services the provides

Tab 5 – Managerial Capacity/Financial Viability/Staffing Plan

The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services including brief professional resumes for the persons identified within areas (5) and (6) of Attachment 1 – Profile of the Firm Form. Such information shall include the proposer’s organizational chart.
Tab 6 – Client Information

The propose shall submit a listing of current clients, including Public Housing Agencies for whom the proposer has performed similar or like services to those being proposed herein.

The client’s name
The client’s contact name
The client’s telephone number and email address
A brief description of scope of services and the dates the services were/are provided

Tab 7 – Total Proposed Costs

1. Firm-fixed fee for Data Conversion
2. Firm-fixed fee for all required On-site Training of Agency staff
3. Unlimited Access/Maintenance and Support
   Year 1
   Year 2
   Year 3
   Year 4
   Year 5
4. Hourly rate for potential additional consulting (that the Agency may require for work that is not already provided for herein as part of the above pricing items.

TAB 8 – Equal Opportunity Certification

All proposers must complete this form as HUD form 92010 – Attachment 3.

Tab 9 – Section 3

All proposers much complete Certification for Section 3 Businesses and should include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment 4 and any documentation required by that form.

Tab 10 – Other Information (Optional Item)

The proposers may include any other general information that the proposers believe is appropriate to assist the Agency in its evaluation.

Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK” Do not eliminate of the tabs.
VII. CONTRACT AWARD

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

By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency including the contract clauses already attached as Attachments. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

Contract Form. The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary).

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

Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

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

Contract Period. The Agency anticipates that it will initially award a contract for the period of 3 years with the option, at the Agency’s discretion, of 2 additional one-year option periods, for a total maximum contract period of 5 years.

No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item identified above for items 1-5 that the proposer chooses to submit a proposed cost for.

Licensing and Insurance Requirements. Prior to award (but not as a part of the proposal submission) the Contractor will be required to provide:

Workers Compensation Insurance. An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of $50,000;

Professional Liability Insurance. An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of $50,000;

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

Prompt Return of Contract Documents. Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

Proposals must be received by February 7, 2020 at 4:00 p.m. EST. All proposals not received by this time will be considered late and will be returned. Submissions via fax or email will not be accepted.
ATTACHMENT 1 - PROFILE OF FIRM FORM

PRIME: Contractor or Sub-Contractor

(NOTE: This form must be completed by each sub-contractor and contractor)

NAME OF FIRM: ________________________________

STREET ADDRESS: ________________________________________

CITY: ___________________________ STATE: _____ ZIP: _________

1) Company Information – Please attach a brief biography/resume of the company, including the following information:
   a. Year Firm was established
   b. Year Firm was established in [Jurisdiction]
   c. Former Name and year Established (if applicable)
   d. Name of Parent Company and Date Acquired (if applicable)

2) Principals / Partners – Identify Principals / Partners in Firm (please submit under Tab No. 5 a brief professional resume for each):

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>% OF OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

3) Project Manager / Supervisory Personnel – Identify the individual(s) that will act as a project manager and any other supervisory personnel that will work on the project (please submit under Tab No. 5 a brief resume for each; do not duplicate any resumes for the individuals provided above in Step No. 2):

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
4) **Proposer Diversity Statement** – You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership for each category:

- Caucasian American (Male) __________%
- Public Held Corporation __________%
- Government Agency __________%
- Non-Profit Organization __________%
- Resident (RBE), Minority (MBE), or Woman-Owned (WBE) Business Enterprise
  - Resident-Owned __________%
  - African American __________%
  - Native American __________%
  - Hispanic American __________%
  - Asian/Pacific American __________%
  - Hasidic Jew __________%
  - Asian/Indian American __________%
  - Woman-Owned __________%
  - Woman-Owned (Caucasian) __________%
  - Disable Veteran __________%
  - Other (Specify): __________%

☐ WMBE Certification Number: ______________________________
  - Certified by (Agency): ______________________________
  (NOTE: A Certification Number Not Required to Propose, enter if available)

5) Federal Tax ID No.: ______________________________

6) [Appropriate Jurisdiction] Business License No.: ______________________________

7) State of ________ License Type and No.: ______________________________

8) Worker’s Compensation Insurance Carrier: ______________________________
   a. Policy No.: ______________________________
   b. Expiration Date: ______________________________

9) General Liability Insurance Carrier: ______________________________
   a. Policy No.: ______________________________
   b. Expiration Date: ______________________________
10) Professional Liability Insurance Carrier: ____________________________
   a. Policy No.: _____________________
   b. Expiration Date: ________________

11) Debarred Statement – Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of North Carolina, or any local government agency within or outside the State of NC?  Yes ☐  No ☐

12) Disclosure Statement – Does this firm or any principals thereof have any current, past, personal or professional relationship with any Commissioner or Officer of the FMHA?
   Yes ☐  No ☐

13) Non-Collusive Affidavit – The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the Fayetteville Housing Authority or any person interested in the proposed contract; and that all statements in said proposal are true.

14) Verification Statement – The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if Fayetteville Housing Authority discovers that any information entered herein is false, that shall entitle Fayetteville Housing Authority to not consider nor make award or to cancel any award with the undersigned party.

__________________________________________
Printed Name of Owner/Representative

__________________________________________
Signature of Owner/Representative                Date

__________________________________________
Name of Firm/Company
Certifications and Representations of Offerors
Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11626 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 (HA). The form is used by bidders/offerrors to certify the HA's Contracting Officer for contract compliance. If the form were not used, HA 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/offeree represents and certifies as part of its bid/off er that, except for full-time bona fide employees working solely for the bidder/offeree, the bidder/offeree:

(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/offeree shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeree 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/offeree represents and certifies as part of its bid/off er 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:

(Com 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/offeree certifies that—

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

(2) The prices in this bid/off er have not been and will not be knowingly disclosed by the bidder/offeree, directly or indirectly, to any other bidder/offeree 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/off er to induce any other concern to submit or not to submit a bid/off er for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeree'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/offeree's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeree'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:

form HUD-8369-C (8/93)
Equal Employment Opportunity Certification
Excerpt From 41 CFR §60-1.4(b)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaking pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed.
upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term “applicant”.

(a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term “applicant” as used in this subpart shall mean the mortgagor.

(b) In transactions other than those specified in paragraph (a) of this section, the term “applicant” as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

2. The contractor will 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 race, creed, color, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

5. The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

6. In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoke provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

(a) The following transactions and contracts are exempt from the regulations in this subpart:

1. Loans, mortgages, contracts and subcontracts not exceeding $10,000.

2. Contract and subcontracts not exceeding $100,000 for standard commercial supplies or raw material;

3. Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

4. Contracts for the sale of Government property where no appreciable amount of work is involved; and

5. Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $10,000 in the case of all other contracts and subcontracts.
CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

MANDATORY—Proposer must submit the “Certification” form as to whether they “satisfy” or “do not satisfy” the Section 3 requirements. All bids received with the “Certification” form will be considered.

OPTIONAL—To be considered for the Section 3 Preference, you must also complete the "Documentation" section and provide the backup as required.

**Section 3 Business Concern** means a business where:
1. 51 percent or more is owned by Section 3 residents; or
2. 30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired (if within the past three years); or
3. The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definitions;

AND

The Business was formed in accordance with State law and is licensed under State, County, Municipal law to engage in the business activity for which it was formed.

**Section 3 Compliance Requirements**

A. The Section 3 regulations provide that recipients, its contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 30% of the aggregate number of new hires.

B. A vendor is required to hire only when a new hire is needed to perform the work. In the event that no new hires are needed, vendors must document that no new hires were made during the term of the contract.

C. The Section 3 Regulations, at 24 CFR Part 135, require that in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to residents.

D. In situations where a new hire is needed, a vendor will not be required to hire persons who are not qualified. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.
Bid/Proposal Evaluation

Vendors who fail to complete the certification stating if they “satisfy” or “do not satisfy” the Section 3 requirements will be deemed non-responsive. This means that in the proposal or bid documents submitted to the FMHA the Contractor’s Certification must be completed and signed.

If requesting an exemption—including the applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.

After written notice from the “FMHA” specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in FMHA declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score.

Section 3 Program Evaluation Preference

This RFP contains a preference for Section 3 business concerns in the award of Section 3 covered contracts as follows:

(i) Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is no more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

\[ X = \text{lesser of:} \]

When the lowest responsive bid is:

- Less than $100,000 .................................................................10% of that bid or $9,000
- At least $100,000, but less than $200,000..................................9% of that bid, or $16,000
- At least $200,000 but less than $300,000..................................8% of that bid, or $21,000
- At least $300,000 but less than $400,000..............................7% of that bid, or $24,000
- At least $400,000 but less than $500,000.............................6% of that bid, or $25,000
- At least $500,000 but less than $1 million............................5% of that bid, or $40,000
- At least $1 million but less than $2 million ..............................4% of that bid, or $60,000
- At least $2 million but less than $4 million ............................3% of that bid, or $80,000
- At least $4 million but less than $7 million ............................2% of that bid, or $105,000
- $7 million or more..................................................1 1/2 % of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a Section 3 business concern meets the requirements, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
HUD Compliance and Monitoring

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

A Section 3 businesses or resident complaint about a violation of Section 3 requirements shall be made in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development 451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)

A written complaint should contain:
A. Name and address of the person filing the complaint;
B. Name and address of subject of complaint (HUD recipient or contractor);
C. Description of acts or omissions in alleged violation of Section 3; and
D. Statement of corrective actions sought.
CERTIFICATION FOR BUSINESS CONCERNS SEEKING
SECTION 3 PREFERENCE

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

Name of Business

Address of Business

Type of Business:  □ Corporation       □ Partnership
                 □ Sole Proprietorship  □ Joint Venture

I, (print name and title) ________________________________

Hereby certify that the business entity known as (print business name)

_________________________________________________________________

(Please check one)

satisfies □ does not satisfy □ One or more of the Section 3 Business
Concerns as defined above.

If you check "does not satisfy" your proposal will not be deemed non-responsive.

OPTIONAL - to claim the Section 3 Preference you must complete the
"Documentation" section below and include any attachments

_________________________________________________________________

(Corporate Seal)

Authorizing Name and Signature

Attested by: ___________________________________________________________________
OPTIONAL (to claim the Section 3 Preference)

Documentation—
Attached is the following documentation as evidence of Section 3 status:

For Business claiming status as a Section 3 resident-owned enterprise:
- Copy of resident lease
- Copy of evidence of participation in a public assistance program
- Copy of receipt of public assistance
- Other evidence

For business entity as applicable:
- Copy of Articles of Incorporation
- Assumed Business Name Certificate
- List of owners/stockholders and % ownership of each
- Organization chart with names and titles and brief function statement
- Certificate of Good Standing
- Partnership Agreement
- Corporation Annual Report
- Latest Board minutes appointing officers
- Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:
- List of subcontracted Section 3 business(s) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Name of Business

Address of Business

Authorizing Name and Signature

(Corporate Seal)

Attested by: __________________________