Request for Proposals

HHA-FY21-RFP-001
Fee Accounting Services

PROPOSAL SUBMISSION DATE
Tuesday, September 22, 2020
4:30 PM
812 ABBEY ST., HELENA, MT 59601

Contact Person:
Michael M. O’Neil, Executive Director
(406) 442-7970 x124 / moneil@hhamt.org
Procurement Reference number:
HHA-FY21-RFP-001
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* HUD 5369-B is included in this packet of information as ATTACHMENT C.
REQUEST FOR PROPOSALS

From duly qualified firms or individuals, Helena Housing Authority (HHA) is currently accepting proposals for Fee Accounting Services. Qualified firms or individuals responding to this RFP must have a minimum of five (5) years in the business of providing Fee Accounting Services for one or more Public Housing Authorities (PHAs) and other similar quasi-governmental or non-profit housing entities.

HHA makes reasonable accommodations for any known disability that may interfere with an applicant’s ability to compete in the selection process or to perform the essential duties of the job. For HHA to make such accommodations, applicant(s) must request such accommodations, either verbally or in writing, made to the attention of HHA’s Executive Director, Michael M. O’Neil.

This solicitation is being offered in accordance with federal and state statutes governing qualifications-based competitive proposal procurement for professional services. Accordingly, HHA shall negotiate an agreement with the selected firm or individual based on fair and reasonable compensation and terms for the Scope of Work & Specifications provided. HHA reserves the right to reject any and all responses it determines to be unqualified, unsatisfactory, or inappropriate.

Selection will be based on an evaluation of the written responses. The award will be made to the most qualified respondent whose proposal is deemed most advantageous to Helena Housing Authority, all factors considered. Unsuccessful respondents will be notified as soon as possible.

Submit Proposals (1 original & 2 copies) to: Proposals must be received by:
Helena Housing Authority TIME: 4:30 PM
ATTN: Michael M. O’Neil DATE: Tuesday, September 22, 2020
812 Abbey St.
Helena, MT 59601

Potential Offerors may examine procurement documents at the following location:

Helena Housing Authority The following page of HHA’s website:
or hhamt.org/procurement-contract-opportunities
812 Abbey St.
Helena, MT 59601

SPECIFICATION: HHA-FY21-RFP-001
DATE OF ISSUE: AUGUST 23, 2020

The procurement of these services is funded by the U.S. Department of Housing and Urban Development through the Helena Housing Authority.

Michael M. O’Neil, Executive Director, Helena Housing Authority
PER HELENA HOUSING AUTHORITY PROCUREMENT POLICY, ANY PROCUREMENT OF SERVICES WITH THE POSSIBILITY OF REACHING OR EXCEEDING A COST OF $25,000.00 MUST BE ADVERTISED. THE FOLLOWING ADVERTISEMENT WILL APPEAR IN THE HELENA INDEPENDENT RECORD ON THE FOLLOWING DATES:

Sunday, August 23, 2020
Wednesday, August 26, 2020
Sunday, August 30, 2020
September 2, 2020

Request for Proposals

Notice is hereby given that the Helena Housing Authority (HHA) is currently accepting responses to HHA-FY21-RFP-001 for the procurement of Fee Accounting Services for all of HHA’s programs including 366 Public Housing units and related Capital Fund Programs (CFP), 386 Local Housing Choice vouchers including 5 Veteran Affairs Supportive Housing (VASH) vouchers, ~40 Permanent Supportive Housing (PSH) vouchers, 225 State Housing Choice Vouchers, and 35 State Mod Rehab vouchers, 47 tax credit units, all other grant programs as awarded, and several other business activities), along with any future development projects. Duly qualified firms or individuals responding to this RFP must have a minimum of five (5) years in the business of providing Fee Accounting Services for Public Housing Authorities (PHAs) and other similar quasi-governmental or non-profit housing entities.

The intended term of the contract will be for a two-year period with options to renew to a maximum of five years, beginning October 1, 2020. An initial two-year term will cover fiscal years (July 1st - June 30th) 2021 and 2022. All services must be provided in accordance with Generally Accepted Accounting Principles (GAAP), SAS 112, GASB 68, and the reporting provisions of applicable existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development (HUD), provided that such compliance is in the best interest of the Authority and is required by law.

Responses to this RFP (to include one (1) original and two (2) copies) may be mailed or hand-delivered to: Helena Housing Authority, ATTN: Michael M. O’Neil, 812 Abbey St., Helena, MT 59601. Complete RFP packets are available for download from the ‘Procurement & Contract Opportunities’ page of HHA’s website (hhamt.org/procurement-contract-opportunities).

An individual/firm may email HHA’s Executive Director Michael M. O’Neil at moneil@hhamt.org to ask any questions. Questions regarding this solicitation must be received in writing via email by 5:00 PM on Tuesday, September 8, 2020. Any responses to questions and/or clarifications will be added to the ‘Procurement & Contract Opportunities’ page of HHA’s website to ensure any updates or new information is accessible to all potential respondents in advance of the submittal deadline. Successful award of a two-year contract may include options for contract extensions up to a total of five (5) years.

Requests return receipt with affidavit.
BACKGROUND ON PUBLIC AND INDIAN HOUSING

PUBLIC HOUSING
The Low-Income Public Housing program is authorized under the United States Housing Act of 1937, as amended. It authorizes the U.S. Department of Housing and Urban Development (HUD) to provide technical and financial assistance to public housing agencies (PHAs) in the provision of decent, safe, and sanitary dwellings at affordable rents to lower-income families. The public housing program is administered at the local level by PHAs which are non-Federal public agencies authorized by State legislation and generally established by action of a town, city, county, regional area, or state.

The PHA functions in the capacity of developer, owner, and manager of its low-income public housing developments. The PHA has the responsibility for planning, financing, constructing, and managing its properties subject to applicable laws and contractual relationships with HUD and the local governing body. The landlord-tenant relationship of the PHA is established by virtue of its ownership of the properties and the provisions of individual leasing agreements with its tenants. The PHA performs all the functions of a private landlord, including leasing units, collecting rents, maintaining the properties, and all of the other responsibilities related thereto.

PHA responsibilities for public housing developments are embodied in the State enabling legislation and an Annual Contributions Contract (ACC) entered into between the PHA and HUD. A PHA is required to operate each lower-income project for the purpose of providing decent, safe, and sanitary dwelling units within the financial reach of lower-income families and to operate the project with efficiency, economy, serviceability, and stability.

HUD assists PHAs financially through the ACC by providing capital funds for developing new developments and by making annual contributions (debt service payments) according to the ACC. In addition, the Department provides PHAs/IHAs with annual operating subsidies to assist in maintaining the lower-income character of the developments, providing adequate administrative and maintenance services, and to ensure financial solvency. Operating subsidies help cover annual deficits arising as a result of rent limits and the costs of operations, including utilities that exceed scheduled rents.

HELENA HOUSING AUTHORITY (HHA)
HHA was established by resolution of the Helena City Commission in August of 1939. HHA owns and operates 366 units of public housing scattered amongst 26 different sites throughout Helena. HHA currently administers 386 Local Housing Choice vouchers, including 5 Veteran Affairs Supportive Housing (VASH) vouchers and 40 Permanent Supportive Housing (PSH) Vouchers. HHA also administers 225 Housing Choice Vouchers and 35 Mod Rehab vouchers for the State of Montana Department of Commerce. HHA is also the managing agent for two tax credit projects of a total of 47 units which are treated as component units. Funding sources include approximately $1,000,000 in tenant revenue, $1.2 million in HUD Public Housing Subsidy, $2.0 million in Section 8 revenue, and ~$750,000 in Capital Fund Grants along with several additional business activities and an Energy Performance Contract (EPC). It is anticipated that HHA will engage in new significant redevelopment projects, program development, and related activities in the coming years.
HELENA HOUSING AUTHORITY RESERVED RIGHTS

- The Helena Housing Authority (HHA) reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.

- The HHA reserves the right not to award a contract pursuant to this RFP.

- The HHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful Offeror.

- The HHA reserves the right to determine the days, hours, and locations that the successful Offeror shall provide the services called for in this RFP.

- ALL PROPOSAL PRICES submitted shall be FIRM FOR THE PERIOD OF sixty (60) days from the date proposal (s) are due. No proposal shall be considered which contains any letter or memorandum or other writing qualifying the same, to the detriment of the Housing Authority.

- The HHA reserves the right to negotiate the fees proposed by the Offeror entity.

- The HHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

- The HHA shall have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.

By: ________________________  Date: _____________________

Michael M. O’Neil, Executive Director
Helena Housing Authority (HHA)
INSTRUCTIONS TO OFFERORS AND GENERAL TERMS AND CONDITIONS

A. All proposals shall be ADDRESSED to:

Helena Housing Authority
ATTN: Michael M. O’Neil
812 Abbey St.
Helena, MT 56901

B. All proposals shall be delivered by the specified time. Please place a NOTATION ON THE FRONT of the envelope indicating “PROPOSAL DOCUMENTS FOR: HHA-FY21-RFP-001: FEE ACCOUNTING SERVICES.”

C. ALL PROPOSALS ARE DUE no later than 4:30 PM on TUESDAY, SEPTEMBER 22, 2020. Proposals will be referred to a selection committee for tabulation, review, and subsequent recommendations for action.

D. Complete RFP packets are available for download from the ‘Procurement & Contract Opportunities’ page of HHA’s website (hhamt.org/procurement-contract-opportunities).

Within the packet are the following documents (as listed in the Table of Contents):

1. Request for Proposals
2. RFP Advertisement
3. Background on Public and Indian Housing
4. HHA Reserved Rights
5. Instructions to Offerors and General Terms and Conditions (see Item 11, Attachment C)
6. Scope of Work & Specifications
7. Proposal Evaluation Criteria
8. Summary of Submission Requirements
9. Affidavit of Non-Default
10. Form of Non-Collusive Affidavit
11. HUD FORM 5369-B: Instruction to Offerors (Non-Construction)
12. HUD FORM 5369-C: Certifications and Representations of Offerors
Prospective Offerors must RETURN ITEMS 1-7 to Helena Housing Authority (HHA):

1. Letter of Intent/Cover Page **briefly** describing the Offeror’s desire to submit a proposal:

2. **Statement of Qualifications, including:**

   a) A brief description of firm’s or individual’s background and qualifications, number of years providing related or applicable Fee Accounting Services, and ability to provide the services identified within the Scope of Work & Specifications. In particular, Offeror’s response **must** provide a description of experience working with Public Housing Authorities (PHAs);

   b) The experience and qualifications of each employee/staff/firm member to be assigned to the project, including their qualifications, related experience, intended areas of focus for the project, and cost of service(s), including hourly rates (if applicable);

   c) At minimum, four (4) references of current Public Housing Authorities (PHAs) or other similar quasi-governmental or non-profit housing entities for whom you are providing Fee Accounting Services or have provided such services within the past five (5) years. Public Housing Authorities provided as references must be medium and/or large Public Housing Authorities (having at least 250 units of public housing).

   i. Please provide a brief description of the types of programs receiving Fee Accounting Services, the number of years providing Fee Accounting Services, and current contact information for the referenced organization; and

   d) Proof of experience and ability to prepare a complete Financial Assessment of Public Housing Agencies (FASS PHA) and have access to HUD’s Voucher Management System (VMS).

3. A **proposal summary** highlighting what makes your firm a superior choice for the HHA and any related value-added services not covered in the Scope of Work & Specifications which your firm can offer the HHA;

4. All Offerors must submit proof of **required licenses and insurance**, if applicable;

5. The original **signed and notarized** Affidavit of Non-Default Form;

6. The original **signed and notarized** Form of Non-Collusive Affidavit; and

7. The original **signed** Certifications and Representations of Offerors - **HUD FORM 5369-C**;

E. All Offerors are required to submit proposal services **AS SPECIFIED ABOVE**. Failure to do so will result in a rejection of the proposal.

F. The Offeror agrees that contracts awarded by the Housing Authority WILL NOT BE assigned, transferred, or sublet unless specific permission to do so is requested in writing and granted in writing by Helena Housing Authority.

G. All business relating to Offeror’s proposal shall be transacted at HELENA HOUSING
AUTHORITY OFFICES, unless otherwise agreed upon in contract documents.

H. All proposals will be evaluated based upon rating factors as identified in this RFP (see page 12). A contract will be awarded to the highest scoring responsible individual/firm whose proposal is deemed the most advantageous to HHA, with price and other factors considered.


J. The OFFEROR SHALL be responsible for any damages to Helena Housing Authority caused by the Offeror or his/her/its agents. The Offeror further covenants and agrees and does hereby ASSUME ALL LIABILITY for, and shall agree to indemnify and save harmless the Helena Housing Authority against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in or about the said work or otherwise by reason on any accidents, damages, or injuries, torts, or trespasses happening in and about or in an way incident to or by reason of the performances of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry any applicable or other usual Property Damage and Liability Insurance and to furnish certificate therefore, when required by the Helena Housing Authority.

K. Section 3 requirements are applicable to Helena Housing Authority contracts as required per HUD regulation 24 CFR part 135.

L. The firm/individual (Offeror) guarantees the proposal submitted is not a product of collusion with any other Offeror and no effort has been made to fix the proposal price of any Offeror or to fix any overhead, profit, or cost estimate of any proposal or its price.

M. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM
The successful applicant must covenant and agree to abide by the Federal and State regulations pertaining to Equal Employment as set forth in EXECUTIVE ORDER 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act 1968 (12 USC 170u), as amended and HUD regulations at 24 CR Part 135. In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owed business. Also, the sponsor will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to provide all parties reasonable access to the same basic information.

N. THE ATTACHED FORM HUD 5369-B; SHALL BE CONSIDERED INCLUSIVE OF THE INSTRUCTIONS. As a recipient of federal HUD funds, this is a required attachment.
SCOPE OF WORK & SPECIFICATIONS

The services to be provided will include, but are not necessarily limited to:

A. Review and analyze the books of account and records of the Helena Housing Authority in accordance with the procedures outlined by HUD and GAAP; ensuring the proper recording of receipts and disbursements, and maintenance of a general ledger of all authority activity; and accuracy and transparency of financial statements;

B. Prepare and review necessary journal entries;

C. Review controls of costs and finances and make recommendations to the Executive Director on such matters; providing a report of observations and recommendations to ensure HUD compliance, and best business practices for the housing authority including staffing ratios, property management, and maintenance practices;

D. Prepare and review reports and balance sheets required by Federal, State and/or local laws, statutes, or regulations;

E. Review budgets and budget revisions for all programs; Prepare all documents required for HUD budget and operating subsidy preparation, including subsidy calculation, budget forms, utility estimates, Energy Performance Contract related reporting, and all required HUD forms - HUD-52722 & HUD-52723 Tool and related schedules, and PHA’S financial Internet submissions. Preparation of the PHA operating budgets shall include at least one revision;

F. Provide bi-annual Midyear and End of year in-depth financial reviews and additional periodic reviews as necessary; be available and serve as consultant on accounting, funding and other financial matters;

G. Inform the Executive Director of any matters that come to their attention which causes them to believe that any errors or irregularities or illegal acts may exist; or issues of HUD compliance;

H. Prepare and submit HUD-required Financial Data Schedule (FDS) FDS to HUD’s REAC in the required time frame to obtain the highest possible scores for FASS and MASS reporting; track and report on estimated scoring of financial and management ratios during year to identify areas of concern and allow for necessary operations and management course corrections; preparing necessary financial projections as necessary including simple cash flows, and operating reserves; provide PHAS assistance and appeals;

I. Review monthly submission of Housing Choice Voucher (HCV) VMS reporting to REAC; prepare and submit necessary VMS reporting adjustments; and assist in maintenance of HCV HUD Two Year Tool, and make recommendations on HCV
voucher lease up maximizing authorized voucher count and annual HCV budget authority;

J. Review financial policies and procedures and make recommendations as appropriate;

K. Provide audit ready work papers, financial records, statements, and assistance for the Annual Independent Audit; and other audits as necessary;

L. Assist with the implementation of any HUD-mandated changes or updates;

M. Provide staffing assistance and training support for HHA financial staff transitions;

N. Financial forecasting and analysis of HUD public housing repositioning options and related impacts; and

O. Any additional duties requested by the Executive Director.
RATING FACTORS TO BE USED IN
OFFEROR EVALUATION

For
HHA-FY21-RFP-001: FEE ACCOUNTING SERVICES

All proposals received by the specified date and time will be referred to a selection committee for tabulation, review, and subsequent recommendations for action. A two-year contract will be awarded to the responsible individual/firm whose qualifications are most advantageous to the HHA, with price and other factors considered.

The “Best and Final Offer” is an option available to Helena Housing Authority (HHA) under the RFP process which permits the HHA to request a “Best and Final Offer” from one or more Offerors. A request for a “Best and Final Offer” does not imply selection or contract award.

Although the following criteria will be used in making the selection, no single criterion will be the determining factor in the selection of Offerors with whom the HHA may commence negotiation of the agreements or in the final selection of which proposal best responds to all the needs of HHA.

Proposals will be evaluated upon the following:

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<th>ITEM DESCRIPTION</th>
<th>POINTS</th>
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<td>1)</td>
<td><strong>Statement of Qualifications</strong>: Qualifications, experience &amp; demonstrated ability to provide requested services identified within the Scope of Work &amp; Specifications</td>
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<td>2)</td>
<td><strong>Cost of Service</strong>: Summary of billable employee rates, estimated billables per project focus, including any offered flat rates, special reduced rates, or discounts</td>
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<td>3)</td>
<td><strong>Experience</strong>: Knowledge of and/or experience providing requested services to PHAs, and similar quasi-governmental or non-profit entities</td>
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<td>4)</td>
<td><strong>References (4)</strong>: References showcasing exemplary experience providing requested services to PHAs, and similar quasi-governmental entities, or non-profit entities, or other such organizations</td>
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<td>5)</td>
<td>Proposal Clarity and Responsiveness</td>
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**TOTAL** 100

Added Factors/Points

| 1)  | Minority Participation                                                            | 5      |
| 2)  | Section 3                                                                         | 5      |
SUMMARY OF SUBMISSION REQUIREMENTS

QUALIFIED FIRMS AND INDIVIDUALS MUST SUBMIT THE FOLLOWING TO HHA:

PROPOSAL PACKAGE

☐ A cover page briefly describing the Offeror’s desire to submit a proposal;

☐ Clearly identified Statement of Qualifications as described on page 8, including qualifications, cost, references, and the demonstrated ability to provide requested services identified within, and in addition to, the Scope of Work & Specifications;

☐ A proposal summary highlighting what makes your firm a superior choice for HHA and any value-added services not covered in the Scope of Work & Specifications which your firm can offer HHA;

☐ Proof of required licenses and insurances

☐ The original signed and notarized Affidavit of Non-Default form;

☐ The original signed and notarized Form of Non-Collusive Affidavit; and

☐ The original signed form of the Certifications and Representations of Offeror’s HUD form 5369-C

PLEASE REMEMBER!

Copies of the RFP Document Required:
One (1) original and two (2) copies

Submission deadline: Responses MUST be received by this date and time, not post-marked.
4:30 PM, September 22, 2020

Location to submit:
Helena Housing Authority
ATTN: Michael M. O’Neil
812 Abbey
Helena, MT 59601

All inquiries regarding this solicitation must be directed in writing (by 5:00 PM on 9/8/20) to:
Michael M. O’Neil, Executive Director at moneil@hhamt.org
Attachment A

Affidavit of Non-Default
AFFIDAVIT OF NON-DEFAULT

State of ________________________________

County of ________________________________

_____________________________ being first duly sworn, deposes and says:

That he/she is ___________________________________________________________

(Owner, Partner, Officer, Representative or Agent)

In the firm doing business as ______________________________________________

(Name of firm)

and makes the following representation:

The firm’s current standing with HUD assures the firm has no legal action pending
regarding work process and procedures and no felony conviction records.

Signature: ______________________________________________________________

Subscribed and sworn to before me this ________ day of

_____________________________, 2020.

_________________________________________
(Notary Public)

My commission expires: __________________________
Attachment B

Form of Non-Collusive Affidavit
FORM OF NON-COLLUSIVE AFFIDAVIT

State of ____________________________________
County of ___________________________________
______________________________________________, being first duly sworn, deposes and says:

That he/she is ___________________________________________________________________
(Owner, Partner, Officer, Representative or Agent)
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 of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or
of that of any other bidder, or to secure any advantage against the Helena 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 before me this ___________day of ___________________________, 2020.
_________________________________________
(Notary Public)
My commission expires: _____________________
Attachment C

HUD 5369-B: Instructions to Offerors (Non-Construction)
1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, letter or telegram, or
(3) 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
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 is:

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 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, offers 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 prior to bid opening. Proposals may be withdrawn in person by a proposer, 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 informality 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 respect 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 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 D

HUD 5369-C: Certifications and Representations of Offerors
Certifications and Representations of Offerors
Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/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/offeree represents and certifies as part of its bid/offer 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/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/offeree 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/offeree 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/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/offeree 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/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/offorer deletes or modifies subparagraph (a)(2) above, the bidder/offorer 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 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: