

REQUEST FOR PROPOSALS
FOR
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

**Rent Reasonable Determination
(CDA-owned Units)**

RELEASE DATE: Friday, May 29, 2020

**RESPONSE DATE AND TIME:
Friday, June 26, 2020, by 2:00 PM**

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ATTACHMENTS: **(Complete attachments where applicable and return with proposal)**
A) Overall Price Rent Determination
B) Certifications and Representations of Offerors (form HUD-5369-C)
C) Instructions to Offerors Non-Construction (form-HUD-5369-B)

AMENDMENTS: If it becomes necessary to revise this RFP, amendments will be posted at <http://www.dakotacda.org/>. **It is the responsibility of the proposer to check this website throughout the open proposal period.** The CDA will not be responsible for incorrect proposals due to proposer's noncompliance with amendments.

SECTION I – GENERAL TERMS AND CONDITIONS

1.1 SUMMARY STATEMENT

The Dakota County CDA, hereinafter referred to as “CDA,” is seeking a qualified firm to perform Rent Reasonable Determination Services for our Housing Choice Voucher (HCV) Program located in Dakota County.

The intent of this Request for Proposals (RFP) is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the CDA.

The CDA was established in 1971 as the Dakota County Housing and Redevelopment Authority, pursuant to special Minnesota Legislation. The CDA's jurisdiction is Dakota County, MN. The HCV Program is federally subsidized by the U.S. Department of Housing and Urban Development (HUD) to provide decent, safe, sanitary and affordable housing to low and moderate-income families. The HCV Program is regulated by the Housing Act of 1937 as amended, and regulations promulgated pursuant thereto, and applicable laws of the State of Minnesota.

1.2 PROCUREMENT METHOD

This contract will be awarded in accordance with the Competitive Proposal procurement method per the CDA's Procurement Policy. The intent of this RFP is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the CDA.

1.3 CONTRACT DURATION

The contract resulting from this RFP shall be for the period of one (1) year, with the opportunity for two (2) one (1) year extensions.

1.4 INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the CDA is contracting with the successful proposer as an independent contractor. The parties hereto understand and agree that the CDA shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful proposer under this contract and that the successful proposer has no authority to bind the CDA.

1.5 CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible parties, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Housing Authorities), and have all applicable licenses and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations when necessary to protect the CDA in its business dealings.

1.6 CONDITIONS FOR SUBCONTRACTING AND APPROVALS

The Contractor may not subcontract any portion of the services provided under this RFP without obtaining the prior written approval of the CDA, which approval the CDA may withhold or condition in its sole and absolute subjective discretion. The CDA shall not be responsible for the fulfillment of the contractor's obligations to their subcontractors.

1.7 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, a proposer, if selected for award, shall be deemed to have accepted the terms of this RFP, and any revisions thereto, and this RFP shall be made a part of the engagement contract with the successful proposer. Proposers must adhere to all mandatory contract clauses per HUD Handbook No. 7460.8 REV 2, table 5.1.

1.8 INDEMNITY

Contractor covenants and agrees to fully indemnify and hold harmless the CDA and the elected officials, employees, officers, directors, and representatives of the CDA, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CDA, directly or indirectly arising out of resulting from or related to contractor's activities under this contract, including any acts or omissions of contractor, any agent, officer, director, representative, employee, consultant or subcontractor of contractor, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this contract, all without, however, waiving any governmental immunity available to the CDA under Minnesota State law and without waiving any defenses of the parties under Minnesota State law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the CDA in writing of any claim or demand against the CDA or contractor known to contractor related to or arising out of contractor's activities under this contract and shall see to the investigation and defense of such claim or demand at contractor's cost. The CDA shall have the right, at its option and at its own expense, to participate in such defense without relieving contractor of any of its obligations under this paragraph.

It is the express intent of the parties to this contract, that the indemnity provided for in this section, is an indemnity extended by contractor to indemnify, protect and hold harmless the CDA from consequences of the CDA's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the CDA is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of the CDA is the sole cause of the resultant injury, death, or damage. Contractor further agrees to defend, at its own expense and on behalf of the CDA and in the name of the CDA, any claim or litigation brought against the Authority and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or

damage for which this indemnity shall apply, as set forth above.

1.9 PROFESSIONAL LIABILITY AND WORKERS COMPENSATION INSURANCE

Type	Amount
Workers Compensation	Workers' compensation coverage or certification of excluded employment from workers' compensation requirements.
Insurance	<p>Contractor shall provide to the CDA, prior to or concurrent with the execution of this Contract, certificate(s) of insurance naming Dakota County CDA as certificate holder or certified copies of such existing policies of insurance, demonstrating:</p> <ul style="list-style-type: none"> A. General liability coverage of at least \$1,500,000 per occurrence and aggregate and naming Dakota County CDA as an additional insured; B. Automobile liability coverage of at least \$1,500,000 per occurrence and aggregate and naming Dakota County CDA as an additional insured, C. Workers' compensation coverage or certification of excluded employment from workers' compensation requirements. <p>Contractor shall pay all retentions and deductibles under such policies of insurance. If Contractor does not have existing coverage(s) or has coverage(s) in limits less than that set out above, Contractor must obtain from the CDA, prior to or concurrent with the execution of this Contract, a waiver of the coverage(s) or agreement to lower coverage limits from the CDA.</p>

1.10 PAYMENT TERMS

Invoices for the payment of services shall be submitted to the CDA in a monthly summary format for work performed in the preceding month, or as agreed upon in advance.

1.11 SECTION 3

If the successful proposer or a subcontractor of the successful proposer has the need to hire new persons to complete their contract responsibilities, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. In addition, the successful proposer must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

Section 3 Business Concern means a business concern that is (1) 51 percent or more owned by Section 3 residents; or (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."

Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in Dakota County and who is: (i) A low-income person, as defined to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or (ii) *A very low-income person*, as defined to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

SECTION II – SCOPE OF WORK

2.1 SCOPE OF WORK

The CDA is seeking a qualified service provider that will provide a rental comparability certification in order to ensure compliance with HUD's Section 8 Housing Choice Voucher Rent Reasonableness regulations found at 24 CFR 982. The system must provide the CDA with certification that the rent to CDA-owned units is a reasonable rent in comparison to rent for other comparable unassisted units. In order to make this determination, the service provider must consider:

- (1) The location, quality, size, unit type, and age of the contract unit.
- (2) Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

The CDA must be able to request comparability certification at any time for a specific address and unit size. The comparability certification must be presented with enough detail to justify a Rent Reasonableness determination. The certification must be printable and include reporting and audit functionalities.

2.2 GENERAL REQUIREMENTS

The successful proposer system must be a web-based system that will use current local market comparable ("comps") rental rates specific to the cities in Dakota County, MN to assist the CDA by making Rent Reasonableness Determinations. Comparable data must be drawn from conventional rental units not subject to government subsidy restrictions and must be updated regularly to reflect current market conditions. The CDA currently has approximately 350 Housing Choice vouchers in CDA-owned units, with an additional 120 units expected to be CDA-owned on, or about, July 1, 2020.

SECTION III – EVALUATION FACTORS

3.1 EVALUATION OF AUDIT PROPOSALS

Proposals shall be evaluated only on the criteria stated in this RFP in accordance with the Competitive Proposal procurement method. The criteria will be fairly and thoroughly evaluated by an Evaluation Committee. All proposals will be rated on a scale of 0 to 100 points, with criteria weighted as listed below. All vendors shall respond to, and will be rated on, the following criteria, which shall be submitted in the format defined in Section 4.3.

RATING FACTOR	MAXIMUM POINTS
Technical Plan - Using a separate sheet or own company document please answer the following questions. <ul style="list-style-type: none">- Describe the source of market data and how often it is refreshed.- Describe in detail how you will separate one (1) bedroom from a two (2) bedroom and so forth.- Describe in detail your method for providing the rent reasonable determination.- Describe in detail how you will guarantee the return of results within 24 business hours from the data request.	35
Previous Experience and Ability to Perform the Work - Using a separate sheet or own company document please answer the following questions. <ul style="list-style-type: none">- Describe your company's previous experience and capability of providing the requested services described under Section II, Scope of Work.- State the names and locations of all the Public Housing Authority facilities that you currently service as well as those that you have provided proposals for and did not win the proposal in the past five (5) years.	30
Overall Price of the Proposal: <ul style="list-style-type: none">- Using the form attached to this RFP labeled "Attachment - A – Pricing," please provide pricing.	35
MAXIMUM ALLOWABLE POINTS	100

A contract will be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the CDA.

SECTION IV – PROPOSAL FORMAT AND INSTRUCTIONS

4.1 POINT OF CONTACT

The sole point of contact at the CDA for purposes of this RFP prior to the award of a contract is the CDA's Director of Housing Assistance. All contact relative to this RFP should be made in writing and directed to:

Lisa Hohenstein, Director of Housing Assistance
Dakota County CDA
1228 Town Centre Drive
Eagan, MN 55123
E-mail: lhohenstein@dakotacda.state.mn.us

4.2 REQUEST FOR INFORMATION

Any prospective proposer desiring an explanation or interpretation of this RFP must request in writing, by e-mail or regular mail, such request for information which must be received no later than seven (7) days prior to the proposal date. Requests shall be directed to the point of contact at the address listed in Section 4.1, herein. Any information given to a prospective proposer concerning the solicitation will be furnished promptly to all known prospective proposers and posted on www.dakotacda.org if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective proposers. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

4.3 PROPOSAL FORMAT

COMPANIES INTERESTED IN RESPONDING TO THIS RFP MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW. BE SURE TO ADDRESS ALL SELECTION CRITERIA (SECTION 3.1) IN YOUR RESPONSE.

- TAB 1:** Title page should include the proposal subject, the company name, address, telephone number, fax number, e-mail address, contact person, date of the proposal, and Federal ID Number.
- TAB 2:** A table of contents with page numbers.
- TAB 3:** A transmittal letter briefly introducing the firm and stating the service to be provided.
- TAB 4:** Response to Technical Plan – Listed in Section 3.1
- TAB 5:** Response to Previous Experience – Listed in Section 3.1
- TAB 6:** Completed Attachment – A - Overall Price of Proposal.
- TAB 7:** Completed Attachment – B - Certifications and Representations of Offerors Non-Construction Contract (form HUD-5369-C).

4.4 **GENERAL INFORMATION**

- A. Prepare your proposal in a practical, legible, clear, and straightforward manner. All prices and amounts must be written in ink or machine printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind, may be rejected by the CDA.
- B. Refer to Section III, Evaluation Factors, for the criteria that will be used to evaluate proposals.
- C. The Proposal shall be signed by an official authorized to bind the company.
- D. Proposals submitted are irrevocable for 90 days following the closing date. This period may be extended at the CDA's request only with the proposal's written consent.
- E. Unless there is no need for negotiations with any other proposer, negotiations shall be conducted with proposers who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such proposers shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise solicitors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of the conformance to the solicitation requirements. No proposer shall be provided any information about any other proposal, and no proposer shall be assisted in bringing its proposal up to the level of any other proposal. Proposers shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.
- F. Any actual or prospective contractor may protest the solicitation or award of a contract for the serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may at their discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
- G. Cancellation of solicitations: This RFP may be canceled before Proposals are due if: the CDA no longer requires the supplies, services or construction; the CDA can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

A solicitation may be canceled and all proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the CDA; prices exceed available funds; there is reason to believe that proposals

may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the CDA.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any proposer solicited.

A notice of cancellation shall be sent to all proposers solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation or future procurement of similar items.

If all otherwise acceptable proposals received in response to an RFP are at unreasonable prices, or only one proposal is received and the price is unreasonable, the CDA shall cancel the solicitation and either: a) Re-solicit using a request for proposals; or b) Complete the procurement by using the competitive proposals method (when more than one otherwise acceptable proposal has been received), or by using the noncompetitive proposals method (when only one proposal is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all proposers are informed of the CDA's intent to negotiate, and each responsible proposer is given a reasonable opportunity to negotiate.

4.5 AMENDMENTS TO RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Proposers that picked up and signed for this RFP or otherwise are known by the CDA to have obtained this RFP. Amendments will be posted at www.dakotacda.org. **(It is the responsibility of the proposers to check this website throughout the open RFP period).** The CDA will not be responsible for incorrect proposals due to Proposer's noncompliance with amendments.

SECTION V – PROPOSAL SUBMITTAL

5.1 FORM OF SUBMITTAL

Submit one (1) clearly labeled original and three (3) copies of your proposal and completed Attachments as defined in Section 4.3, Proposal Format, in a sealed package with the company submitting identified on the package, addressed as follows:

Dakota County CDA
1228 Town Centre Drive
Eagan, MN 55123

Attention: Lisa Hohenstein, Director of Housing Assistance
PROPOSAL: RENT REASONABLE SERVICES

5.2 DELIVERY OF PROPOSALS

The proposal shall be properly addressed as shown in Section 5.1, and delivered or mailed so that the proposal is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Proposers mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the CDA; please note that daily mail through the U.S. Post Office is picked up by 10 a.m. Proposals received by the CDA after the closing time and date will not be considered. Proposals delivered by e-mail or fax shall not be considered. The CDA does not accept responsibility for late or mis-delivered proposals.

5.3 RESPONSE DATE AND TIME

The response date and time is:

Friday, June 26, 2020 @ 2:00 PM

Attachment – A
Overall Price

Entry of Proposed Fees: The proposed fees shall be submitted by the proposer and received by the CDA where provided. Please enter below the proposed unit fees for each of the following pricing items. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the noted services, including, but not limited to (unless otherwise stated herein): employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. You must enter a proposed fee for the majority of Pricing Items (a "No Proposal" is not allowed for any item), though a "No Charge" is allowed for several of the Pricing Items.

Certification Fee	Database Fee (if any)	TOTAL SERVICE PRICE (per certification)

Price Score = Max Points * (Low Proposal / Proposal being Evaluated)

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 non-construction 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, HA's would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this

contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Instructions to Offerors Non-Construction

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

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offerer 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 offerer whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

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

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offerer'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 offerer within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]