

REQUEST FOR PROPOSALS  
PROFESSIONAL HOUSING CONSULTING SERVICES

The Housing Authority of the City of Frederick (HACF) requests proposals from qualified consulting firms to provide consulting services relative to the recapitalization and development of its housing portfolio. HACF intends to designate a consultant for 2018 and 2019.

The Housing Authority of the City of Frederick was established in 1938. HACF currently owns and manages approximately 400 public housing units on 6 sites in the City of Frederick (the “City”) and administers approximately 800 Housing Choice Vouchers to assist eligible families with housing assistance in the private rental market throughout the City. The Housing Authority is governed by a 5-person Board of Commissioners.

*SCOPE OF SERVICES*

The types of assistance sought by the Authority may include some or all of the following:

1. Architectural and Environmental standards
2. HUD site and neighborhood standards
3. HUD procurement standards
4. Federal environmental review requirements and the preparation of environmental review records
5. General advice on the formation of development teams
6. General technical advice on the income mix of tenants
7. Use of public housing operating subsidies, Section 8 vouchers, HOME Tenant Based Rental Assistance and other rental assistance programs
8. Use of Capital Fund resources for acquisition, demolition and development, including assistance in the preparation of applications and proposals to HUD
9. Low Income Housing Tax Credit strategies
10. Tax exempt bond strategies
11. Use of MD DHCD/CDA financing programs including construction and permanent financing
12. Use of funds from programs such as the Community Revitalization Program, the Communities of Opportunity Program and the Neighborhood Assistance Act Tax Credit Program
13. Use of Federal Home Loan Bank funds
14. Use of Frederick HOME and/or CDBG funds
15. Represent the Authority as necessary in its dealings with government agencies, lenders, equity investors, developers and non profit organizations
16. Preparation and/or review of financial forecasts, operating budgets, development budgets and feasibility analyses
17. General consulting services on technical issues related to Year 15 properties, and calculation of taxable income, allocation of cash flow and income, and other issues that may arise

18. Layering and underwriting analytical services
19. Structuring loan agreements and drafting notes and mortgage documents for all supplemental funds
20. Preparation of applications for financial assistance from private foundations, as well as public and private sources
21. Preparation of HUD demolition and/or disposition applications
22. Assistance in preparing request for proposals and selection of eligible respondents, as necessary

### ***INFORMATION TO BE PROVIDED BY OFFEROR***

Interested parties must submit three copies of a written proposal to the Housing Authority of the City of Frederick, 209 Madison St, Frederick, MD 21701. The deadline for the submission of proposals is 3:00 P.M. on July 20, 2018. Proposals received after this time will not be considered.

The offeror's written proposal must include the following:

- < History, background and stability of the offeror
- < Statement of familiarity working with public housing authorities and with affordable rental housing development programs in the State of Maryland, and in general
- < Detailed statement of familiarity with the proposed scope of services
- < Identification of key staff to be assigned to the project with resumes and/or vitae
- < Reference of other PHA's where similar services have been performed
- < Fee schedule and basis for compensation including hourly rate.
- < A fixed-priced options for specific activities.
- < Statement that the offeror is willing to negotiate the proposed price for specific activities.
- < Statement that the offeror is not debarred, suspended or otherwise prohibited from doing business with Federal, state or local agencies

### **In addition to the above written proposal, offerors must provide the following Certifications:**

**Errors and Omissions Insurance:** Provide a certificate documenting coverage for Professional Errors & Omissions Liability Insurance with minimum limits of \$1 million per claim and \$2 million per aggregate for a period extending two years past the date of contract completion; General Liability Insurance of at least \$1 million per occurrence and \$1 million per aggregate covering the activities to be performed; Automobile Liability Insurance with coverage of at least \$500,000 per occurrence; and Worker's Compensation Insurance as required by the laws of the State of Maryland. Failure to submit this required certificate of insurance will result in the automatic rejection of the proposal.

**Representations, Certifications and Other Statements of Bidders:** Provide an executed

Representations, Certifications and Other Statements of Bidders using form HUD 5369-A (Attachment 1). Failure to submit this required certification will result in the automatic rejection of the proposal.

**Certification Regarding Debarment and Suspension:** Provide an executed certified statement that the Firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency, using form HUD-2992 Certification Regarding Debarment and Suspension (Attachment 3). Failure to submit this required certification will result in the automatic rejection of the proposal.

**Certification for a Drug-Free Workplace:** Provide and executed Certification for a Drug-Free Workplace using form HUD-50070 (Attachment 4). Failure to submit this required Certification will result in the automatic rejection of the proposal.

**Certification of Payments to Influence Federal Transactions:** Provide an executed Certification of Payments to Influence Federal Transactions using form HUD-500071 (Attachment 5). Failure to submit this required Certification will result in the automatic rejection of the proposal.

**Non-Collusive Affidavit:** Provide an executed Non-Collusive Affidavit. (Attachment 6) Failure to submit this affidavit will result in the automatic rejection of the proposal.

**Public Works Employment Verification:** Provide an executed Employment Verification Form (Attachment 7). Failure to submit this required Verification will result in the automatic rejection of the proposal.

**Contractor's Section 3 Compliance Certification:** Provide an executed Contractor's Section 3 Compliance Certification (Attachment 8). Failure to submit this required Certification will result in the automatic rejection of the proposal.

**References:** Provide a minimum of three (3) references, to include names, addresses, and telephone numbers.

*OTHER REQUIRED INFORMATION*

**Proposal Due Date:** The Housing Authority of the City of Frederick requests sealed proposals for real estate consulting services by **3:P.M, EDT, on July 20, 2018. Proposals shall be submitted in a sealed package clearly marked "Proposal for Professional Housing Consulting Services and submitted to:**

**Angie Liddiard, Director of Development  
Housing Authority of the City of Frederick  
209 Madison St  
Frederick, MD 21701**

**Interpretation:** Questions about how to interpret this RFP may arise, and if so respondents should submit questions by **July 18, 2018 12:00 pm**. Questions shall be submitted via email at [aliddiard@hacfrederick.org](mailto:aliddiard@hacfrederick.org). HACF shall respond to all questions no later than **July 19, 2018, 3:00 pm** via email.

HACF reserves the right to amend the Scope of Work or Submission Requirements or any part of this RFP, prior to or subsequent to the submission deadline. Should this become necessary, HACF shall issue a written amendment to all those prospective Firms who were issued a copy of the RFP, and if necessary, based on the nature and extent of the amendment, to all those who submitted a proposal and if necessary HACF will provide a date for submitting additional information based on the amendment. Absent an amendment by HACF, and minor omissions mentioned below, no modification to the Firm's submission shall be accepted after the submission deadline.

**HACF Options:** All submissions in response to this request will become the property of HACF. Final awards will be subject to available funds.

HACF will consider as NON-RESPONSIVE any Firm for which critical information is lacking or whose submission represents a substantial deviation from the requirement of the RFP.

**Withdrawal of Interest:** Any Firm may withdraw his/her interest at any time prior to the scheduled closing time of receipt of the proposal.

**Personnel:** The procured Firm will not be considered HACF personnel, and HACF assumes the proposal of certain personnel to be a statement of their availability to perform the work.

**Miscellaneous:** This RFP does not commit HACF to award a contract, pay any cost incurred in the preparation of a response to this request, or to procure or contract for services. HACF reserves the right to accept or reject any or all responses received as a result of this request, to waive any informalities, to negotiate with qualified Firms, or to cancel in part or in its entirety the RFP, if it is in the best interest of HACF.

**Equal Opportunity Programs:** The selected Firm hereby agrees to comply with Maryland's Fair Employment Practices Act, the State's Minority Business Enterprise/Disabled Veterans Business Enterprise Program (MBE/WBE/DBE), as well as the Equal Opportunity Program for Non-Construction Contractors doing business with housing authorities, and any other applicable federal and state laws and regulations. The Firms that are identified as a minority or women owned business enterprise (MWE/WBE/DBE) must also submit current certification documents.

**Section 3:** The selected Firm hereby agrees to comply with Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968. The purpose of Section 3 is to ensure that

employment and other economic opportunities generated by certain HUD financial assistance, shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws, be directed toward low and very low income persons. Low-income is defined as a single person or family whose income does not exceed 80 % of the median income for the area. A very low-income person is defined as a family or single persons whose income does not exceed 50% of the median income for the area. Section 3 is applicable when funds from the U. S. Department of Housing and Urban Development are used on a project and when additional persons (new hires) are employed. A new hire is any person hired after signing the contract or who is not a current employee. For information regarding our Section 3 program, contact the HACF Executive Director.

### *SELECTION FACTORS*

Each proposal will be rated and ranked in accordance with the following criteria:

- Demonstrated understanding and comprehensiveness of the proposal (10 points)
- Technical approach (including, if appropriate, labor categories, estimated hours, and skill mix) and the proposer's proposed work plan to provide the required services (15 points)
- Technical capabilities / qualifications of the proposer (15 points)
- Demonstrated experience in performing similar work and proposer's demonstrated successful past performance (15 points)
- Proposed costs, including hourly rates for key staff assigned (15 points)
- Overall quality, organization, and professional appearance of the submitted proposal (10 points)
- Overall compatibility with HACF mission and vision. (20 points)

Total Points: 100

**Attachment 1: Form HUD 5369-A. Representations, Certifications and  
Other Statements of Bidders**

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

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

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

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**1. Certificate of Independent Price Determination**

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[ J Contracting Officer check if following paragraph is applicable)

(d) Non-collusive affidavit (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be

made without a properly executed affidavit

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

**2. Contingent Fee Representation and Agreement**

(a) Definitions. As used in this provision:

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

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

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

(1) [ J has, [ J has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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



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

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

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

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

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

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 4508) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

(a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operations in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b)  is,  is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c)  is,  is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members of, 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 |

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

The bidder represents and certifies that it

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that

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

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

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

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid non-responsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature 1; and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

Attachment 2: Form HUD 5369-B Instructions to Offerors - Non-  
Construction

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]