

RFP # HC2024-01

Request for Proposal for
Development Partner for Housing Connect

VALUE BASED SELECTION

PREPARED BY:

Housing Connect

3595 South Main Street
Salt Lake City, UT 84115

Paul Wellington

Procurement Manager
pwellington@housingconnect.org

Issued

February 08, 2024

Small, Minority and Women Owned Businesses are Encouraged to Apply

Introduction:

Housing Connect is the Housing Authority for the County of Salt Lake. Our mission is to connect people and communities to quality affordable housing opportunities while promoting self-sufficiency and neighborhood revitalization. Housing Connect is seeking an experienced, innovative, and proven development firm to assist it in developing a housing development in the Metro Township of Kearns in Salt Lake County, Utah. The development would include the new construction of approximately 45-68 units of housing and the renovation of an existing 32 units of housing. Housing Connect recently purchased a 3.13-acre parcel at 5000 W 5035 S which was recently rezoned to permit multifamily housing. Adjacent to this site, Housing Connect owns Kearns Mountain View development, an existing 32-unit development on 5.78 acres of land at 5100 South 4950 West, Kearns.

The selected firm must have direct experience in implementing Low-Income Housing Tax Credits, State and HOME funds, and working collaboratively with a housing authority/non-profit sponsor. The selected developer will be responsible for project management, controlling documents for implementation, financing, negotiating partnership agreements, final development, and construction oversight.

This solicitation contains submission requirements, project descriptions, terms and conditions, and other pertinent information relevant to submitting a proper and responsive response to the solicitation.

Prospective offerors can submit written questions by email to ewhittle@housingconnect.org. Questions will be collected and answered as described below.

You may obtain a copy of the solicitation RFP and submission requirements by e-mailing pwellington@housingconnect.org. Packages will be available beginning February 08, 2024, at 3:00 PM MDT.

All responses to the solicitation must be submitted electronically: **Housing Connect Development Firm Solicitation, Due February 29, 2024, at 3:00 PM MDT**. The solicitation response must be sent to pwellington@housingconnect.org. Late submissions will not be accepted. Housing Connect reserves the right to reject any and all proposals.

Notice: Any contact, whether to influence selection of proposal or for any other reason by a respondent with members of the Housing Connect Board and/or staff related to this procurement other than to Paul Wellington, as provided above, during the procurement process, may result in disqualification of a proposal.

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Solicitations and Invitation

Housing Connect is seeking an experienced, innovative, and proven development firm to assist it in developing a housing development in the Metro Township of Kearns in Salt Lake County, Utah. The development would include the new construction of approximately 45 units of housing and the renovation of an existing 32 units of housing.

Contact Person

Housing Connect
Paul Wellington
Procurement Manager
pwellington@housingconnect.org

Schedule of Events

* Submission Deadline: Due Before	February 29, 2024, at 3:00 pm MDT
Release of RFP	February 08, 2024, 5:00 PM MDT
Questions Due	February 15, 2024, 3:00 PM MDT
Answers to Questions	February 21, 2024, 3:00 PM MDT
Housing Connect Interviews with Candidates	March - TBD
Contract Negotiations:	March - TBD
Contract Award Announcement:	TBD
Contract Signing/Kickoff Meeting	TBD

Attachments:

Contact Information Form
Certification Regarding Debarment or Suspension
HUD-5369-B
HUD-5369-C
Section 3

Housing Connect's Reservation of Rights

1. Housing Connect reserves the right to reject any and all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time, if deemed by Housing Connect to be in its best interest.
2. Housing Connect reserves the right to not award a contract pursuant to this RFP.
3. Housing Connect 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 proposer.
4. Housing Connect reserves the right to determine the work schedule and locations that the successful proposer shall provide the services described in the RFP.
5. Housing Connect reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of Housing Connect.
6. Housing Connect reserves the right to negotiate the fees proposed by the proposer entity as described in the RFP.
7. Housing Connect 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.
8. Housing Connect shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
9. Housing Connect shall reserve the right, at any time during the RFP or contract process, to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the required details herein.

Housing Connect Project Overview and Goals

Housing Connect's goal in issuing the RFP is to provide additional affordable rental housing for low-income individuals and families living in Salt Lake County.

Project Description

Housing Connect is the Housing Authority for the County of Salt Lake. Our mission is to connect people and communities to quality affordable housing opportunities while promoting self-sufficiency and neighborhood revitalization. Housing Connect is seeking an experienced, innovative, and proven development firm to assist it in developing a housing development in the Metro Township of Kearns in Salt Lake County, Utah. The development would include the new construction of approximately 45 units of housing and the renovation of an existing 32 units of housing. Housing Connect recently purchased a 3.13-acre parcel at 5000 W 5035 S which was recently rezoned to permit approximately 15 units per acre. Adjacent to this site, Housing Connect owns Kearns Mountain View development, an existing 32-unit development on 5.78 acres of land at 5100 South 4950 West, Kearns.

The development consultant will represent Housing Connect. The development phase includes securing LIHTC and other needed funding, procuring an architect and general contractor, overseeing construction, and guaranteeing a smooth transition from construction to operations.

Responses that demonstrate an ability to complete the development on the earliest possible realistic schedule will be favorably viewed. The respondent shall certify its ability to start work immediately and should propose a staffing plan that describes the exiting time commitments of the staff proposed to be assigned to the project and whether the staff will be locally based. The selected respondent will develop a compressive plan with a budget and submit it to Housing Connect. The goal of the project is to develop the maximum number of quality affordable units.

Timeline

Housing Connect plans to submit a LIHTC application in 2024. Construction will begin as soon as possible after the LIHTC award.

Ownership Structure

Housing Connect will serve as the sole general partner of a limited partnership, necessitated by the use of the Low-Income Housing Tax Credit program.

Financing Sources

This project will be financed from a combination of funding including Low-Income Housing Tax Credits, Olene Walker Housing Loan Fund, HOME funds, RDA, and/or CDBG funds, along with an amortizing debt. The selected developer consultant would be responsible for identifying and acquiring funding Please note Housing Connect will provide a minimum number of project-based vouchers to support project goals and anticipates paying for some supportive services out of the operating budget.

Project Goal

Housing Connect would like to maximize the number of units while reserving a substantial number of units for refugee families and/or homeless families. The development consultant will be asked to work with Housing Connect to identify appropriate amenities, service costs the operating budget can sustain, and space needed for supportive services.

Housing Connect Role:

Housing Connect will assist with linkages and public relations between the development and the community. In addition, Housing Connect will:

- Provide some guarantees to be negotiated with the selected firm and various lenders and syndicators, as applicable.
- Assist in applying for state/federal funding for development financing, as necessary.
- Provide the land for the development.
- Maintain operational control of the subject property (either Housing Connect or its non-profit affiliate).
- Collaborate with the selected firm to finalize detailed projects and operating budgets showing at least 15-year projections.
- Obtain local support for the projects.
- Participate in the overall development process including making decisions impacting the development and management of the projects.
- Engage the selected firm in the overall development process including decisions impacting the development and management of the project.
- Develop, plan, and operate supportive services needed for target population.
- Provide property management and maintenance services for the property.

Scope of Services

Development Firm Role:

Throughout the development, the Developer will work closely with Housing Connect's staff, community, and their consultants. The Developer will be responsible for ensuring that the proposed development is financed and implemented based on the requirements of community and finance partners.

The following will be the responsibility of the selected consulting firm (this list is not necessarily comprehensive):

- Provide the necessary staffing, expertise, and supervision to implement all aspects of the development.
- Develop architectural plans and construction documents consistent with the proposed population and with funding requirements and obtain local approvals and permits.
- Lead efforts to complete requirements to purchase property.
- Work with Kearns Metro Township to guarantee that access and infrastructure expectations are met.
- Procure and manage consultants and contractors necessary to perform the work items that will effectuate the development.
- Communication through regularly scheduled meetings with teams and/or consultants in which the Developer participates.
- Collaborate with an architect on undertaking and conducting geotechnical testing and an analysis of the utilities and infrastructure needed.
- Ensure the project is constructed and managed with the highest quality materials and workmanship.
- Assist with finalizing favorable capital stack and preparation of financial applications, possibly including but not limited to; Low Income Housing Tax Credits, Federal Home Loan Bank, Olene Walker Housing Loan Fund, Salt Lake County, and other applications as determined necessary by Housing Connect and/or the selected firm.
- Assist Housing Connect in negotiating favorable operating and financing guarantees with the equity investor and other lending institutions, as applicable.
- Help encourage the participation of Section 3 firms throughout the project by providing genuine training and employment opportunities.
- Responsible for developing a construction strategy and a development implementation schedule.
- Create detailed development and operating budgets.
- Work with Housing Connect to develop a detailed project budget or operating pro forma analyses showing at least 15-year projections. The selected consulting firm will be required to expand and update the budgets throughout the development process.
- Responsible for compiling data for regular monthly reports of the progress of development efforts, including work completed associated costs, schedule, and budgetary requirements.

- Work with Housing Connect and the legal team to create an ownership structure for the development which shall name Housing Connect, or its non-profit affiliate, as its general partner or managing member.
- Procure an architect and construction contractor with the approval of Housing Connect.
- Assure smooth transition from construction to operating.
- Attend meetings with local government and community members.

Preferred Qualifications

Housing Connect prefers to work with a development consultant that meets the following qualifications:

1. Experience working with housing authorities and non-profits on affordable housing developments, including acquisition, construction, and rehabilitation of affordable housing units.
2. Experience with LIHTC development and other affordable housing financing programs.
3. Expertise in entitlements.

Submission Requirements

To provide all responding firms with equal consideration and opportunity to be evaluated fairly, submissions must be formatted as described below. The sections that must be included in the written submission are below and must be clearly labeled and assembled in the order provided below. Responses that do not include all required information may be deemed unresponsive.

All responses to the solicitation must be submitted electronically and labeled as follows: **Housing Connect Development Firm Solicitation, Due February 29, 2024, at 3:00 PM MDT**. The solicitation response must be emailed to Paul Wellington, Purchasing Agent, Housing Connect, ewhittle@housingconnect.org. Late submissions will not be accepted.

TAB 1: Letter of Interest

The respondent's submittal shall be accompanied by a Letter of Interest on the respondent's letterhead. The letter should state that the proposer understands the scope of services, the commitment to perform the services expeditiously, and a brief statement indicating why the respondent believes they are the best qualified to perform the engagement. Describe how the respondent will work with Housing Connect to develop a collaborative working relationship and to resolve any differences in the revitalization program.

TAB 2: Organizational Description

Provide a general description of the respondent, including the nature of the business or organization, a brief summary of its history, and its size. Describe the philosophy, approach, and preferred methods for meeting requirements requested in the scope of services. Describe how the respondent intends to meet Housing Connect's request to have a "teaching spirit" which guides, coaches, and develops capacity of key Housing Connect staff through the revitalization, financing, and compliance phases.

TAB 3: Key Personnel

Names and resumes of key personnel who will constitute the development team under this request. This shall include, but not be limited to: an organizational chart providing the identity of interested corporations that may participate in this project; Directors and Officers of each identified corporation; disclosure of any overlapping ownership or directorship interests and/or of any conflicts; subcontractors or other affiliated participants with a description of their relationship; a narrative statement describing previous collaboration and/or interaction of team members; and the address of the principal office and branch offices, if any. Indicate the percentage of time devoted to this project for each identified individual and their relationship in the respondent's organization. Indicate which staff will be locally located and the percentage of time they will be on-site.

Note that Housing Connect desires to participate in the selection of some team members, therefore responses are not required to include all fields and disciplines or functions, such as Architects, Attorney's, Auditors, and construction contractors.

Housing Connect is interested in assessing the capacity and capability of the teams and their ability to respond to the project's demands. Additionally, Housing Connect will assess the capability of the project manager and lead individuals.

TAB 4: Current Project Descriptions

A description of any and all projects that are currently under contract or are anticipated to be under contract during the next 12 months, including estimated time, scope, number of units, type and timing of funding applications, and anticipated overall cost.

TAB 5: Past Project Descriptions

A description of the scope and nature of mixed-income residential development experience. Attempt to provide the most recent projects and the most pertinent to Housing Connect's scope. Provide a listing of the last 5 development projects with the following information: name and location of development; general project description; team members directly involved, including corporate and individual; number of residential units; total project development costs; total project construction costs; type of housing; financing methods and funding sources; commencement and completion dates; name and complete contact information of client/owner; and any ongoing professional relationships that continues to exist with the development. If you have participated in a co-developer relationship with a non-profit organization, please provide an overview on that arrangement with regard to ownership structure, if any, guaranties, developer fee splits, cash flow distributions, etc.

TAB 6: Financing Knowledge

A description of the applicant's knowledge of, and experience with, real estate financing methods, including the use of funding tools such as Low-Income Housing Tax credits, FHA insured mortgages, CDFI funding sources, HOME funds, CDBG funds, CRDA funds, development funds, and private mortgages. Include identification of all financing applied for, whether or not secured, from competitive application processes for residential development projects over the past five years, particularly within Utah. Include a financing application schedule for the proposed project and a sample financial pro-forma from a similar real or fictional property.

TAB 7: References

Provide references including the entity's name and mailing address along with the contact person's name, email address, and telephone number for (1) the most comparable projects, (2) at least two tax credit investors, (3) at least one resident or community group which the respondent worked with on a specific project, and (4) one housing finance agency.

TAB 8: Business Terms

The respondent must include its proposed business terms for the development arrangement.

TAB 9: Statement of Non-Debarment

Respondents must attest that the responding entity and each and all of its principals are not, and have never been: 1) suspended or debarred from contracting with any federal, state, municipal or quasi-municipal agency or 2) convicted of any crime chargeable as a felony.

TAB 10: Litigation

A description of any current, pending, or threatened litigation involving the applicant related to any development project or other related business activity. The applicant must attest to having no litigation pending or contemplated with or against Housing Connect or any related entity.

Evaluation Criteria

Respondents' submittals will be evaluated based on the criteria listed in this section and further described above. In preparing the submittal to Housing Connect, respondents shall clearly demonstrate their expertise and qualifications in the areas described in this solicitation.

Respondents are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this solicitation will be based only on the information provided in the submittal package and, if applicable, interviews and reference responses. Housing Connect reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other terms in order to complete the selection process. If a responding firm chooses to provide additional materials in their submittal beyond those requested, those materials should be identified as such and included in a separate section of the submittal.

The following factors will be used by Housing Connect to evaluate each submission received. Award of points for each listed factor will be solely based upon the submitted documentation:

Factor 1—Experience and Qualifications— 30 points

- Years of experience in the development, construction, and operation of affordable housing of 100 units or more; including LIHTC and issuance of IRS Form 8609.
- Experience in green building.
- Experience in site preparation and infrastructure development.
- Expertise in regulatory compliance.
- Expertise in Section 3 compliance.
- Expertise with local government authorities which regulate the permits and utilities necessary for demolition and new development.
- Financial capacity to complete the project.
- Provide a detailed description of the organizational structure.
- Provide profiles of principals and key staff to be involved on the project. The information should specify their roles, existing time commitments, previous experience, and if the staff will be locally based.
- The degree to which the respondent demonstrates successful experience working with non-profit organizations or similar entities in an affordable housing development of comparable size.

Factor 2—Development Capacity—25 points

- Completeness and responsiveness to all requirements and priorities of Housing Connect.
- Ability to obtain, structure, and implement layered financing for similar projects, including low-income housing tax credits, private and other public financing, particularly with HUD, CDFIs, and CHFA.
- Financial capacity as evidenced by financials statements and/or the firm's most recent audit.
- Ability for all key staff to be available to start immediately.

Factor 3—Business Terms—25 points

- The extent to which the business terms recognize the goals and objectives of Housing Connect including reasonable sharing of roles and fees with Housing Connect.
- The degree to which the respondent's business terms' response is clear, responsive, and innovative and provides the best value for Housing Connect.
- The willingness to contribute to the success and viability of the project.

Factor 4—Past and Current Project—15 points

- Successful experience in the design, construction and/or ownership of high-quality, affordable housing projects.
- The extent to which the references state the ability and capacity of the responding firm to collaborate with non-profit organizations, community stakeholders, and residents to be successful in a development or revitalization.
- Financial-related references demonstrating competence and capacity.
- Development references demonstrating long-term economic and financial viability of past efforts.

Factor 5-Section 3 Experience—5 points

- The extent that experience with Section 3 businesses are included on the Development Partner's team and has material participation within the fee structure of the project.

Selection Process

Respondents must submit one (1) original proposal electronically to Paul Wellington, Procurement Manager at pwellington@housingconnect.org , On or Before February 29, 2024, at 3:00 pm.

Solicitation responses will be used to identify a select number of respondents who may then be asked to provide additional clarifying information.

Housing Connect reserves the right to make its final selection based solely upon those initial steps. If Housing Connect determines that another step is necessary to narrow the field of qualified respondents, a select number of respondents will be notified, and additional information may be requested and/or interviews may be held to determine the final selection.

At the conclusion of the solicitation process, the selected respondent will be invited to enter into a period of exclusive negotiations with the goal of arriving at a mutually acceptable agreement.

Housing Connect reserves the right to conduct reference checks at any point in the review and evaluation process. In the event that information obtained from the reference checks reveals concerns about the respondent's past performance and their ability to successfully perform the contract to be executed based on this solicitation, Housing Connect may, at its sole discretion, determine that the respondent is not a responsible respondent and may select the next highest-ranked respondent whose reference checks validate the ability of the respondent to successfully perform the contract to be executed based on this solicitation. In conducting reference checks, Housing Connect may include itself as a reference if the respondent has performed work for Housing Connect, even if the respondent did not identify Housing Connect as a reference.

By submitting in response to this solicitation, the respondent accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by Housing Connect and the evaluation panel.

CONTACT INFORMATION FORM

To: Paul Wellington Procurement Manager
3595 South Main Street
Salt Lake City, Utah 84115
(801) 248.4446
pwellington@housingconnect.org

This document is to acknowledge that we are in receipt of **RFP # HC2024-01 Kearns - Development Partner** and have noted our intention to bid.

Vendor Name: _____

Address: _____

Contact/Title: _____

Phone: _____

Fax: _____

Email: _____

I PLAN TO SUBMIT A BID.

- ☐ Yes, I will be submitting a bid.
- ☐ Maybe, I need to research and get more information (contact HC-information listed above)

NO BID. Indicate *any* of the following. We:

- ☐ Do **NOT** desire to be retained on the vendor list.
- ☐ Desire to be retained on the vendor list, but decline to bid based on the following:
 - ☐ Cannot comply with specifications/scope of work, Explain: _____
 - _____
 - _____
 - _____
- ☐ Cannot meet delivery requirements, Explain: _____
- _____
- ☐ Do not regularly provide this type of product/service
- ☐ Other, Explain: _____
- ☐ Please update my information as listed above.

HOW YOU FOUND OUT ABOUT THE BID. Indicate *any* of the following. We:

- ☐ Checked the agency website
- ☐ Received notice by fax or e-mail
- ☐ Newspaper Ad, please list paper: _____
- ☐ Trade Publication, please list: _____

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the HC Chief Finance Officer (CFO) if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HC government, the HC Chief Finance Officer (CFO) may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that it has no record of recent unsatisfactory performance with HC, during the past twenty-four (24) months at a minimum.

Printed Name of

Representative: _____

Title: _____

Signature: _____

Date:

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:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



**SECTION 3 CLAUSE
AND SECTION 3 STATEMENT**
HUD 24 CFR PART 135

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in [24 CFR part 135](#), which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in [24 CFR part 135](#), and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in [24 CFR part 135](#). The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in [24 CFR part 135](#).

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of [24 CFR part 135](#) require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under [24 CFR part 135](#).

F. Noncompliance with HUD's regulations in [24 CFR part 135](#) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 450e](#)) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 STATEMENT

Are you claiming Section 3 business preference? **Yes** ☐ **No** ☐

If "YES," check the box indicating which priority you are claiming and attach supporting documentation.

☐ 51% or more owned by Section 3 residents

☐ At least 30% of permanent, full time employees include persons that are currently Section 3 Residents, or were Section 3 residents within three (3) years of the date of first hire

☐ Provide evidence, as required, of a commitment to sub-contract in excess of 25% of the dollar award of all sub-contracts to business concerns that meet one of the first two qualifications above.

More information regarding Section 3 may be obtained from:

https://www.hud.gov/program_offices/fair_housing_equal_opp/section3/section3