

**Request for Qualifications:
Developer/Owner-Entity and Interim Property Manager
for
Alexander County Housing Authority**

Issue Date: July 21, 2021

Pre-submission Conference: August 11, 2021

Final Day for Questions: August 18, 2021

Response to Questions: August 25, 2021

Submission Deadline: September 10, 2021

2021 Developer Request for Qualifications Announcement

ALEXANDER COUNTY HOUSING AUTHORITY REQUEST FOR QUALIFICATIONS FOR DEVELOPMENT SERVICES RFQ-2021-01

The Alexander County Housing Authority (ACHA), located in Cairo, IL, is responsible for the development, maintenance, and management of all public housing developments in Alexander County, with oversight and funding provided by the U.S. Department of Housing and Urban Development (HUD). As a result of various recent removal actions under the Section 18 Demolition/Disposition program, the ACHA has 158 units remaining in its public housing program.

The purpose of this Request for Qualifications (RFQ) is to acquire the services of a Developer/Owner-Entity to convert these 158 units to Section 8 Project-Based Rental Assistance (PBRA) under the Rental Assistance Demonstration (RAD) program. The ACHA is currently under HUD Receivership and, following the successful conversion of these remaining units to RAD PBRA, the ACHA will no longer be in existence. Additionally, the successful respondent will be expected to take over the day-to-day management of the ACHA's public housing program until such time as the units are converted to Section 8. Consequently, all respondents should be both aware and ready to assume those interim management responsibilities. According to the projected timeframes included in this RFQ, it is expected that an award will be made on/around September 30, 2021; that interim management will be transferred on/around November 1, 2021; and that the new owner will work to a RAD financial closing as soon as feasible. For all purposes related to this RFQ, HUD is acting as an agent for ACHA, and the respondent's relationship will be directly with HUD.

The RFQ Package, comprised of the instructions and requirements governing this solicitation process, as well as the scope of services to be performed, and other pertinent information, may be obtained by emailing a request to procurement@achail.org. Questions may be submitted via e-mail to procurement@achail.org until 3 pm EST August 18, 2021. All firms must provide an email address where all subsequent communications from ACHA will be sent.

All interested firms are invited to a pre-submission meeting/conference call to be held by MS Teams virtual meeting on August 11, 2021 at 12:00 pm EST and via teleconference +1 469-331-6328, meeting code -742942247#. MS Teams meeting link will be emailed upon request to procurement@achail.org.

Electronic submissions are to be emailed no later than 3:00 pm EST on September 10, 2021 to the ACHA Contracting Officer, Jeffrey Evans at procurement@achail.org. Responses will be evaluated and scored based on the criteria set forth in the RFQ.

ACHA is an equal opportunity employer that does not discriminate regarding sex, age, national origin, religious creed, civil status, war veteran, handicap or disabled status.

ACHA reserves the right to reject any and/or all proposals and to waive any informality in the procurement process. ACHA will not be liable for any claims, loss, damages or respondent costs resulting from any part of this RFQ process. This announcement complies with the requirements of applicable federal and local laws and regulations.

**ALEXANDER COUNTY HOUSING AUTHORITY
REQUEST FOR QUALIFICATIONS**

TABLE OF CONTENTS

PART I – GENERAL BACKGROUND INFORMATION1

Introduction..... 1

Method of Solicitation 2

PART II – SCOPE OF SERVICES/ROLES AND RESPONSIBILITIES4

Summary of Services4

Role of ACHA.....4

 General 4

 Pre-Development 4

 Financing..... 4

 Developer Oversight..... 5

Role of Developer.....5

 General 5

 Financing..... 6

 Construction 7

 Ownership and Asset Management..... 7

PART III – SUBMISSION REQUIREMENTS9

PART IV – EVALUATION CRITERIA.....12

PART V- GENERAL REQUIREMENTS13

EXHIBITS

 A. ACHA Property Site Map

 B. Financial Proformas

 C. Additional Solicitation Documents

PART I – GENERAL BACKGROUND INFORMATION

Introduction

The ACHA is organized as a Municipal Corporation under the laws of the State of Illinois. It owns and operates 158 units of conventional public housing in high-rise, multi-family, and single-family developments located in Cairo, Illinois. The mission of ACHA is to promote adequate and affordable housing, economic opportunity, and suitable living environment free from discrimination for low-income, very low-income, and extremely low-income families in ACHA’s jurisdiction.

In February 2016, ACHA was declared in substantial breach of its Annual Contributions Contract (ACC) by HUD. HUD remains in possession of the Agency and is operating as the Board of Commissioners as well as executive leadership. Currently, the day-to-day management of the agency is performed under contract by the Pulaski Housing Authority. In addition, ACHA has current staffing levels that consist of one (1) office administrator, one (1) office clerk, a maintenance supervisor, and approximately six (6) maintenance staff that also include janitorial staff.

The HUD team, along with their consultant(s), collectively “the Team”, will implement the terms of this RFQ, conduct any Developer negotiations and communications, and will assist with all Repositioning and Redevelopment efforts with the selected Developer. HUD is committed to reposition these units and will make HUD-staff resources available to the extent needed to complete all repositioning activities.

ACHA’s current public housing portfolio consists of 158 units. Of these, 104 units are located in two adjacent mid-rise structures in downtown Cairo, with the remaining 54 units located on five separate sites throughout Cairo, as outlined below. A site map of these locations is provided at Exhibit A.

Property	AMP	Building Type	Year Const	0-bedroom	1-bedroom	2-bedroom	3-bedroom	Total Units
Butler Homes	2	1-story Row House	1963	8	7	1	0	16
Greaney Gardens	2	1-story Row House	1963	5	5	0	0	10
Harrington Estates	2	Single Family	2004	0	0	0	4	4
Johnson Terrace	2	1-story Row House	1963	5	10	2	0	17
Moreland Manor	2	1-story Row House	1963	6	1	0	0	7
Connell Smith	3	Highrise Elevator	1968	0	52	9	0	61

Loarn Shuemaker	3	Highrise Elevator	1986	0	43	0	0	43
Maintenance Building	NA	Non-Dwelling Warehouse	Unknown	0	0	0	0	0
Totals				24	118	12	4	158

ACHA had a Physical Needs Assessment (PNA) completed for these units in October 2020. The PNA identified \$73,540 of immediate needs and \$7,457,091 of total needs over the next 20 years. A summary of the PNA can be provided upon request. Please note that, as part of the on-going receivership efforts, significant capital improvements have recently been made to this remaining public housing inventory.

ACHA also had an Environmental Review Report started in April 2021. Findings from the phase 1 ER indicated there are no recognized environmental conditions at ACHA properties.

HUD has conducted an extensive review of repositioning alternatives for the ACHA portfolio and has determined the most advantageous option to preserve these remaining 158 units in Cairo is via RAD PBRA. The financial proforma, Development Budget (Sources and Uses), and associated assumptions (see Proforma for assumptions) for the PBRA conversion are included in Exhibit B to this RFQ for illustrative purpose only. Please note that ACHA's draft proforma contemplates a comprehensive rehab of the properties, and therefore covers additional construction needs than identified in the PNA. HUD does not guarantee that the numbers provided in the pro formas will be the final numbers and the respondent is strongly encouraged to conduct its own analysis. As noted in these supporting financial tables, it is assumed that this RAD transaction will rely on both first mortgage proceeds and 4% tax-exempt bonds. HUD anticipates that this transaction is feasible without other sources of soft funds beyond the contribution of ACHA funds identified below.

Upon closing of this proposed RAD conversion, the units will be removed from the public housing inventory. All equipment and other assets remaining after the costs of closing ACHA will become assets of the new owner entity.

Any RAD repositioning options are required to follow all applicable resident right to return requirements.

Method of Solicitation

The Team is soliciting qualification statements from firms with a documented track record of repositioning public housing sites using public housing, mixed-finance, or RAD programs.

Responses will be evaluated by an evaluation committee utilizing the evaluation criteria outlined in Part IV of this RFQ. The Team will begin negotiations with the highest-ranked firm, including fee and compensation. If an agreement cannot be reached with the selected Developer, negotiations with the next highest-ranked respondent may commence and continue this process until there are no respondents remaining. The ACHA Board of Commissioners will make the final determination of award(s).

If an award is made through this solicitation, all team members identified and approved by the Team in the response to this RFQ will be considered pre-procured. Should the Developer choose to identify and add any major team members later, the Team's approval will be required.

PART II – SCOPE OF SERVICES/ROLES AND RESPONSIBILITIES

Summary of Services

The successful respondent will become the developer/owner-entity of these 158 units. As such, the successful respondent shall be expected to manage a full-service team to design the construction required; select and oversee construction; structure the financing; and provide qualified property management services upon award of contract responsive to the needs/requirements of all funding entities and ACHA.

The Developer will have responsibility for developing a feasible financing plan to include a variety of funding sources, including 4% Low-Income Housing Tax Credits, Bond Financing, Permanent Debt, and such other sources as may be available and appropriate.

The selected Developer will also be responsible for management of the 158 ACHA public housing units prior to the financial closing in accordance with applicable public housing requirements. After financial closing, the Developer will be responsible for implementation of the repositioning program, in accordance with applicable RAD and PBRA requirements.

Role of HUD Team

The Team will be an active participant throughout the process. As such, the Team must be kept abreast of key project milestones. The Team will be requested to approve various significant documents and milestones necessary to implement the operations and transaction objectives of this RFQ. HUD will have oversight of the new management and owners prior to and after closing until HUD formally removes ACHA from Receivership.

General

- Land Owner – It is expected that the structures will be transferred to the Owner-entity as part of the RAD conversion but that the land will be held by a public entity under a long-term ground lease to meet the RAD ownership and control requirements.

Pre-Development

- The Team may be involved in the predevelopment process and review project contracts, invoices, and draws for approval.
- Participation in site and unit designs – A representative from the Team may be involved in the design processes to review rehabilitation design documents.

Financing

- Provider of Funding – ACHA anticipates contributing approximately \$3.5 million of Capital and Operating funds to the development of the project, which can be structured as a grant or a “soft loan”, if preferable to tax credit investors,
- Predevelopment Funding - Under a cost sharing predevelopment agreement ACHA shall provide a portion of the costs for pre-approved third-party predevelopment costs. The use of all funds

contributed by ACHA must comply with applicable regulations based on the source of the funds. Any funds expended by ACHA for predevelopment expenses are not expected to be returned at the financial construction closing.

Developer Oversight

- Master Developer Agreement - The Team will monitor the Developer's compliance with the Master Developer Agreement and the approved implementation schedule through RAD conversion.
- Residents – The Team will monitor the Developer's interactions with residents to ensure communication and relocation requirements are met.

Role of Developer

The Developer will be expected to fully manage and implement all aspects of the activities necessary to reposition the ACHA units, including but not limited to, managing the ACHA operations and units as public housing units until the repositioning is complete. The Developer will also be responsible for ensuring that the repositioning plan is approved, financed, and implemented in a timely fashion.

General

- Oversee and Manage Operations - Developer will assume complete management of the Housing Authority's properties and operations of the ACHA prior to the RAD financial closing. Responsibilities include but may not be limited to: Capital Fund management, obligations and expenditures reporting, annual inspections, REAC reporting and inspection requirements, EPIC reporting, Annual and 5-Year Capital Plan planning, etc. as well as daily operational requirements such as: managing staff, collecting rent, property maintenance and work orders, reexaminations, managing capital projects and contractors, and ensuring timely payments of bills and resident relations.
- Oversee and Implement Repositioning Efforts - Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the redevelopment fully and expeditiously as required by the Master Developer Agreement.
- Hire and Manage Consultants and Contractors Necessary for Planning and Implementation - Develop LIHTC applications and such other funding applications as necessary to fully implement repositioning of the sites. Procure other consultants and/or contractors and coordinate all tasks necessary for all financing applications, finalization of the site-specific redevelopment plans, and all implementation tasks.
- Maintain Communication Regarding Project Progress with HUD, all key stakeholders, and the larger public – the Team will establish a regular schedule of team meetings, in which the Developer will participate. Moreover, the Developer will be responsible for submitting monthly progress reports to the Team in such formats and media as it might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc.

- Develop and Maintain Quality Control Measures - The Developer is responsible for ensuring the Project is constructed and managed with the highest quality materials and workmanship. The Developer will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- Develop and Maintain a Detailed Development Schedule and Critical Path Schedule - Develop and maintain a detailed schedule of events and key milestones, predicated on financing deadlines that include pre-development activities, construction start, project stabilization, and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization. The schedule should have 2 significant sections. One section should detail milestones for assuming and implementing existing Operations of the agency. The other section should detail the milestones necessary for closing a transaction and completing the RAD conversion.
- Foster Resident Involvement in Project Implementation - Facilitate and foster the involvement of public housing and other neighborhood residents in the design and implementation of the repositioning plans. In cooperation with ACHA, keep residents informed of the status of the repositioning, assist in providing job opportunities for residents during and after implementation in accordance with Section 3, and assist/encourage resident businesses.
- Be Responsive to Local Community, Neighborhood, and Governmental Interests - Promote and maintain good relations with community and neighborhood groups, and federal, state, and local governments.
- Compliance with Laws and Regulations - Comply with all applicable Federal, and Local laws, rules and regulations applying to the activities required by the RFQ and Master Development Agreement (MDA).
- Plans and Specifications - The Developer will be responsible for the preparation of all necessary infrastructure and building plans and specifications that comply with the requirements of all permitting and regulatory entities.

Financing

- Produce an Operating budget – Within 30 days from the selection, the Developer and their property management team will be responsible for providing the Team with a capital spending plan and property operating budget using the Agency's current Operating Subsidy, Capital Funds, and projected tenant rents, prior to the Financial Closing.
- Produce an Overall Financing Plan - Produce an attainable financing plan for the overall repositioning effort. The financing plan is expected to maximize leveraging of ACHA funds to the greatest extent possible.
- Prepare the RAD Financial Closing and Other Documents – Prepare required information for the preparation of documents necessary to obtain HUD approval of the RAD transaction. Prepare the evidentiary documents for which it is responsible and shall make all evidentiary submissions to HUD.
- Financing Application(s) - In accordance with the Master Development Agreement, the Developer will be required to pursue diligently and use best efforts to obtain all financing

necessary to implement the repositioning plans in a timely fashion, which may include, but not be limited to tax credits; tax-exempt bonds; federal, state and local funds; and private debt.

- Obtain Equity Investment - Using an open and competitive process, obtain equity financing commitment on the best terms currently available as required by the Master Development Agreement.
- Guarantees - In accordance with the Master Development Agreement, provide all guarantees required for the successful financing of the redevelopment effort, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement.
- Operating Feasibility - As required in the Master Development Agreement, structure such reserves and other devices as will reasonably guarantee the long-term operating feasibility of the Project.
- Accounting/Financing - As to be provided for in the Master Development Agreement, maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

Construction

- Hire Qualified General Contractors and Oversee Construction Activities - The Developer will create and implement a competitive process for selecting the most qualified General Contractor. During construction, the Developer shall provide oversight, and management of construction activities to ensure the expeditious implementation of construction activities.
- Facilitate Necessary Site Improvements - Pursuant to the Agreement, the Developer shall initiate and complete any necessary site work and infrastructure construction in collaboration with ACHA.
- Implement Development Program - In accordance with the final repositioning plans approved by HUD, the Developer will develop all improvements associated with the development program.

Ownership and Asset Management

- Organize Ownership Entity - Developer will be expected to organize an ownership entity and structure approved by The Team and the requirements of other financing entities.
- Ensure the Short- and Long-Term Viability of the Redeveloped Projects – The Developer shall develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of each Project.
- Select and Oversee a Property Management Firm for the Rental Units – The Developer shall include a property management firm that meets HUD’s, lender and investor requirements and is also familiar with PBRA and public housing management requirements. The property manager will be expected to manage the ACHA units as public housing from the date of execution of the Master Developer Agreement until the units are converted to RAD at which time it is anticipated the units will be PBRA units.

- Market and Lease-up the Rental Units - The Developer shall create and implement a marketing and lease-up strategy for the rental units to ensure that 95% occupancy is achieved in compliance with all HUD requirements, as well as applicable financing and land use agreements

PART III – SUBMISSION REQUIREMENTS

Respondents shall provide their Response to the RFQ to include the information described in this Part and in the order as outlined below. Include only one copy of the financial statements in a separate file marked *Confidential*. These items should be emailed and clearly titled “Developer Qualifications for ACHA” in the subject line to:

Jeffrey Evans – ACHA Contracting Officer
Procurement@achail.org

1. Cover Letter

Respondents should provide a 1-2 page cover letter that includes the following:

- a. Summary of key information about the firm and its qualifications.
- b. Description of the firm size, number of employees.
- c. Name of Developer, main address, telephone and e-mail address.
- d. Contact information for the primary contact person, including email and phone number.
- e. Signature provided by an authorized principal of the Developer’s firm.

2. Developer and Team Experience

Provide an overview of the Developer and each Development Team member’s experience in the development of projects like what is requested in this solicitation. Include the following information for the last five (5) years for the Developer and each Team Member, as applicable:

- a. List of mixed-finance and/or RAD affordable rental housing projects detailing client name; property profile of RAD project(s) to include building types and number of units associated with the project and each building; total cost and cost per unit; sources of financing; investor name and equity raise; start and completion dates.
- b. Provide a one-page (maximum) project profile for up to three (3) of the projects listed in (a) above.
- c. Describe experience of the Team who will be providing property management functions for the effort including tax credits, Public Housing, PBRA, and other subsidy platforms.

3. Key Staff Experience

Provide profiles of key staff of the Respondent and each key Team Member that would be providing services.

4. Methodology

- a. Provide a critical path schedule which details the key steps the Developer will take to complete the predevelopment activities necessary to reach a financial closing for the repositioning.

- b. Provide a description of the Respondent's plans for managing the work from Predevelopment through financial closing to ensure quality work products and timely completion within established deadlines.
- c. Provide a preliminary 20-year Operating Pro Forma and Development Budget for the proposed transaction. This Operating Pro Forma and Development Budget will be used primarily to demonstrate the respondent's understanding of the requested services and familiarity with repositioning distressed public housing.
- d. Provide a description of the Respondent's plans for managing the implementation of the project from financial closing through construction completion. Include Project Manager and other key staff/consultant roles and time commitments during these periods.
- e. Provide an organizational chart showing the anticipated staffing structure of the Developer and other Team Members, including the property management team.
- f. Provide a proposed ownership structure that satisfies RAD's Ownership requirements.

5. Operations

- a. Proposed management fee for operating the Housing Authority's operations through Financial closing.
- b. Provide a critical path schedule which details the key steps and dates the Developer will take to assume complete management of the Housing Authority's properties and operations prior to the RAD financial closing.
- c. Provide a staffing plan to take over the Housing Authority's Public Housing operations after the MDA has been signed

6. Financial Capacity

Demonstrate the Respondent has the financial capacity to complete the project and provide the necessary guarantees by providing audited financial statement for the past 3 years for the Developer, any guarantors, and the property management partner.

7. References

Provide a minimum of three (3) references for the Developer and property management team. References must be relevant to the scope of work as anticipated in this RFQ.

8. Required Certifications

The following documents, which are included **Exhibit C** must be included in the proposal and must be properly executed and/or notarized:

- HUD Form 5369-B Instructions to Offerors Non-Construction
- HUD Form 5369-C Certifications and Representations of Offerors – Non Construction
- Debarment Certification
- Non-Collusive Affidavit

- Acknowledgment of Addenda
- Authorization for Background and/or Financial Information

PART IV – EVALUATION CRITERIA

Each submission will be evaluated based on its responsiveness to this RFQ, and in accordance with the Evaluation Criteria contained in the following table.

<i>Evaluation Factors</i>	<i>Points</i>
<p>Experience</p> <ul style="list-style-type: none"> • Developer Experience The degree to which the Respondent demonstrates successful experience in the planning, redevelopment, construction and management of RAD and other affordable housing development projects of comparable size and complexity. • Team Members Experience The degree to which the other Team Members proposed to be utilized provide significant value added to the repositioning efforts. • Staff Experience Degree to which respondent demonstrates that assigned staff of the Developer and members of its Team have significant successful experience in their respective disciplines as required for the planning, development and operation of developments of comparable size and complexity. 	40
<p>Operations - Methodology</p> <ul style="list-style-type: none"> • The methodology, structure, and schedule for assuming full property management and Housing Authority operations prior to financial closing. 	25
<p>Repositioning - Methodology</p> <ul style="list-style-type: none"> • The methodology provided by the respondent indicates their knowledge of steps and timeframes necessary for implementing RAD projects. • The methodology demonstrates capacity to successfully complete the ACHA repositioning effort within the timeframes of the proposed implementation schedule. 	35
TOTAL POSSIBLE POINTS	100

PART V- GENERAL REQUIREMENTS

Debarment List

If any of the Respondent's principals, officers, directors or partners has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, the Respondent shall disclose that information in its offer. Failure to provide such information or to complete the Debarment Certification (**Exhibit C**), shall result in the rejection of the proposal. ACHA will corroborate this information.

Each Respondent's principals, officers, directors and partners must be in good standing with ACHA, and with any Federal or local agency that has or had a contractual relationship with the Respondent or any of its principals, officers, directors and partners,

Labor Laws and Regulations

Respondent shall comply with all applicable labor laws and regulations including, without limitation, Fair Labor Laws, Equal Employment Opportunity Program requirements, unemployment tax, temporarily disabled tax, worker's compensation and social security taxes.

Section 3 Compliance

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1994, requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low- and very low-income residents. 24 CFR Part 135 establishes the standards and procedures to be followed by Public Housing Authorities in order to ensure that the requirements of Section 3 are met.

EXHIBIT A
ACHA PROPERTIES SITE MAP

Cairo, Illinois

Alexander County Housing Authority Sites

Legend
ACHA Sites

Johnson Terrace

Greaney Gardens

Moreland Manors

Non-Dwelling Building

Connell Smith

Shuemaker Building

Butler Homes

Harrington Estates

Google Earth

3000 ft

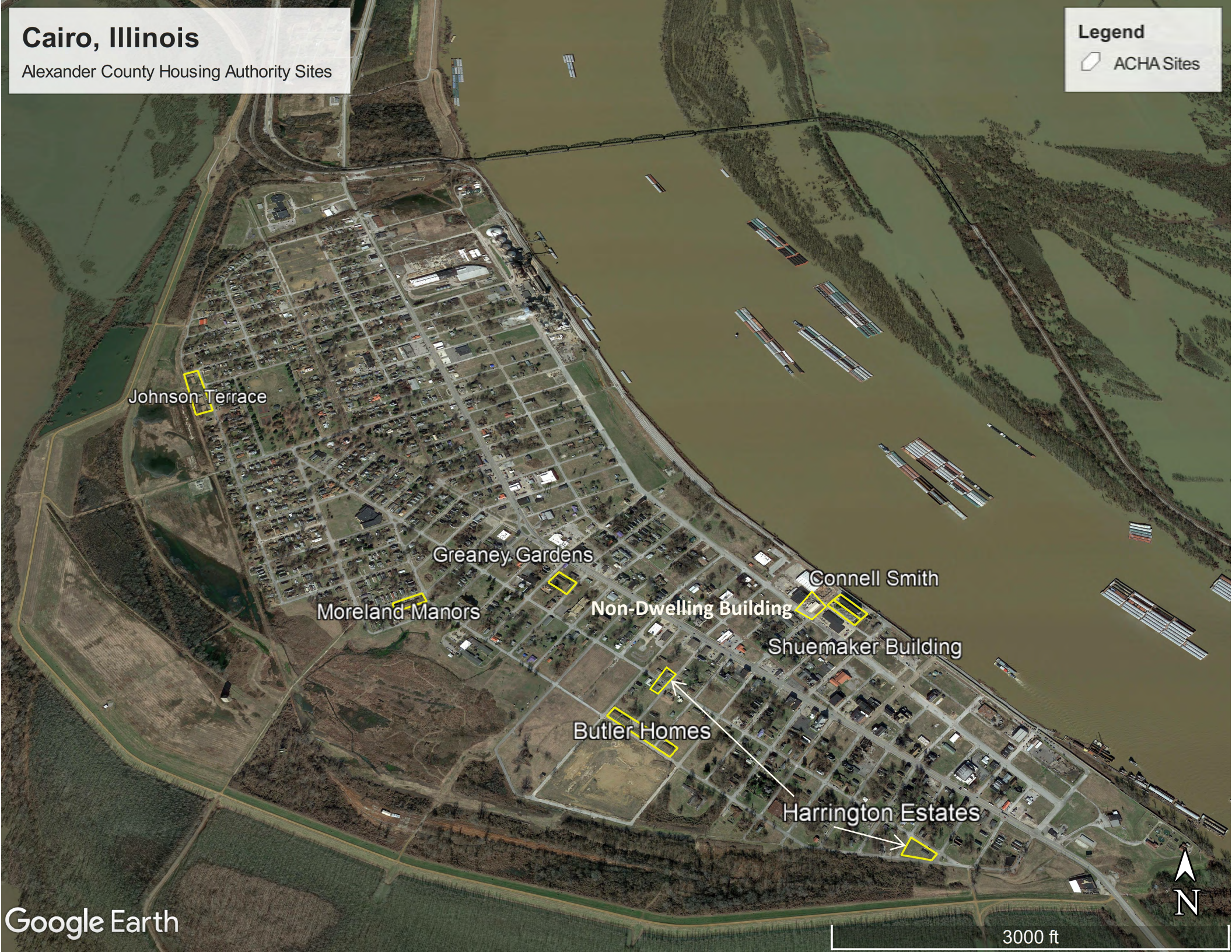



EXHIBIT B
FINANCIAL PROFORMA

**Alexander County Housing Authority
RAD / PBRA**

Draft 7.16.2021

Development Pro forma	Development	Total	Total
	Assumptions	158	Per Unit
Uses			
Construction Cost	Per PNA	8,429,418	53,351
General Conditions/Overhead/ Profit	14%	1,180,119	7,469
Hard Cost contingency	10%	960,954	6,082
Acquisition - Capitalization Rate	7%	5,500,000	34,810
Relocation	3,500	553,000	3,500
Soft Costs(not including acquisition and developer fee)	25%	2,642,623	16,725
Soft Cost Contingency	5%	132,131	836
Developer Fee	Per QAP	2,270,481	14,370
Replacement Reserve	Per Schedule	1,000,000	6,329
Operating Reserves (months)	6	657,144	4,159
Total Uses		23,325,869	147,632
Sources			
Private Loan - Interest Rate	4.50%	4,936,977	31,247
Private Loan - Terms	30	0	-
Private Loan - Year 1 DSCR	1.25	0	-
ACHA Funding		3,532,774	22,359
Deferred fees	25%	567,620	3,593
LIHTC Equity	0.87	8,788,498	55,623
Seller Take Back Financing	100%	5,500,000	34,810
Total Sources		23,325,869	147,632
(Gap)/Surplus		(\$0)	(0)
Operating Pro Forma			
Gross Residential Revenue:	120%	1,443,264	9,135
Less Vacancy and Bad Debt:	5%	(72,163)	(457)
Effective Residential Income:		1,371,101	8,678
Other Income:	\$10.00	18,960	120
Gross Effective Income:		1,390,061	8,798
Residential OpEx PUM	\$500.00	(948,000)	(6,000)
Replacement Reserves	400	(63,200)	(400)
Net Operating Income		378,861	2,398
Debt Service		(303,089)	(1,918)
Cash Flow		75,772	480
Operating Pro formas			
Year 1		75,772	480
Year 20		(24,220)	(153)
Total		778,518	4,927

for illustrative purpose only

EXHIBIT C

ADDITIONAL SOLICITATION DOCUMENTS

- HUD Form 5369-B Instructions to Offerors Non-Construction
- HUD Form 5369-C Certifications and Representations of Offerors – Non Construction
- Debarment Certification
- Non-Collusive Affidavit
- Acknowledgment of Addenda
- Authorization for Background and/or Financial Information

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

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)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Alexander County Housing Authority



Debarment Certification

The undersigned Offeror/contractor/vendor certifies that it has not been debarred, suspended or subjected to a Limited Denial of Participation (LDP) by the U. S. Government and will not, under this contract agreement, hire, contract with or otherwise do business directly or indirectly, with contractors or individuals who have been debarred, suspended or subjected to a Limited Denial of Participation (LPD) by the U. S. Government.

Firm Name

Signature

Printed Name

Title

Date

1101 Ohio Street
P.O. Box 191
Cairo, IL 62914

Phone 618-734-1910 --- Fax 618-734-0815

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn deposes and states that he/she is
(a partner or officer of the firm, etc.)

The party making the foregoing proposal, that such proposal is genuine and not collusive or sham, that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham proposal or to refrain from proposing and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposed price of affiance or any other Respondent, to fix any overhead, profit or cost element of said proposed price, or that of any other Respondent or to secure any advantage against the Alexander County Housing Authority or of any person interested in the proposed contract, and that all statements in said proposal are true.

Signature of Respondent, if the Respondent is an Individual

Signature of Partner, if the Respondent is a Partner

Signature of Officer, if the Respondent is a Corporation

Subscribed and sworn to before me this _____ day of _____, 2021

Notary Public

My Commission expires:

Alexander County Housing Authority



**Request for Qualifications:
Developer/Owner-Entity and Interim Property Manager
for
Alexander County Housing Authority**

ACKNOWLEDGEMENT OF ADDENDA

Offeror has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Offerors Name)

(Signature)

(Printed or Typed Name)

1101 Ohio Street
P.O. Box 191
Cairo, IL 62914

Phone 618-734-1910 --- Fax 618-734-0815

Alexander County Housing Authority



**Request for Qualifications:
Developer/Owner-Entity and Interim Property Manager
for
Alexander County Housing Authority**

AUTHORIZATION FOR BACKGROUND AND/OR FINANCIAL INFORMATION

By signing this Authorization, the proposer authorizes the Alexander County Housing Authority (ACHA) to seek any background and/or financial information it deems necessary to evaluate the proposer's financial capacity in connection to the Request for Qualifications (RFQ) for the services of Developer/Owner-Entity and Interim Property Manager.

Name of Proposer Entity

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

1101 Ohio Street
P.O. Box 191
Cairo, IL 62914

Phone 618-734-1910 --- Fax 618-734-0815