



HOUSING AUTHORITY

of the City of Beaumont, Texas

GENERAL INVITATION
Request for Qualifications

**Housing Authority of the City of Beaumont, Texas (BMTHA)
Request for Qualifications (RFQ) for Eligible Properties for Project Based Voucher
Assistance**

RFQ # 16-003

General

The Housing Authority of the City of Beaumont invites multi-family rental property owners to submit written proposals requesting Project Based Vouchers for the purpose of providing permanent housing opportunities for families affected by domestic violence.

The RFQ may be obtained on the web site of the Housing Authority of the City of Beaumont (www.bmtha.org).

Due Date

Submissions in response to this RFQ are due no later than 4:00 PM (Local Time) June 27, 2016. Late proposals will not be considered and will not be opened. Respondents are solely and entirely responsible for ensuring that submissions are received before the stated due date and time. Submissions should be addressed as follows:

Housing Authority of the City of Beaumont
1890 Laurel Street
Beaumont, Texas 77701
Attention: Tammy Shelton, Procurement Dept.

Questions

Questions regarding this RFQ should be directed in writing by fax at 409-951-7273 or electronically by email to landrumal@bmtha.org prior to June 24, 2016.

BMTHA Rights

The BMTHA reserves the right to reject any or all proposals, to advertise for new proposals or proceed to accomplish this solicitation by any means determined to be in the best interest of the BMTHA. BMTHA will evaluate proposals to determine which best satisfies the needs of the Authority and community.



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of the City of Beaumont, Texas

RFQ Schedule

RFQ available	June 12, 2016
Final day to submit written questions	June 24, 2016
Submissions are due	June 27, 2016
Selection of highest ranked respondent	July 1, 2016



HOUSING AUTHORITY

of the City of Beaumont, Texas

Housing Authority of the City of Beaumont, Texas

REQUEST FOR QUALIFICATIONS

The Beaumont Housing Authority is seeking an eligible property for PBV Assistance under The Violence Against Women Act of 2013 (VAWA).

Robert L. Reyna, Executive Director
1890 Laurel Street
Beaumont, Texas 77701

June 12, 2016

Submissions are due no later than 4:00 PM (Local Time) on June 27, 2016

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1.0 **PROFILE OF THE HOUSING AUTHORITY OF THE CITY OF BEAUMONT**

The HACB is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD).

2.0 **OVERVIEW**

HUD regulations allow communities such as Beaumont that are participating in the Housing Choice Voucher Program (HCV) to allocate up to 20% of their tenant-based vouchers for Project Based Voucher (PBV) assistance. Under the PBV program, subject to federal requirements and in accordance with locally developed guidelines, rental subsidies are attached to specific rental units. When the tenants of units assisted under the PBV program move, the rental subsidies remain with the units while the PBV Housing Assistance Payments (HAP) contract is in force.

The intent of this RFP is to solicit proposals for eligible properties from eligible property owners for PBV assistance. HACB will enter into a PBV HAP contract with the selected property owners for designated rental units for a term to be negotiated later, not to exceed 15 years. Rental assistance subsidies will be provided while eligible families occupy the rental housing units and the units meet other program standards. HACB's published subsidy standards will determine the appropriate unit size for the family size and composition.

Property owners who are qualified and are interested in providing rental units under the PBV program as described herein are encouraged to submit a proposal to HACB.

3.0 **PROPOSAL REQUIREMENTS**

The Violence Against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the HCV Program. In furtherance of this initiative, ***HACB is seeking proposals that will provide women and children who are victims of domestic violence with permanent housing accompanied by a well-documented supportive services plan that incorporates comprehensive case management and related services provided on-site and at nearby accessible locations.*** These services can include:

- Individual and Family Counseling
- Life Skills Training
- Job Training, Search and Placement Assistance
- Long Term Economic Self Sufficiency Initiatives

PBV proposals must not exceed 25 units.

4.0 **SCOPE OF THE PROJECT**

A. ***Eligibility Criteria***

HACB will only evaluate proposals if the proposed housing units are eligible for PBV assistance. Certain types of housing units and/or developments are not eligible for PBV assistance including:

- Shared housing units

- Units on the grounds of a penal reformatory, medical, mental, or similar public or private institution
- Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities)
- Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students
- Manufactured homes
- Transitional housing
- A unit occupied by an owner
- A unit occupied by a family ineligible for participation in the PBV program.

There is a prohibition of assistance for units in subsidized housing in accordance with HUD regulations including, but not limited to:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

The number of PBV assisted units in the project cannot generally exceed 25% of the total number of dwelling units in the project, except as provided by regulation. Exceptions to the 25% cap include units in a project that are specifically made available for qualifying families that are receiving specific supportive services.

The types of services that HACB will deem eligible to qualify for a project to meet HUD's definition of families receiving supportive services include, but are not limited to:

- Individual and Family Counseling
- Job Training, Job Search and Placement Assistance
- Life Skills Training
- Long Term Economic Self Sufficiency Initiatives

HACB will require owners of such projects to submit an Annual Progress Report to ensure compliance with the supportive service exemption on the number of units per building (24 CFR 983.56 (b)(ii)(C)). Failure to submit Annual Progress Reports may result in abatement of the HAP Payment.

B. Site and Neighborhood Standards

HACB may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an HAP contract for units on the site, unless HACB has determined that PBV assistance for housing at the selected site is consistent with the goal of de-concentrating poverty and expanding housing and economic opportunities.

The standard for de-concentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

It is the HACB goal to select sites for PBV housing that provide for de-concentrating poverty and expanding housing and economic opportunities. In complying with this goal, HACB will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, HACB will grant exceptions to the 20 percent standard where the PHA determines that the PBV assistance will complement other local redevelopment activities designed to de-concentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition/disposition and HOPE VI redevelopment;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;
- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;
- A census tract where there has been an overall decline in the poverty rate within the past five years; or
- A census tract where there are meaningful opportunities for educational and economic advancement.

- The project is necessary to meet overriding housing needs that cannot be met in the housing market area

C. *HAP Contract Term*

HACB may enter into an initial HAP contract for no less than one year, and for a maximum initial term of fifteen (15) years contingent upon annual appropriations. The initial term may be extended at HACB's option to up to the maximum term allowed by regulation. The term of all PBV HAP contracts will be negotiated with the owner on a case by case basis.

D. *Owner Responsibilities*

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with Housing Quality Standards (HQS);
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

E. *Family Eligibility for PBV Assistance*

HACB will establish and manage a separate waiting list for individual projects that are receiving PBV assistance. Applicants referred by the owner indicating interest in the PBV units will be prescreened by HACB for eligibility and referred to the owner in chronological order.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the HACB, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant

family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the HACB's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. HACB may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the HACB is considered an "in-place family." These families are afforded protection from displacement under the PBV rule.

If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA's waiting list. Once the family's continued eligibility is determined (HACB may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project.

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

The owner must promptly notify HACB of any vacancy or expected vacancy in a contract unit. After receiving such notice, HACB must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. HACB and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

F. Owner Termination of Tenancy

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c)]

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by HACB policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. HACB termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

When HACB determines that a family no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception, HACB will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, HACB will terminate the housing assistance payments at the expiration of this 30-day period.

HACB may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the HACB. If the family wishes to move with continued tenant-based assistance, the family must contact the HACB to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the HACB is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, HACB must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

G. *Payments to the Owner*

During the term of the HAP contract, HACB must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the HACB agree on a later date.

Except for discretionary vacancy payments, the HACB may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the HACB is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the HACB in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the HACB notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the HACB is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the HACB. The owner must immediately return any excess payment to the tenant.

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the HACB.

Likewise, the HACB is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The HACB is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The HACB may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

The owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

5.0 SUBMITTALS

All responses must conform to the requirements specified herein, and HACB is not responsible for any costs that may be incurred in the development and submittal of any responses to this formal solicitation.

All responses must be enclosed in a sealed envelope, and must contain:

- Attachment A: Form of Non-Collusive Affidavit
- Attachment B: M/WBE Participation
- Attachment D: Representations of Offerors Non-Construction Contract
- Attachment E: Application for PBV Assistance, and any additional materials as required by this attachment
- Any supplementary facts or materials which may assist HACB in evaluating a submitted proposal

Submittals that omit critical elements may be considered non-responsive by HACB.

6.0 EVALUATION CRITERIA

A PBV Selection Panel will be appointed to review, evaluate, rank and select the applications according to the criteria described herein.

If a proposal does not meet the requirements indicated herein or the requirements established in the site selection section of this solicitation, it will be designated non-responsive. HACB reserve the right to reject any proposal which does not meet the requirements of this solicitation, including but not limited to proposals offering alternate or non-requested services.

FACTOR	MAX POINTS
Supportive Services Plan and Capacity	20 points
Financial Feasibility	20 points
Previous Experience in Property Management of Projects of Similar Scale for Similar Target Population	20 points
Development Serves Women and Children Affected by Domestic Violence	20 points
High Opportunity Area	20 points
MAXIMUM POINTS	100 POINTS

7.0 CORRESPONDENCE

Requests for additional information related to this RFP shall be made in writing and directed to the HACB Purchasing Department and must be requested at least seven calendar days before the scheduled RFP due date. This will allow issuance of any necessary amendment to the RFP.

Any interpretation affecting all bidders made prior to the bid due date will be issued in the form of an amendment and published on the website at www.bmtha.org. The HACB will not be bound by or responsible for any other explanations or interpretations of this RFP package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the HACB or its representatives.

8.0 AVAILABILITY OF RECORDS

The U.S. Department of Housing and Urban Development, the Inspector General of the United States, the HACB, the City of Beaumont, and any duly authorized representatives of each shall have access to, and the right to examine, any and all pertinent books, records, documents, invoices, papers and the like, of the firm, which shall relate to the performance of the services to be provided.

9.0 STANDARDS OF CONDUCT

The successful bidder shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

HACB may request the successful contractor to remove immediately from the contract/project, any employee found unfit to perform their duties due to one or more of the following reasons, which includes, but is not limited to:

- Negligence, being disorderly, using abusive or offensive language, quarreling or fighting, stealing, vandalizing property and
- Engaging in immoral or inappropriate behavior or pursuing criminal activity

10.0 CANCELLATION

Irrespective of any default hereunder, the HACB may at anytime at its discretion cancel the contract in whole or in part, and in such event the bidder shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

11.0 FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the successful contractor.

The successful contractor will:

- Adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- Meet the requirements of:
 - Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals and contracting

for business opportunities in metropolitan areas in which federally funded programs are being operated.

- Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs
- Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs

12.0 M/WBE PARTICIPATION

The contractor agrees to utilize its good faith and best efforts to subcontract with minority business enterprises and women business enterprises (herein called M/WBE) certified as such or recognized by the HACB as a certified M/WBE.

13.0 NON APPROPRIATION CLAUSE

The contractor understands that the HACB is a governmental entity and should it not be funded for any period during the term of this contract, any sums due for the remainder of the term shall be forgiven and HACB shall not be liable for payment. The HACB is required to give the contractor written notice within 15 days after learning that the funds will not be available.

14.0 CONFLICT OF INTEREST

No employee, officer or agent of the HACB shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by: (See attachments)

- An employee, officer or agent involved in making the award or
- His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son in-law, daughter in-law, brother in-law, sister in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister or
- His/her business or professional partner or
- An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

ATTACHMENT A
FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF JEFFERSON

_____, being first duly sworn, deposes and says that he is

_____ (a partner or officer of the firm) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against THE HOUSING AUTHORITY OF THE CITY OF BEAUMONT or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Bidder, if Bidder is a Corporation

Subscribed and sworn to before me this _____ day of _____ 2016.

Notary Public in and For the County of Jefferson in the State of Texas.

My Commission expires _____

ATTACHMENT B:
M/WBE PARTICIPATION

M/WBE PARTICIPATION: The contractor agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called W/MBE) certified as such or recognized by HACB as a certified M/WBE.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event HACB has a reasonable belief that Contractor will not use his/her best efforts to meet the M/WBE participation goal, HACB reserves the right to pull work from the contract. Best efforts may be established by showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

NOTIFICATION OF M/WBE PARTICIPATION: Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HACH to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

CONTRACTOR

DATE

Note: This form must bear a signature.

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

**ATTACHMENT E: APPLICATION FOR
PROJECT BASED VOUCHER ASSISTANCE**

The Housing Authority of the City of Beaumont (HACB) requires that a separate proposal be submitted for each project for which Project Based Voucher (PBV) assistance is requested. A completed Application for Project Based Voucher Assistance must be included in each proposal. Proposal submission instructions are provided in part 4.0 Submittals of HACB's Request for Proposals. As noted therein, the proposal must be submitted in a sealed envelope by the specified due date.

1. OWNER INFORMATION

Date of Submission: _____

Owner Name: _____

Corporate Status (501c3, corporation, LP, LLC, sole proprietor, etc.): _____

Address: _____

Contact Person: _____

Phone Number: _____ Email: _____

2. GENERAL PROJECT INFORMATION

Name of Proposed PBV Facility: _____

Total Units Proposed for PBV Assistance: _____ Number of Units Currently Occupied: _____

Legal Name of Project Owner: _____

Proposed PBV Project Address: _____

Management Company/Agent for Proposed PBV Project: _____

Project Type (Existing, New Construction, Rehabilitation): _____

Number of Buildings in Project: _____ Total Acreage of the Project Site: _____

3. SUMMARY OF PROJECT UNITS

Complete the bedroom distribution chart below for the overall project and the requested PBV contract units.

	0BR	1BR	2BR	3BR	4BR	TOTAL
All Units in Project						
Total Proposed PBV Contract Units						
Number of Proposed PBV Contract Units that are Handicapped Accessible						
Number of Proposed PBV Contract Units that are Equipped for Sensory Impaired						

4. RESIDENT POPULATION

Who is the intended target population for the proposed PBV units? (check all that apply)

- Single Persons
- Women with Children
- Men
- Elderly (Over 62 years)
- Disabled
- Qualifying Family or Person Requiring Participation in a Supportive Services Program
- Other (please explain) _____

5. TENANT SELECTION PLAN AND LEASE

Attach a copy of the proposed tenant selection plan to occupy PBV units and the lease to be entered into between the owner and tenant. Note that HACB will determine eligibility and occupancy standards for the program, and the owner will be responsible for additional screening. The lease must include the required PBV Tenancy Addendum, the provisions of which shall take precedence over any other lease terms. The tenant selection plan must include a statement that applicants for the PBV units will be selected in accordance with all applicable HUD requirements and regulations. Please incorporate detailed information on the supportive service program requirements and how the program will be monitored. At a minimum, the plan must address the following:

- Screening policies and criteria to be used.
- Security deposit policies
- Procedures for accepting applications and selecting from the waiting list
- Unit transfer policies
- Compliance with Section 504 of the Rehabilitation Act of 1973, Fair Housing Act and relevant civil rights laws and statutes

6. OTHER PROJECT BASED ASSISTANCE

Are the proposed PBV units assisted through the Low Income Housing Tax Credit Program?

- YES NO

Do any units within the proposed PBV project have another form of rental or other governmental assistance? YES NO

If YES, please describe the type of assistance and units that are impacted.

7. AMENITIES

Unit Amenities: Check off any amenities that will be provided. Add others below if not included on this list.

- Features Adapted/Adaptable for Persons with Disabilities
- Air Conditioning
- Controlled Access Gate
- Security
- Laundry Facilities
- Porches, Decks, Personal Backyard
- Children’s Play Area
- Recreational Facilities
- Educational Facilities
- Common Area
- Other (please describe) _____

Community Amenities:

Distance To	Less than .5 miles	Approx. 1 mile	More than 1 mile
Shopping, groceries, pharmacy, other everyday needs			
Employment opportunities			
Public Transportation			
Medical Facilities			
Public Schools			
Parks, Civic Facilities			

8. DECONCENTRATION OF POVERTY AND EXPANDING HOUSING & ECONOMIC OPPORTUNITIES

Census Tract of Proposed PBV Project: _____ Poverty Rate: _____

Census tracts and poverty rates can be found by entering the complete address and zip code at the following website: <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>

Applicants for PBV assistance must demonstrate that the proposed PBV project is consistent with HUD’s statutory goal of “de-concentrating poverty and expanding housing and economic opportunities” regardless of the project’s poverty rate as defined by the most recent census data. Please check any criteria that apply to your proposed project. If necessary, attach additional documentation.

- Significant Revitalization** – The census tract in which the proposed PBV development will be located is undergoing significant revitalization.

Public Investment – State, local or federal dollars have been invested in the area

New Market Rate Units – New market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area

HUD Designated Zone – The census tract in which the proposed project will be located is in a HUD-designated Enterprise Zone, Economic Community or Renewal Community.

Public Housing Demolition – The proposed project will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition.

Decline in Poverty Rate – While the poverty rate in the area where the proposed project will be located is greater than 20 percent, there has been a decline in the poverty rate over the last 5 years

Education and Economic Opportunities – There are meaningful opportunities for educational and economic advancements in the census tract where the proposed PBV development will be located

Other Overriding Need – There is another overriding need for the location to be placed in the identified census tract (please explain)_____

9. SITE AND NEIGHBORHOOD STANDARDS

Applicants must attest that the proposed project conforms to the required site and neighborhood standards. Attach any additional materials if needed.

The site must be adequate in size, exposure and contour to accommodate the number and type of units proposed, and there are adequate utilities and available streets to service the site.

The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons, unless there is an overriding need for the site to be located in a census tract with a poverty rate over 20 percent.

The site must be accessible to social, recreational, educational, commercial and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting of largely unassisted, standard housing of similar market rents.

11. EXPERIENCE OWNING RENTAL HOUSING

- 10 Years or More of Experience Owning Affordable Rental Housing
- 1-9 Years or More of Experience Owning Affordable Rental Housing
- 10 Years or More of Experience Owning Other Rental Housing
- 1-9 Years or More of Experience Owning Other Rental Housing

12. PLAN FOR MANGEMENT AND MAINTENANCE OF UNITS

Is there a written plan for management and maintenance of the proposed PBV units?

- YES
- NO

If yes, please include the management and maintenance plan as an attachment to this application. If no, please provide a description of how units will be managed and maintained, both on an ongoing and long term basis, focusing on property management, preventative maintenance, routine maintenance, emergency repairs, security, and health and safety related areas. Describe the personnel to be assigned to management and maintenance of the proposed project, hours of operation, location of management/maintenance offices and other pertinent information.

Describe any supportive services that will be provided to the tenants. Complete the chart below, or include a narrative attachment.

TYPE OF SERVICE	SERVICE PROVIDER

I attest and certify that all of the information herein contained is true and accurate to the best of my knowledge. I understand that by submitting this application for project based assistance there is no commitment from HACB that my proposal will be accepted. I understand that in place existing tenants must be certified as eligible to receive project based assistance, and if they are not eligible, I may not displace them in order to qualify their unit for PBV. I understand and agree to abide by all applicable federal Section 8 requirements found at 24 CFR Part 983 and HACB’s PBV requirements found in its Administrative Plan.

Signature of Owner

Title

Date