



OPELIKA HOUSING AUTHORITY REQUEST FOR PROPOSAL



STRATEGIC PLANNING CONSULTANT

Issue Date	March 20, 2025
Questions from Contractors Due	April 4, 2025
Responses from OHA to Be Posted By	April 14, 2025
Proposals Due	April 21, 2025 @ 10 am
Anticipated Award Announcement	April 28, 2025

PURPOSE

The Opelika Housing Authority (“OHA”) is launching a strategic planning process that will outline its vision, goals, and objectives. The purpose of this request for proposals (RFP) is to solicit the services of a consultant to facilitate the strategic planning process leading to a strategic plan that furthers the organization's mission; articulates the future vision; and exemplifies the organizational values.

The strategic plan document will serve as a vital tool and roadmap for OHA's Board of Commissioners and staff to utilize in setting direction, forging partnerships, and allocating resources for the next five years.

BACKGROUND

The Opelika Housing Authority was created under the 1937 Housing Act for the purpose of providing decent, safe, and sanitary housing to the low and moderate-income residents of the City of Opelika and Lee County, Alabama. Today, OHA serves over 1,100 low to moderate income families throughout the City of Opelika and Lee County, Alabama.

- 633 Project Based Rental Assistance (PBRA) units
- 4 Single family rental homes
- 497 base allocation HCV program vouchers
- 34 VASH program vouchers
- OHA operates on a 6/30 FYE
- Operates Youth Build program.
- Two (2) FSS Coordinator grants
- OHA manages the Tallassee Housing Authority
 - Located in Tallassee Alabama
 - 100 LIPH units and 72 HCVP vouchers

OHA owns and manages a variety of affordable housing units and administers Section 8/Housing Choice Vouchers, along with a myriad of supportive service programs for residents and citizens of the City of Opelika and Lee County, Alabama

A five-person Board of Commissioners authorized by the laws of the State of Alabama and

appointed by the Mayor of Opelika is responsible for developing housing policy and authorizing expenditures.

SCOPE OF WORK

OHA's goal is to have strategic planning proceed as expeditiously as possible. The respondent shall certify their ability to start work and should propose a plan to describe the existing time commitments of the staff assigned to the project and whether. The proposal for services should include, at a minimum:

1. Meetings to engage the following audiences to provide feedback and develop strategic direction designed to meet community needs:
 - a. Grant program participants and residents
 - b. Internal team (staff and Commissioners)
 - c. Landlords
 - d. Community partners and stakeholders
2. Revisiting the vision, mission, and values to ensure these statements inspire and guide our Board of Commissioners and Executive staff.
3. Completing a SWOT analysis (or similar process) to assess the internal and external environment. We expect the consultant to assist with analyzing the organization's strengths, weaknesses, and help identify external opportunities and threats, which will influence our plan.
4. Drafting a strategic planning document that is a useful roadmap for Commissioners and Executive staff in decision-making and the future allocation of resources.

PHASE I - COMMUNITY ENGAGEMENT AND DATA ANALYSIS

OHA understands that addressing affordable housing needs is a complex task that requires an integrated effort among many partners. Thus, the Authority is committed to engaging with these partners as an essential component of the planning process.

The Consultant shall solicit input from internal and external stakeholders utilizing various engagement methods, including surveys, meetings, interviews, and focus group sessions. The Consultant will establish a small stakeholder roundtable to provide guidance, as needed, during the planning process.

The Agency's broad stakeholder community includes the Board of Commissioners, staff at all levels, the Housing Residents, Housing Choice Voucher Participants and Landlords.

During Phase I, OHA will work with the selected Consultant to identify pertinent studies, plans, and datasets to inform the Strategic Plan. The Consultant will review existing documents to identify trends, issues, and objectives that may affect the Strategic Plan. Such documentation includes City and County Comprehensive and Annual Action Plans, OHA's Goals and Initiative, the Homeless Continuum of Care Plan, and other relevant planning documents. The Consultant will identify and analyze shared priorities and goals in the plans reviewed.

During this work phase, the Consultant will perform the following tasks:

- Outline the role of the Consultant, the Board of Commissioners, and the Executive Staff in the overall planning process.

- Develop a detailed work plan with timelines for completing work tasks and producing a final strategic plan within the established timeframe (estimated six months).
- Design and facilitate structured processes that will lead to a board-adopted strategic plan with buy-in from stakeholders.
- Coordinate meetings/retreats with BOC and executive staff.
- Analyze the local environment that includes internal and external trends as well as an overall organizational analysis
 - Engage agreed-upon stakeholders utilizing various methodologies identified in the overall project plan.
 - Review all other organization plans, and others identified, to determine whether existing plans include strategic goals and objectives to integrate into the Strategic Plan or if these "plans" are standalone documents.
 - Evaluate the current infrastructure that supports the organization's primary business lines, including Communications, Information Technology, Human Resources, and Operations.

Upon completion of Phase 1, the Consultant will synthesize major findings into a written Evaluative Report. The Report will include a compilation of survey responses, focus groups, interview summaries, and a SWOT (strength, weakness, opportunity, threat) analysis. The Evaluative Report will be a major resource informing the Strategic Plan.

PHASE II- DRAFT AND FINAL STRATEGIC PLAN DOCUMENTATION

During Phase 2, the Consultant will facilitate the BOC and Executive Staff in crafting and formalizing the Strategic Plan informed by the Phase 1 deliverables detailed above.

The Consultant will facilitate a board retreat to begin drafting a Strategic Plan informed by the Evaluative Report, which will be presented for review and discussion at the outset of the board retreat. The overriding objective of the board retreat is to develop a planning framework with the following deliverables:

- Review and assess, and/or revise the Mission Statement so that it effectively captures the Agency's fundamental purpose.
- Review and assess the Vision Statement to ensure it is future-oriented and aspirational.
- Review and assess the statement of values that reflect the Agency's underlying principles.
- Craft strategic goals and objectives that are specific, measurable, attainable, relevant, and timely (SMART).
- Summarize the role of OHA, including its organizational structure and funding.
- Outline themes and issues related to Agency branding.

Following the board retreat, the consultant will prepare a strategic plan document incorporating the organizational framework that the commissioners and executive staff developed during the board retreat. Specific deliverables include:

- A Strategic Plan document that embodies the newly formed mission, vision, values, goals, and objectives.
- Determine the relationship between other "plan" and "policy" documents and incorporate them as appropriate into the Strategic Plan document.

- Design a reporting tool that captures performance metrics and methodology. This tool can be used to monitor and track the agency's progress toward achieving plan goals and objectives.
- Draft an Executive Summary that encapsulates the Strategic Plan that can be used for ongoing stakeholder engagement, press releases, grant writing, and other purposes.
- Conduct a final board retreat with the BOC and senior staff, during which the Consultant will present the Strategic Plan and Ancillary Documents for discussion and feedback.
- Finalize Strategic Plan, Reporting Tool, and Executive Summary, completing the engagement.

CONTENT OF PROPOSALS

The OHA requests that interested firms submit a proposal containing the following:

- Cover letter, which identifies the firm's primary contact person(s) for the proposal.
- Provide a thorough description of your firm and the services it provides. Include bio information on key staff members, the firm's age, location, focus, and a description of typical and existing clients.
- Describe the methodology for how your firm would design the strategic planning process.
- A pricing proposal.
- Describe your upcoming schedule and ability to design and begin facilitation by May 2025.
- List of references for which similar services are or have been provided.
- Provide a proposed contract for services the firm would execute with OHA.
- Written acknowledgment of understanding of Form HUD-5369 B - Instructions to Offerors Non-Construction. This form can be found in Attachment A of this RFP document.
- Form HUD-5369-C- Certifications and Representations of Offerors, Non-Construction Contract: This 2-page form can be found as Attachment B of this RFP document. It must be fully completed, executed where provided, and submitted as part of this proposal.
- Non-Collusive Affidavit. This form can be found in Attachment C of this RFP document. This 1-page form must be completed, notarized, and submitted as a part of this proposal.

DEADLINE

All proposals should be submitted to the main office at 1706 Toomer Street – Opelika, AL.36801, to the attention of Matthew McClammey, no later than 4:30pm on April 21, 2025.

QUESTIONS

Questions regarding the proposal process should be directed to opelikaha@opelikaha.org with the subject line reading: **RFP 25-01 Strategic Plan Consultant**

CRITERIA AND SELECTION

The OHA will use the criteria listed below, in the priority shown, to make its selections:

Factor Description	Max Point Value
Experience: Demonstrated knowledge and actual experience in designing and facilitating strategic planning processes. Development of metrics to measure performance outcomes and achievement of stated goals and objectives.	45 points
Approach: Firms approach and ability to meet Authority's expectations and deadlines:	25 points
Cost: Competitiveness of hourly rates, overhead, profit, and travel expense, and reasonableness of overall total costs.	10 points
References submitted with the proposal:	15 points
WMBE Qualified Firm	5 points

General Information

WOMEN, MINORITY AND SMALL BUSINESS ENTERPRISE

OHA encourages W/M/SBE firms to respond to this solicitation and further encourages prime contractors to provide meaningful opportunities for participation of qualified W/M/SBE firms or individuals' participation in this solicitation.

CONFLICT OF INTEREST

- A. The respondent's warrant that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 - a. Respondents may have an unfair competitive advantage; or
 - b. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined here in, the respondents shall disclose such conflict of interest fully in the proposal submission.
- B. The respondents agree that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate

and full disclosure in writing to OHA that shall include a description of the action, which the respondents have taken or intends to take to eliminate or neutralize the conflict. OHA may, however, disqualify the respondents or if a contract has been entered into with the respondents, terminate said contract, at its sole discretion.

- C. In the event the respondents were aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to OHA, OHA may disqualify the respondents.
- D. No member of or delegate to the U.S. Congress or Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondents.
- E. No member, officer, or employee of OHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which OHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- F. No member, officer or employee of the respondents selected to perform the services described above shall, during the term of their contract. or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

COST OF PROPOSAL

All costs incurred, directly or indirectly, in response to this proposal shall be the sole responsibility of and shall be borne by the respondents.

AWARDS

A contract shall be awarded in accordance with the terms and conditions of this RFP. OHA reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received.

PROPOSAL TABULATIONS/NOTIFICATION

After the award is made, each unsuccessful firm will be notified in writing promptly upon award. The notice shall identify the selected Consultant.

FORM OF PURCHASE

The acceptance of the proposed firm's offer for the services specified herein shall be made by execution of a duly authorized contract prepared by OHA.

GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify OHA in writing specifying the

regulation which requires alteration. OHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to OHA.

NONCONFORMANCE TO CONDITIONS/SPECIFICATIONS/SCOPE OF SERVICES

Services will be inspected for compliance with specifications. Services not conforming to specifications will not be accepted. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default all procurement costs may be charged against the firm.

ASSIGNMENT OR TRANSFER

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of OHA. Claims for sums of money due, or to become due from OHA pursuant to the contract may be assigned to a bank, trust company or other financial institution. OHA is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining OHA's prior written consent.

PATENTS-LICENSES AND ROYALTIES

The successful firm shall indemnify and save harmless OHA, their employees and consultants from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by OHA. If the vendor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials involved in the work. Further all residual right to Patents, Licenses and Royalties (e.g., software and license to sue same purchased) shall revert to OHA at the end of the Agreement.

PERMITS AND LICENSES

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold OHA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

TAXES

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold OHA harmless in every respect against tax liability.

ADVERTISING

In submitting a proposal, the firm and their consultants agree not to use the results as a part of any commercial advertising.

INSURANCE

Coverage. The selected firm shall maintain at its expense during the term of the Contract the following insurance.

- 1) Worker's Compensation Employer's Liability in the amount of 1,000,000 each accident; 1,000,000 each disease; and 1,000,000 for each disease/each employee.
- 2) Professional Liability Insurance in the amount of 1,000,000.
- 3) General Liability Insurance in the amount of 1,000,000 per occurrence and 1,000,000 aggregate.

OHA shall be named as additional insured on all policies.

Waiver. The selected firm shall not hold OHA liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors, while working on these projects. The firm agrees to hold OHA harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of OHA while acting within the scope of their employment.

Qualification.

The insurance company covering the firm must be licensed to do business in the State of Alabama and have a Best's Guide rating of "A+" or higher.

STANDARDS OF CONDUCT

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

REMOVAL OF EMPLOYEES

OHA may request the successful firms to immediately remove from assignment to OHA and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of Duty.

- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- Theft, vandalism, immoral conduct or any other criminal action.
- Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at OHA

SUPERVISION

The successful firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to OHA prior to contract start. The firm or its designated representative shall be readily available to meet with OHA personnel. The successful firm shall provide the telephone numbers where its representative(s) can be reached.

PERFORMANCE EVALUATION MEETING

The selected firm shall be readily available to meet with representatives of OHA as necessary during the term of the contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

DISPUTES

Issues Causing Protest.

Any respondents which dispute the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the OHA's Executive Director.

Filing the Protest.

The respondents must first advise the Opelika Housing Authority, in writing within 10 days after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice.

Content of Formal Written Notice.

The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:

1. The name and address of the respondent filing the protest and an Explanation of how his substantial interests have been affected by the bid solicitation or by OHA's notice of intended or actual award.

2. A statement of how and when the respondents filing the protest received notice of the bid solicitation or notice of intended or actual award.
3. A statement of all issues of disputed material fact. If there are none, the protest must indicate.
4. A concise statement of the ultimate facts alleged, as well as OHA'S policies, which entitle the Respondents filing the protest to relief.
5. A demand for relief the Respondents deems they are entitled.
6. Any other information, which the Respondents content, is material.

Response to Protest.

Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The OHA Executive Director may set forth in writing particular facts and circumstances which require the continuance of the solicitation process in an emergency without the above-mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety, or welfare. This written documentation will specifically detail the facts underlying the Executive Director's decision and will constitute final agency action.

Informal Resolution. Upon receipt of the formal written notice of protest or intent to protest, the QPA will attempt to resolve the protest on an informal basis. The QPA will have ten days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the Executive Director

Resolution. The Executive Director request such information pertaining to the matter, as he/she deems appropriate. Within thirty days of the date that the formal written protest is referred to him/her, the Executive Director will notify the Respondents making the protest of his/her decision.

FEDERAL, STATE AND LOCAL REPORTING COMPLIANCE

The firm shall provide such financial and programmatic information as required by OHA to comply with all Federal, State and local law reporting requirements.

NONDISCRIMINATION

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

PROJECT PERSONNEL

Except as formally approved by OHA, the key personnel identified in the accepted proposal shall be the individuals who will complete the work at the proposed levels of effort. Changes in staffing must be proposed in writing to OHA and approved.

PAYMENT

To the extent required and pursuant to the schedule of deliverables in accordance with the final Consultant Agreement negotiated by the parties OHA shall make periodic payments for services provided as required under its agreement with the Developers.

NOTICES

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to OHA shall be addressed as provided in the contract.

CANCELLATION

Irrespective of any default hereunder OHA may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

LAWS

The laws of the State of Alabama and applicable federal law shall govern the contract.

CONTRACT DOCUMENTS

OHA will prepare written contract documents. Based on final negotiations and the specific requirements of the contract under this particular RFP, modifications may be adopted.

TRAVEL

The firm will bear all travel and miscellaneous expenses.

CONTRACT AWARD

The Contract, as described in this document, shall be subject to the approval of the Opelika Housing Authority board commissions.

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/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:

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

FEE PROPOSAL FORM

By completing and submitting a proposal, and by submitting the costs where provided, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by OHA. Pursuant to all RFP documents, all attachments, and completed documents submitted by the proposer, the undersigned propose to supply OHA with the services described herein for the fee(s) entered within the areas provided.

Base Bid

Proposed fees for Strategic Planning Consulting services as specified herein, including all costs are:

\$ _____

Staff prices: hourly staff pricing will be utilized for additional work if requested by OHA. The actual amount required will be only as requested by OHA and may be none at all. These hourly prices are not included in the base bid above.

Item	Staff Name and Title	Certifications (If applicable)	Hourly Rate
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$
9			\$
10			\$
11			\$
12			\$
13			\$

Estimated Additional Travel Costs: To be utilized only if additional work is requested.

1. Air fare round trip per flight: \$ _____ (OHA will only reimburse)
2. Per Diem daily rate: \$ _____ (may not exceed OHA rate)
3. Rental car per day \$ _____ (mid-size rate only)

COST ANALYSIS

HUD regulations require a cost analysis prior to an award of a contract. Please supply the information requested below to confirm how the base proposal fee was tabulated.

DIRECT COSTS:

Direct Labor (Personnel) \$ _____

Equipment \$ _____

Supplies \$ _____

Travel and Per Diem \$ _____

Subcontractors or Consultants \$ _____

Other
phone calls, etc.) \$ _____

INDIRECT COSTS:

Overhead \$ _____

General & Administrative Expenses \$ _____

PROFIT OR FEE \$ _____

REQUEST FOR PROPOSAL PROFESSIONAL SERVICES

Contractor Information

RFP Name Solicitation No.
Prevailing Wage? Proposal Due Date Contract Term

Contractor Information

Name of Business: Primary Contact

Street Address: Street Address Line 2:

City: State: Zip Code:

Contact Number: E-mail:*

Check at Least one of the Following:*

- Section 3
- MBE/WBE
- Veteran
- None Apply

Are you currently suspended, debarred or otherwise deemed ineligible for a federal contract award?

Check box if addendum was reviewed (don't check if not applicable)

- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4
- Other

By signing below, Contractor attests that he/she has the legal power, right, and authority to make this Agreement. Contractor agrees that if selected for the Contract Award, Contractor is qualified to perform all work necessary to complete the services as specified in the Contract Documents at Contractor's quoted price. Further, Contractor has reviewed, acknowledges and accepts the provisions within the Contract Documents including, but not limited to, Form HUD 5369-B Instructions to Offerors Non-Construction, the Specifications, Contractor's bid, and the OHA Professional Services General Terms and Conditions (up to \$250,000). Unless otherwise specified in writing by OHA on OHA letterhead and signed by both parties, during the term of the Contract, if any provision within the Contract Documents is in conflict with, or inconsistent with any of the OHA General Terms and Conditions, the OHA General Terms and Conditions shall prevail. Terms that conflict with and/or are inconsistent with the OHA General Terms and Conditions are hereby revoked, rejected and void, even if the contract documents containing such terms are executed after the OHA General Terms and Conditions, this includes, but is not limited to indemnification, warranty, payment, order of precedence, and integration provisions. By signing below, Contractor acknowledges that OHA reserves it right to reject any and/or all bid or to cancel the solicitation at any time and for any reason(s). Contractor's proposal shall be valid for at least 90 days subsequent to the bid opening date.

Contractor Signature of Acceptance

Date

Acceptance of Proposal:

OHA accepts your proposal and the Master Agreement containing the solicitation, General Terms and Conditions, and cost catalog are hereby in effect.

OHA Signature of Acceptance

Date

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Is your Proposal Packet Complete?



Are the following forms completed, signed and in your Proposal Packet?

- 1. HUD Form 5369-B Instructions to Offerors**
- 2. HUD Form 5369-C Certifications and Representations of Offerors**
- 3. Form of Non-Collusive Affidavit**
- 4. Fee Proposal and Cost Analysis Form**
- 5. Contractor Information Form**
- 6. W-9 (if not already registered with OHA)**