

REQUEST FOR MARKETING FIRM PROPOSALS  
TO PROMOTE NOVEMBER 2021  
6<sup>TH</sup> PENNY FUNDING FOR A NEW  
LARAMIE COUNTY SENIOR ACTIVITY CENTER



# Housing Authority of the City of Cheyenne, Wyoming

**Cheyenne Housing Authority  
3304 Sheridan Street  
Cheyenne, WY 82009**

**Executive Director, Greg Hancock**

**May 10, 2021**

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## **INTRODUCTION**

The Housing Authority of the City of Cheyenne (CHA) is soliciting Proposals from experienced marketing firms and/or solo practitioners. The firm will provide promotional marketing services leading to November 2021 voter approval of 6<sup>th</sup> Penny funding to construct a new Laramie County Senior Activity Center.

Respondents must provide evidence of qualifications and experience necessary to promptly and competently provide promotional services to the Housing Authority. Additional requirements and information concerning this solicitation are contained in the following sections of the Request for Proposals (RFP).

## **PROFILE OF THE HOUSING AUTHORITY OF THE CITY OF CHEYENNE**

The Cheyenne Housing Authority (CHA) was created in 1971 to address Cheyenne's need for low income housing. CHA is a governmental entity and a public body corporate and politic created and operating under the laws of the state of Wyoming. Consistent with its mission to provide decent, safe, and sanitary housing to elderly, disabled, and economically disadvantaged families unable to obtain housing through conventional means, throughout its history CHA has continually expanded its operations to address housing and housing-related challenges in Wyoming, and now:

- serves as the public housing authority for Cheyenne and Laramie and owns, operates, and maintains 341 public housing units (266 units in Cheyenne and 75 in Laramie)
- administers the housing choice voucher program with 1,786 vouchers in Cheyenne, Laramie, Rawlins, Lander/Riverton, Cody/Powell, Sheridan, Buffalo, Gillette, and Wright
- administers 153 Veterans Assistance Supportive Housing vouchers in Cheyenne, Sheridan, and Gillette to end Veteran's chronic homelessness
- through the Project-Based Section 8 Contract Administration (PBCA) program on behalf of HUD performs statewide contract administration services for 51 properties with 2,165 rental units
- leases 19 units to Peak Wellness
- owns and operates 3 Wyoming Rehabilitation and Acquisition Program houses
- through the Family Self Sufficiency Program supports public housing and housing choice voucher program participant's work to become self-sufficient, and no longer dependent upon any federal subsidy
- sponsored the Welcome Home Wyoming program that to date has provided down payment assistance to more than 1,000 new homeowners
- owns and operates market rate rental units in Cheyenne including 32 townhomes serving the elderly in Foxcrest II, 7 single family homes, and 12 Weaver Road Apartments
- sponsored the formation of the Wyoming Housing Partnership, a new nonprofit organization that has acquired ownership interest in 88 units in Cheyenne and 20 in Powell. CHA manages the Cheyenne units on behalf of the Wyoming Housing Partnership
- provides a variety of services through the Laramie County Senior Activity Center

## **OVERVIEW OF LARAMIE COUNTY SENIOR ACTIVITY CENTER**

The Laramie County Senior Activity Center (LCSAC), a program of Cheyenne Housing Authority, is located at 2101-2013 Thomes in Cheyenne. Services delivered through the LCSAC include but are not limited to a multi-site nutrition program, senior social services, health enhancement services, and family

caregiver/respice care. Services delivered in and through the LCSAC are in high demand; nearly 40,000 meals plus other services were provided in 2020 despite COVID-19 restrictions. Typical meal volume is 55,000 to 60,000 per year. The LCSAC physical plant:

- is 45 years old and in need of major repairs, sufficient repair funds are not available
- at 8,567 square feet, it is not large enough to serve Laramie County’s growing senior population, the fastest growing segment of Laramie County’s population
- is difficult to access because it is surrounded by City growth, has limited general parking, has no adjacent accessible parking, and is difficult to find because line-of-site visibility is limited
- is located in downtown Cheyenne; Laramie County’s population growth is primarily to the east
- needs to move to a larger, more visible location with improved public access.

**New LCSAC Funding:**

The Laramie County Commissioners recognize the value of the LCSAC, and have placed funding a new LCSAC on the 6<sup>th</sup> Penny Ballot for voter approval in November 2021. With 6<sup>th</sup> Penny funding, the Cheyenne Housing Authority (CHA) will remodel and expand the Foxcrest Community Center (FCC), a smaller senior services facility it owns and operates at 4125 Cox Court in Cheyenne. The new LCSAC will:

- be located on Pershing just east of the Maverick service station – in the center of Cheyenne’s growth corridor
- be located on a city bus route
- be approximately 17,000 square feet, large enough to meet the needs of Laramie County’s growing Senior population
- have approximately 88 parking spots, including accessible parking outside the front entry door
- be located within 1 mile of 270 senior housing units and within 5 miles of an additional 700 units

**RFP AT A GLANCE**

Contact person	Greg Hancock (307) 633-8320 <a href="mailto:ghancock@cheyennehousing.org">ghancock@cheyennehousing.org</a>
How to obtain RFP documents	1. Access cheyennehousing.org 2. Click on “RFP Opportunities” on the top menu bar
How to submit a response to this RFP	As instructed in Submission Requirements section. Please submit responses via e-mail, in pdf format to: <a href="mailto:ghancock@cheyennehousing.org">ghancock@cheyennehousing.org</a>
<b>Vendor Response Submittal Deadline</b>	<b>12:00 NOON MST, Friday May 28, 2021</b>
Anticipated contract award date	June 4, 2021

## STATEMENT OF WORK

The successful respondent must be committed to and demonstrate capacity to perform the following actions leading to November 2021 voter approval of 6<sup>th</sup> Penny funds.

1. Become familiar with the demographics of Laramie County.
2. Meet with the CHA to understand the need for the LCSAC, including:
  - benefits to residents of Laramie County
  - data regarding the number and type of users of the current LCSAC
  - Laramie County population growth trends
3. Understand and provide recommendations regarding arguments both for and against relocation and expansion of the LCSAC.
4. Create talking points/marketing messages and potentially graphics for use throughout the campaign.
5. Develop a marketing campaign action plan to effectively reach and inform consumers about the need for a new LCSAC. The marketing campaign may include word of mouth, direct mail, social media, yard signs, buttons, radio, printed materials, video, and banners.
6. Present the campaign action plan to CHA for consideration/approval.
7. Upon approval, implement the campaign action plan by creating materials and placing ads in coordination with the CHA.
8. Act as coordinator of public relation opportunities including editorials in the Wyoming Tribune Eagle and Pine Bluffs Post, editorial board discussions, and letters to the editor.
9. CHA will provide representatives to speak to the need for a new LCSAC.

## SUBMISSION REQUIREMENTS

The CHA intends to select a marketing firm on a “Best Value” basis, not a “Low Proposal” basis (“Best Value” in that the Housing Authority will consider other factors than cost in making the award decision). Therefore, so the Housing Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted herein:

RFP Section	Description
Attachment I	<b>Submission Cover:</b> This form is attached as Attachment I to this RFP. This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment II	<b>Evidence of Ability to Perform Statement of Work:</b> Provide thorough responses to all information requested.

Attachment III	<b>Letter of Interest and Pricing Proposal:</b> Provide thorough responses to all information requested.
Attachment IV	<b>Form HUD-5369-C, <i>Certifications and Representations of Offerors, Non-Construction Contract.</i></b> This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment V	<b>Form HUD-2992, <i>Certification Regarding Debarment and Suspension:</i></b> This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment VI	<b>Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions:</i></b> This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
Attachment VII	<b>Form HUD-5369-B, <i>Instructions to Offerors, Non-Construction:</i></b> This form must be fully completed, executed where provided thereon and submitted under this section as a part of the response.
	<b>Other Information (Optional):</b> The respondent may include hereunder any other general information that the respondent believes is appropriate to assist the CHA in its evaluation.

## EVALUATION FACTORS

Selection of a successful respondent will be the sole discretion of CHA. A CHA evaluation committee will be established to review Offeror responses to this RFP. Proposals will be evaluated using the following evaluation criteria. Offerors will be selected based on the highest cumulative score, as provided below. The Authority, however, reserves the right to reject any and all proposals and to waive any informality in proposals received for any reason whatsoever.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Proposed Cost	<b>25</b>
Capability to promptly provide professional marketing services from date of award through November 2, 2021	<b>40</b>
Relevant experience marketing similar projects.	<b>35</b>
<b>Total Points</b>	<b>100</b>

## GENERAL

All proposals and material contained therein shall become the property of CHA upon submittal.

Regardless of outcome, Respondent shall not hold CHA responsible for any expense in the preparation of its response to this RFP or in negotiating a contract after contract add "with CHA".

The CHA will reject the proposal of any respondent debarred by the U.S. Department of Housing and Urban Development (HUD).

The determination of the criteria and process whereby proposals are evaluated, and the decision as to a contract award, or whether or not an award shall be made as a result of the RFP, shall be at the sole discretion of CHA and its Board of Commissioners.

The CHA reserves the right to reject any and all proposals for any reason at its sole discretion.

**ATTACHMENT I**  
**Submission Cover**

**Instructions:** The items listed below must be completed and included in the proposal submittal. Please complete this form by making an "X," where provided ("Item Included" column), to verify that the referenced completed form or information has been included with the hard copy submittal. Complete the Primary Point of Contact and Respondent's Statement as noted below:

Item Included (Check Box)	Submitted Items
	Attachment I - Submission Cover
	Attachment II – Evidence of Ability to Perform Statement of Work
	Attachment III – Letter of Interest and Pricing Proposal
	Attachment IV - HUD-5369-C
	Attachment V - HUD-2992
	Attachment VI – HUD 50071
	Attachment VII – HUD 5369-B

**Primary Point of Contact**

\_\_\_\_\_ Name

\_\_\_\_\_ Phone Number

\_\_\_\_\_ E-mail Address

**Respondent's Statement**

The undersigned respondent hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if CHA discovers any information entered herein to be false, such shall entitle CHA to cancel any award with the undersigned party. Further, by completing and submitting the proposal, the undersigned is hereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by CHA.

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Company



## **ATTACHMENT II**

### **Evidence of Ability to Perform Statement of Work**

Please provide the following:

1. **Company Profile:**

Provide a summary specifically related to:

- development and implementation of successful marketing campaigns
- location of company offices

2. **Previous experience:**

Experience performing the Statement of Work, and qualifications of Respondent's staff assigned to this project, including firm's ability to meet the requirements listed in the Scope of Work

3. **Customer References**

Provide a list of at least three (3) current or previous customers. For each reference, provide the following information:

- Name of customer
- Contact person's name and position
- Telephone number
- Email address

4. **Sample Marketing Materials**

Provide examples of marketing materials created for use in previous or current marketing campaigns.

5. **Interview / Demonstration:**

Confirm availability for a potential verbal interview, on-line product demonstration, or on-site product demonstration during the week of June 1, 2021.

**ATTACHMENT III**  
**Letter of interest and Pricing Proposal**

Please provide the following:

1. Letter of Interest  
Describe any special interest your firm may have in engaging in marketing for a new Senior Activity Center for Laramie County between date of award and November 2021.
2. Pricing Proposal  
Note that CHA has budgeted \$50,000 for marketing. List your pricing proposal to perform your proposed marketing activities.

# ATTACHMENT IV

## Certifications and Representations of Offerors Non-Construction Contract

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

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

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

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

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

# ATTACHMENT V

## Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

### Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date	
Signature of Authorized Certifying Official	Title		

# ATTACHMENT VI

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

## Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)  
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

# ATTACHMENT VII

## 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 initiated 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:]