

# REQUEST FOR PROPOSAL

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For  
Project-Based Vouchers  
for a  
**Permanent Supportive  
Services Project**

Fall 2023

450 North Church Street  
Greensboro, NC 27401

**Due November 28, 2023**

## The Housing Authority of the City of Greensboro

### Request for Proposals (RFP) for Project-Based Vouchers for a Permanent Supportive Services Project

#### 1. *Introduction*

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The Greensboro Housing Authority (GHA) is a provider of rental assistance to very low-income families enabling them to lease decent, safe, and affordable housing. GHA is the third largest housing authority in North Carolina and the largest affordable housing provider in the City of Greensboro.

GHA operates the Housing Choice Voucher Program (HCVP), funded by the US Department of Housing and Urban Development. The purpose of this program is to provide rental assistance to income eligible families enabling them to lease housing in the general market area. The program receives annual funding through the US Department of Housing and Urban Development (HUD). GHA currently has an allocation of 3,580 Tenant-Based Housing Choice Vouchers (HCV).

#### 2. *Purpose and Offering*

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The shortage of available rental units in the general market area has resulted in HCVP participants inability to utilize their vouchers. Additionally, there is a distinct lack of housing options for individuals and families who are seeking to exit homelessness; in particular, studio and one-bedroom units. Therefore, GHA is issuing this Request for Proposals (RFP) seeking proposals from developers/owners that can meet this housing need, and provide supportive services, including but not limited to, case management, life skills and job readiness programs.

Through a competitive process, GHA seeks to offer the following:

1. Subsidy for up to 60 project-based units
2. Housing Assistance Contract for up to 20 years with potential options of renewal.

### 3. *Project Eligibility*

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The follow conditions must be met for a project to qualify for consideration:

1. The project must be within 10 miles of Greensboro City limits.
2. The project must not be located in an annexation study area or if it is in an annexation area describe schedule and timeline of approval.
3. The project must be permanent supportive housing.
4. The project must serve a population experiencing homelessness or families transitioning from emergency housing or are at risk of being homeless.
5. The project must provide on-site supportive services to all households continuously.
6. 100% of the units must conform to the Public Housing Authority's (PHA's) subsidy guideline for family occupancy size.
7. The project units must contain a bathroom and kitchen or kitchenette.
8. The project must have (demonstrate) fiscally feasible financial projection including sources & uses and operating budget.
9. The project must comply to a minimum of an annual project management, operating and financial review by the subsidy provider.
10. The project must comply with program regulations of the Project-Based Voucher (PBV) program and National Standards for the Physical Inspection of Real Estate (NSPIRE) housing quality inspection standards or much required inspection protocols.
11. The owner must agree to rent the unit to eligible tenants for the duration of the Housing Assistance Payments (HAP) contract.

### 4. *Application Requirements and Review*

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GHA will review all proposals for PBV submitted by the deadline. Before selecting projects, GHA will determine that each submission is responsive and responsible to the selection criteria and procedures included in this RFP, current agency policy, and in compliance with HUD's program regulations as defined by 2 CFR §200 and 24 CFR §983. Applications that do not meet minimum accessibility requirements for units and project areas will not be considered.

All application proposals must include the following items:

1. **Project Eligibility and Support Documentation:**  
(Complete Exhibit A: Project Eligibility and Support Documentation)
2. **Owner/Principal/Organization Information (Refer to Exhibit A):** Information regarding the owner and other project principals, including:
  - The responders to this proposal must be licensed to do business in the State of North Carolina and must have the appropriate state and local business license numbers.
  - The identity of the owner and other project principals and the names of officers and principal members, shareholders, investors, and other parties having a substantial interest.
  - A disclosure of any possible conflict of interest by any of these parties that would be a violation of the Agreement or the HAP contract; and
  - Information on the qualifications and experience of the principal participants.
  - Information concerning any participant who is not known at the time of the

owner's submission must be provided to the Housing Authority as soon as the participant is known;

- Audited or unaudited financial statements. Files should be encrypted.
  - Signed statement fully describing any Identity of Interest relationships must be submitted with the proposal IF the owner has an Identity of Interest related to the purchase, rehabilitation or financing of the property.
3. **Evidence of site control: (Written document)** If site control is pending, please provide an explanation as to why and the expected timing for obtaining control of the property. (Complete Exhibit B: Project Summary/Description)
  4. **Evidence of Permitted Use:** Evidence that the proposed use in particular rehabilitation project is permitted by current zoning ordinances or regulations, or evidence to indicate that the needed rezoning is likely to be obtained and will not delay the project. (Complete Exhibit B: Project Summary/Description)
  5. **Proposed number of units:** Provide the proposed number of units to be project-based (Complete Exhibit B: Project Summary/Description). 100% of the units in such projects may be proposed for PBV assistance for those receiving supportive services, and certain special populations.
  6. **Proposed Rent Schedule:** The current and proposed contract rent per unit, including units to be project-based, includes an indication of which utilities, services, and equipment are included in the rent and which are not included. For those utilities that are not included in the rent, an estimate of the average monthly cost of each unit type for the first year of occupancy. (Complete Exhibit B: Project Summary/Description)
  7. **Project description:**  
Provide a description of the housing project including:
    - a. The number of buildings in the project, identification of each building, the number of units by size (square footage), and the bedroom and bathroom count. Identify the number and anticipated locations of all accessible units (Complete Exhibit B: Project Summary/Description).
    - b. A listing of all features of accessible units (Complete Exhibit B: Project Summary/Description).
    - c. A listing of amenities and services which will be provided on site and a description of the area in which the project is located, including a list of all employment centers, schools or colleges, public transportation, health facilities, and parks and recreational areas that are in the general area of the site/project and the distance of each from the site. (Complete Exhibit B: Project Summary/Description).
    - d. The estimated dates for the commencement of construction and place-in-service date (Complete Exhibit B: Project Summary/Description).
    - e. Architectural schematic level drawings of the proposed project including elevations, unit plans, and the site plan. (pictures and "before and after" comparison as encouraged in repurposing of existing structures are proposed) (Complete Exhibit B: Project Summary/Description).

- f. For rehabilitation, the description must describe the property as-is and must also describe the proposed rehabilitation (Complete Exhibit B: Project Summary/Description).
    - g. HAP Contract: (refer to Exhibit B: Project Summary/Description) Outline the proposed terms of the HAP contract.
8. **Project Financing Plan:** A Project Financing Plan with evidence of financing or lender interest and the proposed terms of financing. The Financing Plan should include all sources and amounts of funding anticipated to be used to develop and operate the Project, including any local funding requests. Basic project financing schedules to include the following:
  - A source and uses of funds table to include the required estimate of acquisition and construction costs, if any (Complete Exhibit C: Sources & Uses)
  - A twenty (20) year operating period pro forma cash flow analysis presenting anticipated initial contract rents for all units, both assisted and unassisted through PBV. Expand on Ex. C S&U to create 20-year pro forma (Complete Exhibit D: 20-year Operating Pro Forma)
9. **Property Management Agent:** (Complete Exhibit E: Property Management Overview) Identification of the proposed property management agent and the owner's plan for managing and maintaining the units using the YARDI Property Management software.
10. **Supportive Services:** A detailed description of the supportive services provided (or to be provided) for the residents. (Complete Exhibit F: Supportive Services)
  - a. A detailed description of the supportive services provided (or to be provided) for the residents. Include information on the type of services, the frequency the services are offered, whether the services are provided on-site and whether there is a fee charged (refer to section on Exhibit E: 20-year Operating Pro Forma).
11. **Regulatory Certifications:** Execute the following certification statement in Exhibit G: Developer/Owner Certification.
  - a. Certification that the owner and other project principles are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non- procurement programs.
  - b. A statement that the property meets applicable eligibility requirements under Section 983 and HUD environmental regulations as per 24 CFR parts 50 and 58. (Does not apply for existing housing projects).
  - c. Certification that no rehabilitation or construction has commenced prior to the execution of the Agreement to Enter into a Housing Assistance Payment Contract (AHAP), as evidenced by Housing Authority inspection.
  - d. A statement that the proposed project (will) meets requirements of Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988, and that the developer affirms continued implementation of all requirements of Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988, and other application acts governing fair housing requirements.

5. ***Respondent Questions and Responsibilities***

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It is the responsibility of the Respondent to address all communications pertaining to this RFP **in writing** to [procurement@gha-nc.org](mailto:procurement@gha-nc.org), and [mdaye@gha-nc.org](mailto:mdaye@gha-nc.org) the Agency Contact only. Any party responding to this RFP or a party representing a Respondent shall not influence or attempt to influence any member of GHA, any member of the Board of Commissioners, or any employee of GHA, regarding the acceptance of a response to this RFP. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their response.

Written questions must be submitted **via e-mail** to [procurement@gha-nc.org](mailto:procurement@gha-nc.org) and [mdaye@gha-nc.org](mailto:mdaye@gha-nc.org) by the due date included within the schedule below. E-mails should include "RFP for Project Based Vouchers-Q&A" in the subject line. Questions will not be accepted via telephone.

This request for proposals (RFP) is established pursuant to 24 CFR §983 of the Code of Federal Regulations Project-Based Voucher Program Final Rule published in the Federal Register on October 13, 2003, Changes to the Section 8 Project-Based Voucher Programs Final Rule published on June 25, 2014, the Housing Opportunities Through Modernization Act of 2016, and any subsequent regulations published effective at this time or supersede.

All proposals submitted in response to this solicitation must conform to all of the required specifications outlined within this document and any designated attachments in its entirety.

Proposals must be received no later than **5:00 p.m. on November 28, 2023**, in accordance with the submission instructions included within this RFP.

6. ***Proposal Submission Requirements***

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1. Form:

Respondents must do **all** of the following:

Submit an electronic copy of their proposal to email: [procurement@gha-nc.org](mailto:procurement@gha-nc.org), and [mdaye@gha-nc.org](mailto:mdaye@gha-nc.org).

Subject line: **PROJECT-BASED VOUCHER PROPOSAL**

2. Due Date: Proposals must be received no later than **5:00 p.m. on November 28, 2023**. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the date and an addendum modifying the due date will also be posted on the GHA's website.

3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:

- a) The completed proposal shall be without alterations or erasures.
- b) No oral or telephonic proposals will be considered.
- c) The submission of a proposal shall be an indication that the Respondent has investigated and satisfied him/herself as to the conditions to be

encountered, the character, quality and scope of the work to be performed, and the requirements of GHA, including all terms and conditions contained within this RFP.

4. Format and Contents

For ease of review and to facilitate evaluation, the Proposal for this project should be organized and presented in the following order:

- a) Completed and Signed Application for Project-Based Vouchers - Attachment 1 (excel workbook)
- b) Notice to offerors: HUD 5369-B
- c) Non-collusive affidavit
- d) Responses to all items included in Section 4 of this RFP, Application Requirements. Where an item is not applicable, indicate such.
- e) Specific information concerning the organization’s experience in the development of permanent affordable housing projects. If available, provide examples of your development of projects utilizing Project Based Vouchers.

7. ***Timeline***

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals. Any amendment shall be posted on the GHA’s webpage.

| <u>Date</u>  | <u>Event</u>                               |
|--|--|
| <b>October 31, 2023</b>  | Release Request for Proposals              |
| <b>November 10, 2023</b>                                       | Pre-proposal review (Optional)             |
| <b>November 14, 2023</b>                                       | Deadline for Respondents’ Questions        |
| <b>November 17, 2023</b><br><i>(subject to change)</i>         | GHA’s Responses to Questions Due           |
| <b>November 28, 2023, By 5:00 P.M.</b>                         | Proposals Due                              |
| <b>Week of December 4, 2023</b>                                | Interviews with highest ranking respondent |
| <b>Week of December 18, 2023</b><br><i>(subject to change)</i> | Recommendation of PBV Awards               |
| <b>By December 22, 2023</b><br><i>(subject to change)</i>      | Selection of Project Developer/Owner       |

8. ***Proposal Selection***

Complete proposals submitted to GHA in the required format and including all required documentation will be reviewed, evaluated, and ranked by GHA.

GHA will make every effort to provide a written selection decision to all Respondents within a reasonable time of the close of this Request for Proposals. If selected, the Respondent will be expected to cooperate with GHA in providing any additional information requested by the GHA and HUD in the final approval process. GHA's approval is contingent upon final acceptance by the U.S. Department of Housing and Urban Development.

**A. *Corrections and Addenda***

1. If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Respondent shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a Respondent fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the Respondent shall submit a proposal at their own risk, and if the Respondent is awarded project based vouchers, they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by GHA interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The Respondent shall submit the addenda cover sheet with the proposal (or deliver them to GHA in accordance with the submission instructions included in this RFP if the Respondent has previously submitted a proposal to the Agency). Any oral communication by the GHA's designated contact person or any other GHA team member concerning this RFP is not binding on GHA and shall in no way modify this RFP or any obligations arising hereunder.

**B. *Reservation of Rights***

The issuance of this RFP does not constitute an agreement by GHA that any contract will actually be entered into by GHA. GHA expressly reserves the right at any time to:

1. Right to Reject, Waive, or Terminate the RFP. GHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion, if deemed by GHA to be in its best interests. By submitting a proposal in response to this RFP, the Respondent waives all rights to seek any legal remedies regarding any aspect of this RFP, GHA's selection of a proposal, and the GHA's rejection of any and all submittals.
2. Right to Not Award. GHA reserves the right not to award project-based vouchers pursuant to this RFP.



3. Right to Terminate. GHA reserves the right to terminate an award of project-based vouchers pursuant to this RFP, at any time for its convenience upon 5 business days written notice to the successful Respondent(s).
4. Right to Determine Financial Responsibility and Viability. GHA reserves the right to require of Respondent information regarding financial responsibility and viability or such other information as GHA determines is necessary to ascertain whether a proposal is in fact financially viable.
5. Right to Request Additional Information. GHA may, during the evaluation process, request from any Respondent additional information which GHA deems necessary to determine the Respondent's ability to construct and manage proposed units. If such information is requested, the Respondent shall be permitted three (3) working days to submit this information.
6. Right to Retain Written Proposals. GHA reserves the right to retain all proposals submitted to GHA by all Respondents in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. GHA may permit the withdrawal of proposals if requested in writing by the Respondent and such request is approved in writing by the GHA's CEO or designee in his sole and absolute discretion.
7. Right to Negotiate Fees. GHA reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of GHA.
8. Right to Reject Any Proposal. GHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
9. No Obligation to Compensate. GHA shall not be liable for any pre-contractual expenses incurred by any Respondent. GHA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.
10. Public Disclosure of Proposal Documents. To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the North Carolina Public Records Act. In the event that a Respondent desires to claim portions of its submittal exempt from disclosure, it is incumbent upon the Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. GHA will consider a Respondent's request for exemption from disclosure; however, GHA will make a decision based upon applicable laws. Assertions by a Respondent that the entire submittal or large portions are exempt from disclosure will not be honored. All responses to this RFP shall become the property of GHA and will be retained or disposed of accordingly.

C. **Additional Terms and Conditions**

1. Rules, Regulations, and Licensing Requirements. All candidates and staff shall possess all required state and local licenses. In addition, the successful respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Candidates are presumed to be familiar with all Federal, State and Local Laws, Ordinances, Codes, Rules, and Regulations that may in any way affect the services. In any subsequent contract, the successful candidate must agree to follow all local, State, and Federal regulations as well as GHA requirements specified herein.
2. Assignment. The successful respondents shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title, or interest, herein, or its power to execute such contract to any person, company or corporation, without the prior written consent of GHA.
3. Equal Opportunity Employment. The respondent will agree that there will not be discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this RFQ. The respondent must agree to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).
4. It is the bidder's responsibility to bear all expenses involved with the preparation and submission of RFP proposals.

All Respondents submit their applications to GHA with the understanding that the final approval of any agreement is contingent upon and subject to review and final approval by the Board of Commissioners and U.S. Department of Housing and Urban Development.

For additional information on this RFP, please contact [procurement@gha-nc.org](mailto:procurement@gha-nc.org) and [mdaye@gha-nc.org](mailto:mdaye@gha-nc.org).

**Evaluation Criteria**

Applications will be evaluated by GHA on the criteria listed below. The evaluation criteria and preference points for this RFP are consistent with the goals of the GHA's Strategic Plan and the Housing Blueprint, and in compliance with the GHA's HCV Administrative Plan.

| Description of Base Criteria  | Possible Points       |
|---|-----------------------|
| 1. Project Summary <ul style="list-style-type: none"> <li>a. Project name and address</li> <li>b. Total units proposed for PBV assistance</li> <li>c. Number of buildings in the project</li> <li>d. Building Description (multifamily apartments, low rise, townhomes, etc.)</li> <li>e. Name of proposed developer</li> <li>f. Management company or agent for the project</li> <li>g. Proposed term of the HAP Contract</li> <li>h. Proposed In-Service Date</li> </ul>  | 5 Points              |
| 2. Project and Property Description <ul style="list-style-type: none"> <li>a. Scope, purpose and need for the project</li> <li>b. Need for Project Based Vouchers</li> <li>c. General population the project will assist including income level, household composition and any special needs,</li> <li>d. Unit rents, comparable unit market rents, and tenant income range,</li> <li>e. Utility and appliance responsibilities,</li> <li>f. Unit size mix and the amenities provided within each unit and those amenities provided to all residents on site,</li> <li>g. Non-residential uses planned at the property,</li> <li>h. Neighborhood amenities including accessibility to social, recreational, educational, commercial and health facilities and services</li> </ul> | 15                    |
| 3. Applicant Qualifications and Experience  | 20 Points             |
| 4. Project Financing feasibility (financing and operating pro formas)   | 20 Points             |
| 5. Applicant's Financial Capacity   | 15 Points             |
| 6. Supportive Services Plan   | 15 Points             |
| 7. Property Management Experience (with similar projects)   | 10 Points             |
| Total Base Points Available   | 100 Total Base Points |

CLICK [HERE](#) FOR ATTACHMENT 1

- Click “allow” if “trust this site” notice appears
- In upper left corner click, “download”

# 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:]

**NON-COLLUSIVE AFFIDAVIT**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes, and says:

That s/he is \_\_\_\_\_ (an agent or officer of the company), the party making the foregoing Proposal or Bid: that such Proposal or Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix the Bid or Price of Affidavit o of any other bidder, or to fix any overhead, profit or cost element of said proposal, or of that of any proposer/bidder, or to secure any advantage against the Greensboro Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or Bid are true.

\_\_\_\_\_  
(Signature of Bidder or Proposer, if an Individual)

\_\_\_\_\_  
(Signature of Bidder or Proposer, if a Partnership)

\_\_\_\_\_  
(Signature of Bidder or Proposer, if a Corporation)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public Printed Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_ SEAL

My Commission Expires: \_\_\_\_\_