

St. Joseph Housing Commission

# REQUEST FOR QUALIFICATIONS

For Professional Property Management

February 9, 2024

St. Joseph Housing Commission  
601 Port Street  
St. Joseph, MI 49085

RFQ Contact:  
Alex Kremer  
SJHC Vice-President  
[alexkremer@comcast.net](mailto:alexkremer@comcast.net)

**ST. JOSEPH HOUSING COMMISSION  
REQUEST FOR QUALIFICATIONS AND PROPOSALS:  
PROFESSIONAL PROPERTY MANAGEMENT**

The St. Joseph Housing Commission (SJHC), St. Joseph, Michigan, seeks a property management organization for property management services. Said organization has a high regard for ethical leadership, a dedicated commitment to public service, organizational integrity and innovative solutions. The Commission’s mission is to provide quality, affordable housing and self-sufficiency opportunity to low and moderate income residents in St. Joseph, Michigan in an effective and professional manner. The Commission intends to execute a contract commencing on or about May 1, 2024. The Commission is accepting qualifications and proposals for the position of property management services until 4:00 PM on April 1, 2024.

**Background:** The St. Joseph Housing Commission is a “public housing agency” as defined under the US Housing Act of 1937 (the Act) and is a body corporate and politic organized and existing under the laws of the State of Michigan that receives funding and assistance from HUD. The St. Joseph Housing Commission owns one multi-family building (Lakeview Terrace) totaling 107 units.

**Minimum Qualifications for Respondents:** Experience and ability to manage troubled properties, a strong working knowledge of HUD, and grant research and writing knowledge and housing commission regulations and procedures. Extensive experience in planning and directing of staff personnel. Ability to use capable judgment to determine when to act independently and when to seek guidance, and approval and authorization. Ability to train and assign personnel, delegate authority and effect maximum efficiency. Ability to work well with personnel and residents. Ability to comprehend complex government regulations, reports, contracts and guidelines. Perform those functions and meet job performance requirements of the building/property manager. Act as liaison between SJHC and HUD. Respond to the directives and policies of the SJHC and HUD, ensure compliance with the Recovery Plan, and perform work related functions as required. Receive and handle complaints including but not limited to residents, staff personnel and citizenry. Night meetings are also a requirement of the position, held at least once per month, which include Board secretarial duties.

Qualified Respondents must demonstrate having prior experience with the management of rental multifamily properties, including affordable housing. Experience working with low-income, senior/elderly housing, and households with special needs is strongly preferred. Qualified respondents must meet the Commission’s insurance requirements and demonstrate experience in the management of affordable multi-family properties in Michigan.

**TABLE OF CONTENTS**

**A. GENERAL REQUIREMENTS OF CANDIDATES .....1**

    1. Rent Collection.....1

    2. Compliance with HUD Regulations.....1

    3. Tenant Interaction .....1

    4. Rent Determination and Recertification.....2

    5. Inspections.....2

    6. Drug-Free Workplace.....2

    7. Lease .....2

    8. Purchasing and Contracting.....2

    9. Financial Management .....2

    10. Security .....3

    11. Personnel .....3

    12. Resident Involvement.....3

    13. Grievance Hearings .....3

    14. Insurance, Bonding and Hold Harmless Agreement.....3

    15. Section 3 Statutory Requirements .....4

    16. Maintenance .....4

    17. Performance Goals .....5

    18. Capital Planning .....5

    19. Capital Projects .....5

    20. Hours of Operation.....5

    21. Implementation and Proposal of Practices and Procedures.....5

    22. Compliance with Rules, Regulations and Licensing Requirements.....6

    23. No Assignment.....6

    24. Equal Opportunity Employment .....6

**B. PACKAGE SUBMISSION REQUIREMENTS .....6**

    1. Sealed Envelope Number 1 –Qualifications.....8

        a. Contractor Qualifications .....8

        b. Description Of Contractor’s Affirmative Action Policy And Accomplishments .....8

        c. SBE/WBE/MBE/DBE Goals .....8

        d. Contractor’s Plan for Meeting Section 3 Requirements.....9

        e. Certifications and Affidavits .....9

        f. Sample Reports.....9

        g. Contract.....9

    2. Sealed Envelope Number 2 –Management Fee Bid Forms .....10

**C. EVALUATION SELECTION PROCESS/SELECTION CRITERIA.....10**

**MANAGEMENT FEE BID FORM.....11**

**ATTACHMENTS**

    Form HUD-5369-C

    Non-Collusive Affidavit

    Firm Qualification Questionnaire

## **A. GENERAL REQUIREMENTS OF CANDIDATES**

The successful Contractor will be responsible for the full range of services customary of a property management company managing public housing through the use of its own employees including an onsite resident manager and the use of existing SJHC employees. In the performance of these duties, the Contractor must comply with all applicable federal, state and local laws.

### MARIJUANA

Although marijuana has been legalized under Michigan law, it is a Schedule I controlled substance and is illegal under federal law. As a federally funded agency SJHC's employees are NOT permitted to use or possess any form of marijuana for medical or recreational purposes. Any applicant for employment who tests positive for marijuana during a pre-employment drug screening shall be ineligible for employment with SJHC. Any applicant for employment who advises SJHC that s/he uses any form of marijuana will be ineligible for employment with SJHC. SJHC is unable to grant a request for a reasonable accommodation to use marijuana under any circumstance.

The following is a description of some of the major duties of the Contractor. These duties must be detailed in the Management Plan provided to the SJHC by the selected Contractor.

#### **1. Rent Collection**

The selected Contractor shall be responsible for the collection of rents and maintenance of rental collection records, including records of delinquencies; the safekeeping of rental receipts prior to their transmittal to a depository of the SJHC; as well as producing and mailing the monthly rent statements to residents.

#### **2. Compliance with HUD Regulations**

SJHC is a public housing SJHC receiving assistance from the federal government, therefore HUD rules and regulations apply to the management all Commission properties. The SJHC intends to delegate the responsibility of complying with these requirements to the Contractor, but will monitor compliance as part of its responsibilities under the Annual Contributions Contract with HUD and the Recovery Plan.

#### **3. Tenant Interaction**

The Contractor should describe how it will screen potential applications, practice "Affirmative Marketing," comply with equal opportunity housing laws, provide tenant orientations, and establish and follow move-out and eviction procedures. The selected Contractor will be required to handle all aspects of eviction proceedings including interaction with the Commission's Attorney, and shall be required to keep the SJHC informed of such proceedings.

SJHC's Attorney will handle court proceedings.

**4. Rent Determination and Recertification**

The Contractor will be responsible for determination of tenant eligibility and recertifying each family annually in compliance with HUD regulations. Resident rents must also be computed according to HUD regulations.

**5. Inspections**

HUD requires that each residential unit be inspected at least annually in accordance with the Uniform Physical Condition Standards (UPCS) and in preparation for REAC.

**6. Drug-Free Workplace**

The Contractor must certify that it agrees to provide a drug-free workplace for employees. In addition, the Contractor must assure that all employees hired by the Contractor under the Management Services Contract pass a drug test and complete a police background check with satisfactory results.

**7. Lease**

The Contractor will be responsible for managing/overseeing the execution and administration of resident leases.

**8. Purchasing and Contracting**

The Contractor must comply with HUD purchasing regulations and the SJHC procurement policy. All contracting and procurement must remain within the SJHC approved operating budget. All materials purchased will be of equal or better standards than those specified. All workmanship will be per industry standards and material manufacturers' recommendations.

**9. Financial Management.**

The Contractor must provide monthly income and expense reports for the SJHC. An annual operating budget must be prepared consistent with the anticipated revenues from the Annual Contributions contract and rent revenues. The successful Contractor will also be required to be audited periodically as required by HUD. The Contractor shall ensure that the response audit is submitted to HUD. Accounting procedures must conform to the requirements of HUD and the SJHC. The Contractor will be required to use the HUD account classification in financial reports provided to the SJHC. All public housing funds handled must be fully collateralized or insured in a method acceptable to the SJHC, in accordance with HUD rules and regulations.

## **10. Security**

The Contractor will be required to manage in such a way as to maximize the safety and security of the residents and to minimize crime at the SJHC.

## **11. Personnel**

In submitting its proposal, each Contractor is representing that the personnel described in its proposal and submission packages shall be available to perform the services described, barring illness, accident or other unforeseeable events of a similar nature, in which case the Contractor must be able to provide a qualified replacement. Furthermore, all personnel furnished by the Contractor shall be considered to be, at all times, the sole employees of the respective Contractor under its sole direction, and not employees or agents of SJHC. Existing SJHC employees retained during the Contractor's tenure shall remain SJHC employees; the Contractor shall be responsible for overseeing and supervising SJHC employees.

The Contractor will have the responsibility for all hiring and firing of the Contractor's employees. The Contractor will also have responsibility for all hiring and firing of SJHC employees, subject to prior authorization by the Commission.

## **12. Resident Involvement**

The SJHC is committed to resident participation in major decisions affecting their occupancy at the SJHC. The Contractor will be required to work with any established resident organization to plan and coordinate meetings on a regular basis to resolve daily management and resident issues, as well as ways to strengthen the resident organization. The Contractor must comply with the Commission's Bylaws and cooperate with any recognized resident council.

The Contractor will work cooperatively with the SJHC in these areas. The SJHC and the Contractor must mutually agree upon any change in existing arrangements. The Contractor shall attend and provide secretarial duties for all monthly meetings of the SJHC. The Contractor will be required to attend additional meetings with the SJHC or its staff on an "as needed" basis upon reasonable notice.

## **13. Grievance Hearings**

All eligible residents of public housing are entitled to a grievance hearing for matters that adversely affect their continuing occupancy at SJHC and in accordance with SJHC Policy. The Contractor will ensure establishment and implementation of a grievance procedure to address such issues in conformance with applicable federal laws and regulations.

## **14. Insurance, Bonding, and Hold Harmless Agreement**

The successful Contractor will be required to furnish at least the minimum coverage as outlined below:

1. The proposal package must include evidence of the Contractor's ability to provide Workers' Compensation, General Liability, Comprehensive Automobile Liability, and Professional Liability (Errors and Omissions) Insurance coverage along with a Fidelity Bond.

Workers' Compensation, in accordance with Michigan State Workers' Compensation Laws

Commercial General Liability with a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of any equipment required to perform the service and vehicles on the site(s) not covered under the automobile Liability as listed below. If the Contractor has a "claim-made" policy, then the following addition requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Contract and the extended reporting period may not be less than five years following the completion date of the Contract.

Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

2. Such insurance will be procured from a company licensed to do business in the State of Michigan.

3. SJHC must be named as an additional insured on all policies and the policy must provide that the coverage may not be canceled without notice to SJHC at least thirty (30) days before the effective date of such cancellation.

4. Contractor will furnish SJHC a certified copy of the Bond or Certificate of Insurance for the policy or policies covering all work or services under the proposed Contract as evidence that the required bond/insurance is maintained and in force for the entire duration of the Contract.

### **15. Section 3 Statutory Requirements**

Section 3 of the Housing Community Development Act of 1968, as amended, requires that the SJHC, Contractors, and subcontractors shall make their best effort to give training and employment opportunities to residents of the housing developments. The Contractor will be required to comply with the Section 3 requirements.

### **16. Maintenance**

The selected Contractor shall be responsible for all routine, preventive, and non-routine

maintenance, including the oversight and management of SJHC-employed maintenance staff. The selected Contractor shall use the existing maintenance service contracts through the natural end of the current Contract period unless there is a cancellation clause and the Contractor believes that it is in the best interest of the SJHC to terminate and/or rebid. As current contracts approach expiration, the Contractor must procure its own service contracts. These contracts should run concurrently with the term of the Management Services Contract.

**17. Performance Goals**

The Contractor is responsible for compliance with performance standards established by HUD and all reporting requirements, including the Public Housing Assessment System (PHAS), and the Recovery Plan and Agreement. The Contractor will be required to provide performance reports on its compliance with those performance standards.

**18. Capital Planning**

The SJHC receives certain funds from HUD for capital repair and modernization efforts and is required each year to submit a Public Housing Authority Annual Plan. The Contractor will prepare the Public Housing Authority Annual Plan with input and approval from the SJHC and the Resident Council. As such, each year the Contractor will be expected to present an annual capital plan and request.

**19. Capital Projects**

Each year, the SJHC will, with input from the Contractor as to need, determine the list of capital improvements that the Contractor will be responsible for administering.

**20. Hours of Operation**

The SJHC office shall be open and staffed from 8:00 a.m. to 4:30 p.m., Monday through Friday. The resident manager or an alternative contact person shall be accessible during hours when the office is not open and staffed to assist in addressing issues that come up from time to time.

**21. Implementation and Proposal of Practices and Procedures.**

The Contractor will be proactive in: proposing changes in policies and procedures in accordance with HUD Guidelines; and implementing the best practices for the operation of the SJHC and the use of all employees serving SJHC in the exercise of best practices; and, in providing service to the SJHC property.



## **22. Compliance with Rules, Regulations and Licensing Requirements**

The Contractor and its staff must possess all required occupational license(s). In addition, the Contractor shall comply with all laws ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflicts of interest. The Contractor is responsible for being familiar with and complying with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

## **23. No Assignment**

The successful Contractor 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 therein or its power to execute such contract, to any person, company or corporation without the prior written consent of SJHC.

## **24. Equal Opportunity Employment**

The Contractor agrees 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. Contractor must agree to comply with the 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).

## **B. PACKAGE SUBMISSION REQUIREMENTS**

Two envelopes shall be submitted:

- Sealed Envelope I shall be marked with the Contractor’s name, address, phone number, the due date of April 1, 2024 at 4:00 p.m. EST, titled “RFQ-SJHC- 2024: St. Joseph Housing Commission - Property Management Services – Qualifications”, and should contain one (1) original and five (5) copies (a total of 6 sets). Do not include any pricing within the body of your proposal.
- Sealed Envelope II shall be marked with the Contractor’s name, address, phone number, the due date of April 1, 2024 at 4:00 p.m. EST, titled “RFQ-SJHC- 2024: St. Joseph Housing Commission - Property Management Services – Confidential Fee Information”, and should contain the Fee Pricing Sheet included in this RFQ.

**Instructions and Schedule for Proposal Submissions:** Proposals must be submitted no later than April 1, 2024 to: St. Joseph Housing Commission, 601 Port Street, St. Joseph, MI 49085. The proposals will not be opened publicly. It is the applicant’s responsibility to ensure that its proposal is delivered at the proper time and place. Proposals, which for any reason are not timely delivered, will be disqualified.

Offers by electronic mail, facsimile or telephone **will not** be accepted.

All submissions shall have clearly written in the return address: RFQ-SJHC-2024.

Proposals sent by overnight delivery service will be considered timely if date stamped at least one (1) day before the date set for receipt of proposals and is pursuant to the express policy of the overnight service to permit delivery by the date and time the proposal is due. The burden of proof to establish timely filing of a proposal by an overnight service shall be solely upon the firm or person submitting the proposal. All proposals will be dated and initialed upon receipt. No responsibility will attach to an officer, employee, or agent of SJHC for not recognizing or receiving a proposal which is not properly marked, addressed or delivered to the right submission place by the submission method and/or by the submission date and time.

All costs incurred, directly or indirectly by an applicant responding to this RFQ, shall be the sole responsibility of and shall be borne by the applicant. SJHC reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by SJHC to be in its best interests.

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Organizations must submit one (1) original and five (5) copies in a sealed envelope: (a) a cover letter including the identity of a single person for possible contact during the RFQ review process; (b) a statement of understanding and approach; (c) organization/agency information including type of organizational entity, members of the professional team including major subcontractors (if any) and their degree of involvement; (d) three (3) current references of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFQ; (e) evidence of insurance clearly identified as Exhibit "A", Evidence of licensing where applicable; and (f) cost of services based on a per unit basis summarized into an annual fee and broken down where indicated on the attached Management Fee Bid Form.

The submission packages must be signed by an officer of the Contractor submitting the package who is legally authorized to enter into a contractual relationship in the name of the Contractor. In the absence of a corporate seal, the submission package must be notarized by a Notary Public. The Contractor's fee quotation package will not be opened until the SJHC holds the interviews of Contractors selected for the second stage of the evaluation process.

The SJHC may, at its sole and absolute discretion, reject any and all or parts of any and all proposals; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process or waive any irregularities in this RFQ or in the proposals received as a result of this RFQ. Also the determination or the criteria and process by which Contractor's qualifications are evaluated, the decision as to who shall receive a contract award or whether or not an award shall ever be made as a result of this RFQ, shall be at the sole and absolute discretion of the SJHC. In no event shall any challenger or protestor of these documentations or decisions be awarded a contract for the services described in this RFQ.

**Questions:** Any questions regarding this RFQ shall be directed in writing to the address noted above for receipt not later than March 15, 2024, and containing name, address and phone numbers where the applicant can be reached with responses. Submitted questions must also be emailed to [thackworth+sjhc@gmail.com](mailto:thackworth+sjhc@gmail.com) and [alexkremer@comcast.net](mailto:alexkremer@comcast.net), in addition to being submitted by mail. No interpretations shall be considered binding unless provided in writing by the SJHC.

**1. SEALED ENVELOPE NUMBER 1 – QUALIFICATIONS**

**a. Contractor Qualifications**

i. Contractor shall provide listing of all public and private multi-family housing currently managed by the Contractor, with the name, address and contact information of who may be contacted as a reference, locations, and brief descriptions of the properties. The Contractor should indicate properties that are/were federally or locally subsidized, and the nature of the subsidy, and any properties located in the same region as St. Joseph, MI. Large management companies (more than 10,000 units) may choose to aggregate this property data and submit information in a more condensed format.

ii. Contractor shall provide resumes and position descriptions of senior management and maintenance staff members who would be assigned to oversee the SJHC (for example, the regional property manager). Show an organizational chart of your staffing structure, including regional office locations.

iii. Contractor shall provide an actual or prototypical budget, income and expense report for a publicly-owned property managed by the Contractor as evidence of the Contractor’s financial reporting systems and expertise in operating matters.

**b. Description Of Contractor’s Affirmative Action Policy And Accomplishments**

The Contractor should provide a description of the Contractor’s affirmative action policy and accomplishments related to ownership, personnel, and purchase of goods and services to this end. The Contractor should advise of any complaints/grievances/claims of discrimination, and their resolution.

**c. SBE/WBE/MBE/DBE Goals**

The Contractor should understand, endorse, and describe their implementation policies and programs associated with expanding the business potential for small (SBE), women-owned (WBE), minority-owned (MBE) and/or disadvantaged (DBE) business enterprises.

**d. Contractor's Plan for Meeting Section 3 Requirements**

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of and/or are eligible for HUD assistance for housing.

The Contractor must provide its implementation plan demonstrating compliance and experience on these matters in terms of its anticipated contract expenditures.

**e. Certifications and Affidavits**

The Contractor should complete the following legal requirements as part of this submission:

i. Representations, Certifications and Other Statements of Offerors (Non-Construction Contracts) – Public and Indian Housing Programs (Form HUD-5369-C) - See Attached

ii. Equal Opportunity Statement – (Your company should have its own Equal Opportunity Policy).

iii. Non-Collusive Affidavit – See Attached

iv. Any other statements, certifications or affidavits required by federal public housing regulations.

v. The completed Firm Qualification Questionnaire attached to this RFQ.

**f. Sample Reports**

Attach a sample set of reports for a Housing Commission in your current portfolio that would normally be provided to Commissioners. Label the report as Sample Report Attachment. If at all possible, please choose a property similar to the one described in this RFQ.

**g. Contract**

Attach the contract you propose to be executed by the SJHC.

## **2. SEALED ENVELOPE NUMBER 2 – MANAGEMENT FEE BID FORMS**

Please refer to the Management Fee Bid Forms attached to this RFQ.

**Evaluating Applicant Proposals:** The proposals will be evaluated by the Commission based upon the evaluation criteria set forth in the RFQ, which will be afforded equal weight. The most qualified applicants will be asked to participate in an oral interview to discuss in greater detail the content of his/her/its proposal.

### **C. EVALUATION/SELECTION PROCESS AND SELECTION CRITERIA**

Proposals will be evaluated by the SJHC. The SJHC will have the sole authority, subject to HUD approval, to award the Management Services Contract.

Initially, the Contractor will be evaluated on the first four of the six factors described below. After the initial compilation of evaluations has been completed, not more than four Contractors that have obtained the highest scores based upon the first four factors will become finalists and will be asked to appear for oral interviews and have their fee submittal opened and reviewed.

All Contractors will be ranked based upon all six factors according to the point system outlined below. The SJHC intends to award a Contract to the qualified Contractor with a total closest to 100 points.

The first four factors upon which the Contractors will be evaluated and ranked, with a total possible score of 60 points, are as follows:

1. Demonstrated successful experience in managing public housing or federally subsidized housing (25 points)
2. Quality and strength of management reporting and management systems (10 points)
3. Capability and experience of personnel managing properties (10 points)
4. Experience in managing similar properties (15 points)

Not more than four Contractors with scores closest to 60 in the first stage will be asked to participate in the second stage, consisting of the following 5th and 6th factors:

5. Appear and participate in an interview before the SJHC to discuss their qualifications and quotation (25 points), and
6. Have their fee evaluated providing Management Services (15 points)

**MANAGEMENT FEE BID FORM – TRADITIONAL SCOPE  
COMPLETE SECTIONS A, B AND C**

Please be advised that it is expected that the management fee of either a percentage of rent roll or a flat dollar amount per month will be all inclusive. However, if you intend to add other fees or charge staff to the SJHC operating budget, we would like to know about these items at the outset so that we can take them into account in evaluating your proposed fee.

**SECTION A. - FOR PERCENTAGE FEE BID.**

OUR MANAGEMENT FEE WILL BE \_\_\_\_% OF \_\_\_\_\_

Select one of the following and print on line above:

- rents billed
- rents collected
- gross potential rent
- other (describe in words on line above).

**SECTION B. - FOR FLAT FEE BID:**

OUR MANAGEMENT FEE WILL BE A FLAT FEE OF \$\_\_\_\_\_ PER UNIT PER MONTH.

**SECTION C. - ADDITIONAL CHARGES:**

Transaction Fees and Extra Item Charges:

If you intend to charge additional fees for various transactions or for any other items, describe each charge below and enter fee:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Salaries:

If you intend to expense any firm salaries or portion of salaries to the SJHC budget (other than those which are specifically included in the SJHC budget included as an attachment to this RFQ), please specify below:

Title, Annual Salary, and amount you intend to charge to the SJHC each month.

Title _____	Salary _____	Amt to Budget _____
Title _____	Salary _____	Amt to Budget _____
Title _____	Salary _____	Amt to Budget _____
Title _____	Salary _____	Amt to Budget _____
Title _____	Salary _____	Amt to Budget _____

## **Firm Qualification Questionnaire**

1. When was your organization established?
2. What is size of property portfolio and duration of management? Include number of buildings/units firm currently manages and number of buildings/units firm has managed for more than 3 years. (Summarize only; more detailed information on properties should be submitted in Property Management Experience section.)
3. Provide names of principals and include position and length of time with firm.
4. Summarize experience managing government-assisted housing particularly properties financed with low income housing tax credits, HOME, and/or local government financing. Do not list addresses here. Include them in Property Management Experience section.
5. Summarize experience managing projects with low/moderate income residents, particularly residents in public housing authority housing, recipients of Section 8, or who are on public assistance and residents who are dual- or triple-diagnosed. Do not list addresses here. Include them in Property Management Experience section.
6. Attach resumes for principals and key staff who will be assigned to the property. Include current titles and/or functions performed by principals and key staff and indicate languages spoken. Also attach an organizational chart.
7. Has firm recently been engaged to manage any new properties? Please describe the size of the new properties and the start date of property management services. Will you hire new staff or use existing staff for the property?
8. If a non-profit, please provide names of your board members.

# 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-COLLUSIVE AFFIDAVIT

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal or to fix overhead, profit, or cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority;
- d) The person, signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

\_\_\_\_\_, deposes and says that he is \_\_\_\_\_

the party making the foregoing proposal or bid for \_\_\_\_\_ (Project description), that such proposal or bid is genuine and not collusive and that all stats herein are true.

Signature:

\_\_\_\_\_

Bidder (if the bidder is an Individual

\_\_\_\_\_

Partner ( if the bidder is a Partnership)

\_\_\_\_\_

Officer (if the bidders is a Corporation)

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

My commission expires: \_\_\_\_\_.

\_\_\_\_\_

Notary Public

(Seal)

# Low Rent Operating Budget

<b>PHA Name</b>	St. Joseph Housing Commission		
<b>Address</b>	601 Port Street		
<b>City, State</b>	St. Joseph, MI 49085		
<b>HA Code</b>	MI046	<b>Built Date</b>	
<b>Fiscal Year Ending</b>	3/31/2024	<b>Date of Last Renovation</b>	
<b>Type of Budget (Original, Revision #)</b>	Rev 1	<b>Average Bedroom Size</b>	
<b>ACC Units</b>	107	<b>Occupancy Type (family, senior, mixed)</b>	
<b>Unit Months Available (UMAs)</b>	1,284	<b>Building Type (high-rise, garden, etc.)</b>	
<b>Estimated Occupancy Rate</b>	95%	<b>Anticipated Number of Turnovers</b>	

FDS Line #	Account Title	Operating Fund	Capital Fund	Total Project Budget
<b>Operating Income:</b>				
11220	Gross Potential Rent	457,100		457,100
11230	Less: Vacancy Loss Rent	(22,860)		(22,860)
70300	Net Tenant Rental Revenue	434,240		434,240
11240	Gross Potential Subsidy	196,078		196,078
11260	Less: Subsidy Loss - Vacancy	-		-
11250	Less: Subsidy Loss - Proration	-		-
70600	Net Operating Subsidy	196,078		196,078
70600	HUD PHA Operating Grant-CFP		42,420	42,420
70400	Other Tenant Charges	4,700		4,700
70400	Excess Utilities	3,300		3,300
71100	Investment Income	200		200
71400	Fraud Recovery	-		-
71500	Non-Dwelling Rent	-		-
71500	Other Income	59,000	-	59,000
70000	<b>Total Operating Income</b>	<b>697,518</b>	<b>42,420</b>	<b>739,938</b>

<b>Operating Expenditures:</b>				
<b>Administrative</b>				
91100	Administrative Salaries	120,290	-	120,290
91500	Employee Benefits - Administrative	45,000	-	45,000
91200	Auditing Fees	3,500	-	3,500
91300	Management Fees	-	-	-
91900A	Accounting Fees	7,000	-	7,000
91400	Advertising and Marketing	1,000	-	1,000
91600	Office Expenses	23,000	-	23,000
91700	Legal Expense	25,000	-	25,000
91800	Travel	2,000	-	2,000
91900	Other Administrative Costs	8,500	-	8,500
91000	<b>Total Administrative</b>	<b>235,290</b>	<b>-</b>	<b>235,290</b>

92000	<b>Asset Management Fees</b>	<b>-</b>	<b>-</b>	<b>-</b>
-------	------------------------------	----------	----------	----------

<b>Tenant Services</b>				
92100	Tenant Services - Salaries	-	-	-
92300	Employee Benefits - Tenant Services	-	-	-
92200	Relocation Costs	-	-	-
92400	Tenant Services-Other	2,680	-	2,680
92500	<b>Total Tenant Services</b>	<b>2,680</b>	<b>-</b>	<b>2,680</b>

<b>Utilities</b>				
93100	Water	12,180	-	12,180
93200	Electricity	51,410	-	51,410
93300	Gas	28,820	-	28,820
93400	Fuel	-	-	-
93600	Sewer	16,880	-	16,880
93800	Other	17,500	-	17,500
93000	<b>Total Utilities</b>	<b>126,790</b>	<b>-</b>	<b>126,790</b>

FDS Line #	Account Title	Operating Fund	Capital Fund	Total Project Budget
<b>Maintenance</b>				
94100	Labor	77,090	-	77,090
94500	Employee Benefits - Maintenance	18,000	-	18,000
94200	Maintenance Materials	40,000	-	40,000
	Maint. Contract:			
94300-010	Garbage and Trash Removal Contracts	6,500	-	6,500
94300-020	Heating & Cooling Contracts	15,000	-	15,000
94300-030	Snow Removal Contracts	4,000	-	4,000
94300-040	Elevator Maintenance	36,000	-	36,000
94300-050	Landscape & Grounds Contracts	15,000	-	15,000
94300-060	Unit Turnaround Contract	-	-	-
94300-070	Electrical Contracts	10,000	-	10,000
94300-080	Plumbing Contracts	5,000	-	5,000
94300-090	Extermination Contracts	15,000	-	15,000
94300-100	Janitorial Contracts	15,000	-	15,000
94300-110	Routine Maintenance Contracts	2,000	-	2,000
94300-120	Other Misc. Contract Costs	5,000	-	5,000
94000	<b>Total Maintenance</b>	<b>263,590</b>	<b>-</b>	<b>263,590</b>
<b>Protective Services</b>				
95100	Protective Services - Labor	-	-	-
95500	Employee Benefits - Protective Services	-	-	-
95200	Protective Services Contract Costs	750	-	750
95300	Protective Service Other	-	-	-
95000	<b>Total Protective Services</b>	<b>750</b>	<b>-</b>	<b>750</b>
<b>Insurance</b>				
96110	Property	35,030	-	35,030
96120	General Liability	6,080	-	6,080
96130	Worker's Comp.	4,270	-	4,270
96140	Other Insurance	3,040	-	3,040
96100	<b>Total Insurance Expense</b>	<b>48,420</b>	<b>-</b>	<b>48,420</b>
<b>General Expenses</b>				
96200	Other General Expense	-	-	-
96210	Compensated Absences	8,690	-	8,690
96300	Payments In Lieu of Taxes	24,220	-	24,220
96400	Bad Debt-Tenants	3,000	-	3,000
96800	Severance Expense	-	-	-
96000	<b>Total General Expenses</b>	<b>35,910</b>	<b>-</b>	<b>35,910</b>
96900	<b>Total Operating Expenditures</b>	<b>713,430</b>	<b>-</b>	<b>713,430</b>
97000	<b>Cash Flow from Operations</b>	<b>(15,912)</b>	<b>42,420</b>	<b>26,508</b>
<b>Other Financial Items-Sources &amp; (Uses)</b>				
10010	Operating Transfers In	42,420	-	42,420
10020	Operating Transfers Out	-	(42,420)	(42,420)
70610	HUD Grants-Capital Contributions	-	-	-
11020/96710	Debt Service Payment (Principal & Interest)	-	-	-
97100	Extraordinary Maintenance	-	-	-
	Capital Expenditures	-	-	-
	Other Items (PYA) Interest	(26,400)	-	(26,400)
	<b>Total Other Financial Items</b>	<b>16,020</b>	<b>(42,420)</b>	<b>(26,400)</b>
10000	<b>Net Cash Flow</b>	<b>108</b>	<b>-</b>	<b>108</b>