



# Request for Proposals (RFP)

## RAD Conversion Consultant

---

The Maryville Housing Authority solicits proposals from firms or individuals to provide services as described below.

---

### TYPE OF PROJECT:

The Maryville Housing Authority is requesting proposals for a RAD Conversion Consultant

**DATE ISSUED:** July 31, 2025

**CONTACT PERSON:** Julie Sharpe, Executive Director  
Phone: 865-983-4958, ext. 118  
Email: [jsharp@mhatn.com](mailto:jsharp@mhatn.com)

**SUBMISSION DEADLINE:** August 21, 2025 @ 3 pm (EST)

**ACCEPTABLE SUBMISSION:** Mail or In Person at  
311 Atlantic Ave.  
Maryville, TN 37801  
Email to Executive Director

Check MHA's webpage ([www.mhatn.com](http://www.mhatn.com)) for addenda and changes before submitting your response.

---

1. **OBJECTIVE:**

The Maryville Housing Authority is seeking proposals from qualified and experienced consultants to provide services to assist in the Rental Assistance Demonstration (RAD) conversion redevelopment/revitalization of the housing authority's Low Income Public Housing developments.

2. **AGENCY BACKGROUND:**

The Maryville Housing Authority, a Moving To Work Agency (hereinafter, "MHA"), is a public entity that was formed in 1961 to provide federally subsidized housing and housing assistance to low-income families in Blount County, Tennessee. Currently, MHA owns and/or manages 400 public housing units, 356 housing choice vouchers, 118 one-bedroom multifamily high-rise, and six privately owned properties. The MHA is headed by an Executive Director and is governed by a 5-person-board of commissioners and is subject to the requirements of Title 24 of the code of Federal Regulations (hereinafter, "CFR") and the MHA's procurement policy.

3. **SCOPE OF PROPOSAL:**

The Authority is seeking to obtain a Rental Assistance Demonstration (RAD) Consultant for conversion. The original properties were built between 1969 and 1986. The Public Housing Portfolio contains 400 units' total. 250 units in 3 scattered sites with sizes ranging from efficiency to five bedrooms and a 150 unit one-bedroom high-rise. Properties are a mix of the elderly, disabled, and families.

The Authority's goal is to hire a qualified RAD Consultant with experience and understanding of the Move To Work Program (MTW) and knowledge and experience of their organization and consulting team to provide the following (including, but not limited to):

- Offer technical expertise and general recommendations to inform MHA in their efforts to determine the feasibility and the structuring of the RAD conversion;
- Monitor, oversee, and submit the required items (i.e. RPCA, environmental report, proforma, HUD form documents, etc.). To meet the HUD-required CHAP milestones, including the Financing Plan, which will be used in the HUD RAD approval process;

- Participate in communications with the MHA, HUD RAD, and HUD MTW staff to help the Project to move through the RAD Financing Plan and RAD Conversion Commitment (RCC) issuance processes;
- Facilitate the RAD closing process, serving as a liaison between HUD and the MHA. The Consultant will help to resolve any outstanding issues for the RAD attorneys to guide the MHA through the review and execution of the RCC, the HAP Contract, the RAD Use Agreement, and other RAD-related documents required by HUD for the project.

4. **MHA RESERVATION OF RIGHTS:**

The Authority reserves the right to reject any and all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time if deemed by the Authority to be in its best interest.

1. The Authority reserves the right not to award a contract pursuant to this RFP.
2. The Authority reserves the right to terminate a contract awarded under this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.
3. The Authority reserves the right to determine the work schedule and locations that the successful proposer shall provide the services described in the RFP.
4. The Authority reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the Authority.
5. The Authority reserves the right to negotiate the fees proposed by the proposer entity as described in this RFP.
6. The Authority reserves the right to reject and consider any proposal that does not meet the requirement of the RFP, including, but not limited to, incomplete and/or offering alternative or non-requested services.
7. The Authority shall have no obligation to compensate any proposer for any cost incurred in responding to this RFP.
8. The Authority shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the required details herein.

5. **PREFERRED QUALIFICATIONS:**

The MHA prefers to work with individuals and/or firms that meet the following qualifications:

1. Moving to Work (MTW) Program knowledge and/or experience.
2. Five years' experience working with comparable sized housing authorities
3. Five years' experience working with federal, state or other local programs that are administered by other government agencies, or non-profit organizations.
4. Three years' experience working with HUD RAD program and conversions to include those with limited or no rehabilitation debt.
5. Willingness to work as a team and develop and train Authority staff as to the RAD process, areas of concern, areas of opportunity and managing general responsibilities.

6. **SUBMISSION REQUIREMENTS**

Submit (1) original proposal via hard copy or digital. All materials will become the property of MHA. Additionally, respondents will be responsible for all costs incurred in preparing a response to this RFP. The deadline for receipt of proposals is August 21, 2025, at 3:00 pm (Est).

Proposals must be submitted in the format of tab order listed below. Responders that deviate from this format may be deemed unresponsive. Proposals should be provided straightforwardly and concisely. The emphasis in the proposal should be on the contractor's capacity and capability to satisfy the requirements of the RFQ. Respondents choosing to provide additional materials (e.g., brochures, marketing materials, company profiles, etc.) should include them in a separate section of the Proposal. Maryville Housing Authority reserves the right to request additional information, if necessary, to complete the evaluation and selection process. All proposals and accompanying documentation shall become the property of MHA.

<b>Tabs</b>	<b>Title</b>	<b>Contents</b>
1	Letter of Interest	Include contact name, title, address, email, and telephone number to be contact for clarification or addition information regarding proposals.
2	Previous Related Experience	Provide a brief description of the firm, history, and other general information that demonstrates the firm's qualifications and capacity to complete the work described in this RFQ.
3	Business References	Provide three references (Company Name, address, contact name, telephone number, and email) from related service providers or agency personnel. Include a brief description of the Respondent's business relationship with reference.
4	Fees	Include a sheet with the fee your firm will charge for services. Indicate all services that will be covered as direct expense to the scope of services.
5	Attachments	<ul style="list-style-type: none"> <li>• HUD Form 5369-A Representations, Certifications, and Statement of Bidders</li> <li>• HUD Form 5369-B Instructions to Offerors Non-Construction</li> <li>• Section 3</li> </ul>

## 7. EVALUATION:

The RFP will be evaluated and rated on, but not be limited to, the following criteria:

<b>Criteria</b>	<b>Points Available</b>
Experience	40
MTW RAD Conversion Experience	30
Business References	10
Fee Structure	10
Section 3 Compliance	5
Overall Responsiveness to the Proposal	5
Total Points	100

8. **PROPOSAL EVALUATION PROCESS:**

The following procedures will be followed for the evaluation:

- All proposals will be evaluated individually on the qualifications and experience of the Offeror. The evaluation will consist of a qualitative review of the proposal to determine how it meets the minimum requirements.
- The proposals with a reasonable chance of being selected for the award will be considered in the "Competitive Range."

9. **ACCEPTANCE OF RFP AND CONTRACT TERMS:**

Submission of a proposal in response to this RFP shall constitute acceptance by the Respondent to the terms and conditions of this RFP. In the event that a Respondent's proposal is accepted for contract award, the Respondent agrees to enter into a negotiated contract with MHA at a later date and time.

10. **AWARD OF CONTRACT:**

MHA intends to enter into an agreement to be negotiated later with the responsible proposer, which offers an advantageous proposal to the Authority based upon technical evaluations.

The contract shall have no provisions for reimbursable expenses except those resulting from contract modification. The cost of travel, postage, telephone, photocopying, and living expenses incurred by the Firm, their associates, or technical personnel in the discharge of services are considered as overhead and must be included in the contract amount and shall not be claimed as reimbursable expenses.

The Offeror to whom the award is made will be notified at the earliest practical date. Unsuccessful offerors will also be notified. MHA contemplates the award of a firm fixed price, level of effort type contract resulting from this solicitation.



# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

☒ [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) • in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

*(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.*

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

*(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.*

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.



(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

*[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.*

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |



# Instructions to Offerors Non-Construction

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



- 03101

## 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 and 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.]



### SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

Please return this form with bid documents to the following address:

Maryville Housing Authority  
311 Atlantic Ave  
Maryville, TN 37801

The MHA's Section 3 Self Certification

contractors seeking bid priority should register with: HUD's  
Section 3 Business Registry ([www.hud.gov/section3](http://www.hud.gov/section3))

**Section 3 Business Criteria:** Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria.

- ☐ 1. Fifty-one percent or more of your business is owned by a low- or very low-income persons
- ☐ 2. Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or.
- ☐ 3. It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.

**Section 3 Business Certification Statement:** I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to the Maryville Housing Authority that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

- ☐ My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.
- ☐ My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name		
Address		
Telephone Number		
Type of Business: (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		

