## Oklahoma Housing Finance Agency



**Solicitation Cover Page**

###### Solicitation #: OHFA – HC VOUCHER-2023 2. Solicitation Issue Date: 1/05/2023

###### Brief Description of Requirement:

With a goal of improving the housing stock in Oklahoma, the Oklahoma Housing Finance Agency was created in 1975 as a non-profit, tax-exempt entity when Governor David Boren approved the agency's first trust indenture. In 1976, OHFA opened its doors with 12 district field agents hired to implement a rental assistance program.

Our Housing Choice Voucher (HCV) Program is requesting an operations and departmental organizational assessment to streamline, improve automation, and ensure continued compliance with the U.S. Department of Housing and Urban Development (HUD) regulations, program requirements, and our Administrative Plan.

See section C for a more fully developed scope of services that are being requested.

* 1. **Response Due Date: 2/13/2023 Time**: **3:00 pm** CST/CDT

* 1. **Issued By and RETURN SEALED BID TO:**

**U.S. Postal Delivery Address: Oklahoma Housing Finance Agency**

**PO BOX 26720, OKC, OK**

# 73126-0720

**Common Carrier Delivery Address: N/A**

Electronic Submission Address:  **N/A**

* 1. **Solicitation Type** (type “X” at one below)**:**

**Invitation to Bid**

**X Request for Proposal**

**Request for Quote**

###### Contracting Officer:

Name: Steve Hagar – Procurement and Facilities Director Phone: 405-419-8216

Email: [steve.hagar@ohfa.org](mailto:steve.hagar@ohfa.org)



**Responding Bidder**

**Information**

**Form CP-076**

*“Certification for Competitive Bid and Contract”* ***MUST*** *be submitted along with the response to the Solicitation.*

|  |  |  |
| --- | --- | --- |
| **1.** | **RE: Solicitation #** OHFA – HC Voucher - 2023 |  |
| **2.** | **Bidder General Information:**  FEI / SSN: | Supplier ID: |

Company Name:

###### Bidder Contact Information:

Address: City: State: Zip Code: Contact Name: Contact Title: Phone #: Fax #: Email: Website:

###### Oklahoma Sales Tax Permit1:

YES – Permit #:

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

###### Registration with the Oklahoma Secretary of State:

YES - Filing Number:

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov/) or 405-521-3911).

###### Workers’ Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers’ Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers’ Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.2

1 For frequently asked questions concerning Oklahoma Sales Tax Permit, see https://[www.ok.gov/tax/Businesses/index.html](http://www.ok.gov/tax/Businesses/index.html)

**2 For frequently asked questions concerning workers’ compensation insurance, see https://**[**www.ok.gov/wcc/Insurance/index.html**](http://www.ok.gov/wcc/Insurance/index.html)

###### Disabled Veteran Business Enterprise Act

YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service- disabled veterans.

NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature, Date

Printed Name, Title

**Certification for Competitive**



**Bid and/or Contract**

##### (Non-Collusion Certification)

**Form CP-004**

**NOTE:** *A certification shall be included with any competitive bid and/or contract exceeding $25,000.00 submitted to the State for goods or services.*

|  |  |  |  |
| --- | --- | --- | --- |
| Agency | *Oklahoma Housing Finance Agency* | Agency | *92200* |
| Name: |  | Number: |  |

Solicitation or Purchase Order #: Supplier Legal Name:

**SECTION I [74 O.S. § 85.22]:**

1. For purposes of competitive bid,
   1. I am the duly authorized agent of the above-named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
   2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
   3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
      1. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
      2. to any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
      3. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
      4. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.
2. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor’s direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma and the Oklahoma Housing Finance Agency any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma and the Oklahoma Housing Finance Agency shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above-named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier.

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature Certified This Date

Printed Name Title

Phone Number Email

**Timeline:**

January 5, 2023 – RFP released

January 12, 2023 – Supplier questions due

January 23, 2023 – Answers sent to all proposers

February 13, 2023 – Responses due

February 17, 2023 – Top 5 interviews scheduled

February 22 & 23, 2023 – Virtual interviews conducted

March 1, 2023 - Award notice made

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###### GENERAL PROVISIONS

* 1. **Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

* + 1. "Acquisition” means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental.
    2. “Addendum” means a written restatement of or modification to a Contract Document executed by the Supplier and OHFA.
    3. ”Bid” means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation.
    4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation.
    5. "Solicitation" means a request or invitation by OHFA for a supplier to submit a priced offer to sell acquisitions to OHFA and/or the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation.
    6. ”Supplier” or “vendor” means an individual or business entity that sells or desires to sell acquisitions to state agencies;
    7. “OHFA” means the Oklahoma Housing Finance Agency, a State Beneficiary Public Trust.

###### Bid Submission

* + 1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
    2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
    3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions for proposals over $25,000.
    4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
    5. All bids submitted shall be subject to the OHFA Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

###### Solicitation Amendments

* + 1. Should an amendment of solicitation be required, the Procurement and Facilities Director shall notify all bidders of the necessary change to the solicitation. Bidders should acknowledge amendment within the response and accommodations will be made if the response clearly demonstrates that the amendment was considered.
    2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.

###### Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

###### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

* + 1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
       1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency.
       2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
       3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
       4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
    2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

###### Bid Opening

Sealed bids shall be opened by the **Oklahoma Housing Finance Agency** located at 2601 NW Expressway, Suite 700E OKC, OK at the time and date specified in the solicitation as the Response Due Date and Time. **Do not send responses to this address.**

###### Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for OHFA and the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor’s bids. [51 O.S. § 24A.5(5)]

Additionally, financial, or proprietary information submitted by a bidder may be designated by the OHFA Executive Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. OHFA shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

###### Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

###### Legal Contract

* + 1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
    2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
       1. Any Addendum to the Contract;
       2. Purchase order, as amended by Change Order (if applicable);
       3. Solicitation, as amended (if applicable); and
       4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
    3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

###### Pricing

* + 1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
    2. Bidders guarantee unit prices to be correct.
    3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

###### Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

###### Clarification of Solicitation

* + 1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Procurement and Facilities Director specified in the solicitation and must be prior to the closing date of the question period.
    2. If a bidder fails to notify OHFA of an error, ambiguity, conflict, discrepancy, omission, or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
    3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the Procurement and Facilities Director listed on the solicitation. This request must be made prior to the deadline for submission of questions stated within the solicitation.

###### Negotiations

* + 1. In accordance with Title 74 §85.5, OHFA and the State of Oklahoma reserve the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for OHFA and the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate OHFA’s and the State’s risks. OHFA and the State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor’s offer.
    2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
    3. Negotiations may be conducted in person, virtually, in writing, or by telephone.
    4. Negotiations shall only be conducted with potentially acceptable offers. OHFA and the State reserve the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
    5. Terms, conditions, prices, methodology, or other features of the bidder’s offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
    6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless OHFA and/or the State determine that a change in such requirements is in the best interest of OHFA and the State Of Oklahoma.

###### Rejection of Bid

OHFA and the State reserve the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to OHFA and the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

###### Award of Contract

* + 1. OHFA may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by OHFA to be in the best interest of OHFA and the State of Oklahoma.
    2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

###### Contract Modification

* + 1. The Contract is issued under the authority of the OHFA Executive Director, or designee, who signs the Contract. The Contract may be modified only through a written Addendum, signed by the OHFA Executive Director, or designee, and the supplier.
    2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

###### Delivery, Inspection and Acceptance

* + 1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by OHFA and/or the State at destination. "Destination” shall mean delivered to the receiving dock or other point specified in the purchase order. OHFA and the State assume no responsibility for goods until accepted by OHFA and/or the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
    2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

###### Invoicing and Payment

* + 1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain

the purchase order number, a description of the products delivered, or services provided, cost by line item, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.

* + 1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
    2. Payment terms will be net 45. Interest on late payments made by OHFA or the State of Oklahoma is governed by 62 O.S. § 34.72.

###### Tax Exemption

State agency acquisitions are exempt from Oklahoma sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

###### Audit and Records Clause

* + 1. As used in this clause, “records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with OHFA and/or the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
    2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

###### Available Funding Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient funding. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient funds are not available to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient funding is available shall be accepted by the supplier and shall be final and binding.

###### Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

###### Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

###### Termination for Cause

* + 1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. OHFA and/or the State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
    2. OHFA and/or the State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when OHFA determines that an administrative error occurred prior to Contract performance.
    3. If the Contract is terminated, OHFA and/or the State shall be liable only for payment for products and/or services delivered and accepted.

###### Termination for Convenience

* + 1. OHFA or the State may terminate the Contract, in whole or in part, for convenience if OHFA determines that termination is in OHFA’s and the State's best interest. OHFA shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by OHFA.
    2. If the Contract is terminated, OHFA and the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

###### Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

###### Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of OHFA or the State of Oklahoma. The supplier's employees shall not be considered employees of OHFA or the State of Oklahoma for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

###### Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S.

§1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) .

###### Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

###### Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

###### Special Provisions

* 1. **Obligations of Permitted Subcontractor**
     1. If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees, and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of OHFA of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of OHFA. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by OHFA of any subcontractor and associated employees shall be a continuing obligation. OHFA further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
     2. All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

###### Solicitation for Professional Services

If the final product of a professional services solicitation/contract is a written proposal, report or study, the Supplier shall include a statement certifying that the Supplier has not previously provided a substantial duplication of the final product to OHFA or another entity.

###### Authorized Users

During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, OHFA bears no liability for State or Interlocal Entities actions and the privies of contract exist solely between the Supplier and State Entity or Interlocal Entity.

###### Supplier Services

OHFA shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

###### Amendments

The Procurement and Facilities Director will notify all potential bidders should an amendment be necessary. Any amendments should be acknowledged within bidder’s response and OHFA will make accommodations if the bidder’s response inherently and clearly addresses any amendment(s).

**B.6** **Cost of Proposal Preparation**

OHFA is not liable for any cost incurred by proposers in replying to this RFP.

**B.7**. **Recordkeeping and Record Retention**

Proposer(s) selected shall establish and maintain adequate records of all expenditures reimbursable by OHFA incurred during the term of engagement. All records must be kept in accordance with generally accepted accounting procedures, applicable with federal and state laws and this RFP.

OHFA shall have the right to audit, examine, copy, and transcribe any pertinent records or documents relating to any contract or agreement resulting from this RFP held by the proposer. The proposer will retain all documents applicable to the contract for a period of not less than (3) three years after final payment is made.

**B.8.** **No Discrimination**

Consultants shall not discriminate in the provision of services based on race, color, age, sex, national origin, religion, political affiliation, or handicapping condition and shall cooperate with any investigation of allegations of such discrimination. and shall strictly comply with all federal Equality Opportunity laws.

**B.9 Confidentially**

Proposed Contractor(s) and all employees thereof, as well as any parties assisting shall maintain the confidentiality of any confidential information received and collected through the delivery of services pursuant to this RFP, as required by the laws of the State of Oklahoma, and by any applicable federal laws, rules, regulations, or policies.

**B.10 Acts and Omissions**

Proposed Contractor(s) shall be responsible for the acts and omissions of agents, servants, employees, and subcontractors in the violation of any confidential or privileged communications.

**B.11 Hold Harmless**

Proposed contractor(s) agree(s) to hold harmless OHFA and its Trustees, officers, servants, employees, agents, and consultants, against any claims, demands, and liabilities resulting from any act or omission on the part of the Contractor(s) or agents, subcontractors, servants, and employees thereof in the performance of this contract.

**B.12 News Releases**

News releases pertaining to any part of this proposal, or any transaction contemplated, undertaken, or closed shall not be made without prior approval of OHFA.

**B.13 Location of Relevant Documents**

All necessary reports, records, and source documents will be available to the proposer at Two Broadway Center, 205 NW 63rd, Suites 140 and 170, OKC, OK 73116.

**B.14 No Proprietary Considerations**

All information submitted in response to this RFP will be managed in accordance with the Open Records Law of the State of Oklahoma. Data contained in the proposal, all documentation provided therein, and innovations developed because of this RFP and resulting contract shall not be copyrighted or patented. All data, documentation, and innovations submitted in response to this Request for Proposal shall be deemed by OHFA to have been voluntarily placed in the public domain by proposer, and may be used by OHFA, at its discretion, without incurring any liability to proposer for the use thereof by OHFA. Under the Oklahoma law, OHFA may not grant any proprietary considerations to any proposer.

1. **SOLICITATION SPECIFICATIONS**

**C.1.1 Specification**

For the Oklahoma Housing Choice Voucher (HCV) Program we are requesting an operations and departmental organizational assessment to streamline, improve automation, and ensure continued compliance with the U.S. Department of Housing and Urban Development (HUD) regulations, program requirements, and our Administrative Plan.  The assessment should include the following at a minimum:

* Individual and group staff interviews
* Document review and a limited file review to evaluate current processes
* Data analysis to evaluate the following key areas:
* Current staffing and organizational structure;
* Existing operations, workflows, and procedures;
* Identify impediments, strengths, and weaknesses related to optimized service delivery;
* Caseload assignments;
* Software;
* Identify duplicate work efforts and process redundancies; and
* Identify opportunities for streamlining operations.

**C1.2** **Deliverables from Awardee**

The assessment must result in the following deliverables:

* Process improvement recommendations for the following five (5) areas:
  + - Recertification
    - Initial Certification (include Application for Assistance)
    - Scheduling
    - Inspections
    - Portability
* Policy improvement recommendations for the following five (5) areas:
  + - Recertification
    - Initial Certification (include Application for Assistance)
    - Scheduling
    - Inspections
    - Portability
* Suggested sample procedures;
* Ways to implement proposed recommendations;
* Automation improvement suggestions that include digital solutions to improve customer service for a minimum of five functions;
* Recommendations for optimal departmental structure, including positions and staffing levels and workload recommendations;
* Staff meetings to discuss improvement recommendations and implementation suggestions; and
* Two follow-up virtual consultations within 90 days of assessment completion to discuss the suggested improvements and answer staff questions regarding the assessment suggestions.

**C.1.3**  **Areas Excluded from Assessment**

The following areas are excluded from the assessment review:

* Section Eight Management Assessment Program (SEMAP);
* Finance department’s housing assistance payments (HAP) processing;
* General ledger; and
* Voucher Management System (VMS) reporting.

1. **EVALUATION**

**D.1.1 Review of Mandatory Requirements**

The RFP will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in proposal being rejected. The OHFA Executive Director reserves the right to allow for the correction of minor deviations that do not impact the scoring of the proposal.

**D.1.2 Scoring of Proposals**

The Best Value criterion is being used to evaluate the proposals and select the winning proposal or proposals.

All proposals submitted and accepted will be reviewed by staff and scored against the stated criteria found in this RFP and within the evaluation criteria listed in D.1.4. below. The staff may review and contact references by telephone and use their evaluation of the responses received from such references in scoring the proposals. The staff’s scoring will be tabulated, and proposals ranked based on the numerical scores received in order to determine the proposers who will advance to the interview phase.

Scoring of proposals will be based on the best efforts of the Evaluating Committee.

**D.1.3 Award and Final Offers**

Final Selection of the successful proposers will be at the discretion of OHFA evaluation team and based upon the total of all scoring including the interview phase.

**D.1.4 Evaluation Criteria**

1. **Mandatory Requirements (Forms CP-076 and CP-04)**
2. **Fees and Expenses (cost submission)**
3. **House Voucher Program Consultation Experience**
4. **Certifications, Accreditations, and Awards**
5. **Staffing**
6. **3 References (have clients fill out exhibit 1, include with your response)**
7. **Fees and Expenses (cost submission)**

**D.1.5 Notice of Award**

The winningproposer will receive written notice or phone call identifying the firm which OHFA intends to award a contract. All submissions will be notified of the results.

**D.1.6 Evaluation**

The proposal will be scored using a standard quantitative calculation where the most points for fee proposal will be awarded to the proposal(s) with the best value, in which the lowest cost would be an important factor. A standard cost calculation will be utilized with the best cost awarded the maximum points available for cost. All other submissions will have cost points prorated relative to the best cost submission. Top finishers will be asked to interview virtually with the evaluation team utilizing the ZOOM platform.

**D.1.7 Billing**

Fees and expense reimbursements relating to each service shall be contingent upon successful completion of the respective service.

1. **INSTRUCTIONS TO PROPOSERS**

**E.1.1 Proposed Organization and Format**

Proposals shall be mailed to OHFA in hard copy, typed and submitted on 8.5 inch by 11-inch paper bound securely. Proposals should be organized with the headings listed and separated by tabs or otherwise clearly marked. Please provide three copies of proposal.

**E.1.2 Cover Letter**

Provide a brief review as to why your organization is best able to fulfill OHFA organizational needs.

**E.1.3 Table of Contents**

Immediately following the cover letter, a table of contents is requested which identifies the beginning page of each section of the proposal. The following sections should be included in the Table of Contents:

1. Organizational Experience
2. Resumes and qualification of staff that will be utilized
3. Conflict of Interest Statement (no specific form required)
4. Mandatory requirements (forms 076 and 04)
5. References (3 references from clients)
6. Cost submission (utilize Attachment 1 and separate cost submission from the rest of proposal and submit together)

Proposals must be complete and self-contained, OHFA will not refer to information provided by proposers in any prior proposals or other materials provided to OHFA by other means.

**E.1.6 Organizational Experience**

Provide organizational information relative to the number of years your organization has work with State programs like our Housing Choice Voucher programs and the results that have been achieved with similar organizations.

**E.1.4 Staffing**

Each member of your staff that will be fulfilling the deliverables must be identified and have resume included. Please note relative experience and any certifications, accreditations, or awards that each employee possesses.

**E.1.5 References**

Exhibit 1 (imbedded within solicitation) must be completed by a previous customer for whom you have done business with within the last 3 years. Submit as many as you like but only the top three will be scored.

**E.1.7 Cost submission**

“Attachment 1” is an Excel sheet that shall be utilized to submit your cost for this project. Costs are to be submitted in the form of an hourly rate and hours per deliverable. Any travel shall be predetermined and one cost number for the entire project should be input into the cost sheet. Bidder’s total cost for the entire project will be compared to other offers. The lowest cost offer will receive maximum points and the other bidders cost will be mathematically prorated to determine points to be awarded.

***The cost submission sheet will also provide an optional “value added” area for submission. The value-added section is to acknowledge the potential that our deliverables are not inclusive of a best value delivery and is to make accommodations to utilize the supplier’s expertise. Any value-added submission(s) should be costed but will not be part of the cost scoring. The value-added submission(s) will be utilized at OHFA’s option and may or may not be part of the final award. If the cost benefit of the value-added submission is not self-evident, an explanation of the deliverable should be explained on a supplement to the cost submission.***

E.1.8 Interview

After the completion of the initial evaluation, virtual interviews will be conducted with the top five scored responses. Responses within the top 5 that have no mathematical possibility of award will not progress to the interview. Should your organization be chosen for an interview, you will be contacted to set up a time and date for your interview. *The interviewees should be the same individuals that will be assigned to the OHFA project,* will last no longer than 30 minutes and will be conducted virtually. Interviews will be the final scored component and an award decision will be made at the conclusion of all interviews.

E.1.9 Posting

The Request for Proposals is also available at the OHFA web-site: [https://www.ohfa.org/financials/](https://nam12.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.ohfa.org%2Ffinancials%2F&data=05%7C01%7Csteve.hagar%40ohfa.org%7Cf5163f2707e54c67f37308daeda23821%7C7c6cedfa13dc468e82c4ee01d475f97a%7C0%7C0%7C638083578225647595%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=Fc0nx2T1LyL13AUosEvwTw0FgowFO3%2Fric8cCW1Vwzc%3D&reserved=0)

1. CHECKLIST
2. Cover Letter
3. Organizational Experience
4. Staffing Resumes and Qualifications
5. 3 References
6. Mandatory forms (076 and 04)
7. Cost submission (include explanation of optional value added as necessary)

