



REQUEST FOR PROPOSAL (RFP)

RFP NAME: REAL ESTATE BROKERAGE
SERVICE

RFP NUMBER: MHA-2022-0601

PROPOSALS DUE:

JUNE 24, 2022 BY 2:00 P.M. CST

COMPANY INFORMATION:

LITTLE ROCK HOUSING AUTHORITY D/B/A
METROPOLITAN HOUSING ALLIANCE

100 S. ARCH STREET

LITTLE ROCK, AR 72201

PHONE (501)340-4821

TECHNICAL SUPPORT CONTACT:

KARY RIDEOUT, PROCUREMENT MANAGER

EMAIL: KRIDEOUT@MHAPHA.ORG

**REQUEST FOR PROPOSAL (RFP) FOR
HOUSING AUTHORITY REAL ESTATE BROKERAGE
LITTLE ROCK HOUSING AUTHORITY D/B/A METROPOLITAN HOUSING ALLIANCE**

Advertise Date: June 10, 2022
Title: Housing Authority Real Estate and Brokerage Services
Issuing Agency Little Rock Housing Authority D/B/A Metropolitan Housing Alliance
100 S. Arch Street
Little Rock, Arkansas 72201

Period of Contract: From Date of Award to Three Years. (Renewable for two one-year terms thereafter)

Sealed Proposals Will Be Received until **June 24, 2022, until 2:00 P.M. CST** for Furnishing the Services Described Herein.

Bid/proposals submissions: Vendors are advised that MHA does not require but will accept physical bid/proposal submissions, whether by courier, FedEx, DHL, personal delivery, or similar physical means. The solicitation documents issued by the procurement office of the MHA will identify such mode of submission. Vendors are requested to follow the latest bid/proposal submission instructions sent by the respective procurement officials, and contact them should they not receive new instructions for submission of bids/proposals.

In compliance with this Request for and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned further certifies that he/she is authorized to sign this document on behalf of the submitting firm.

_____	Date: _____
Name of Firm	
_____	By: _____
Address	(Signature in Ink)
_____	Name: _____
City and State	(Print or Type Name)
_____ Zip Code: _____	Title _____
FEI/FIN NO. _____	Phone : (____) _____
E-mail: _____	Fax : (____) _____

NOTE: Changes to this RFP may be issued in the form of an addendum at any time prior to the due date and time for submitting proposals. Firms or individuals who obtain bid packages electronically are required to notify Kary Rideout at krideout@mhapha.org with a notice of intent to bid. MHA's purchasing regulations require each Offeror to submit a signed copy of the addendum by the proposal due date and time or included with the firm's response to the solicitation.

Request for Proposal (RFP) Housing Authority Real Estate Brokerage

The Little Rock Housing Authority D/B/A Metropolitan Housing Alliance “MHA” requests the submission of written proposals from Real Estate Brokerage firms to provide Real Estate Service to MHA for a period of thirty-six (36) months. Proposals will be accepted until 2:00 p.m. (CST) Thursday, June 24, 2022 at 100 S. Arch Street, Little Rock, Arkansas 72201.

This Request for Proposal contains specific submission requirements, anticipated scope, and period of services requirements, as well as terms, conditions, and other pertinent information for submitting a proposal for this service. MHA office hours are Monday through Friday 8:00 a.m. to 5:30 p.m. (CST). A free copy of the RFP document can be obtained starting June 10, 2022, by the following:

1. Visit MHA website at <http://lrhousing.org/> ;
2. Collect a copy in person Monday through Friday from 8:00 a.m. to 5:30 p.m. (CST) at:

Metropolitan Housing Alliance
100 South Arch Street
Little Rock, AR 72201

The following schedule will be applicable for this Request for Proposal:

Advertise for Request for Proposal:	June 10, 2022
Question and Clarification Deadline:	June 17, 2022
Submittal Due Date:	June 24, 2022 at 2:00 p.m. (CST)

TABLE OF CONTENTS

PURPOSE OF THE REQUEST FOR PROSAL

GENERAL CONDITIONS

1. Submission Place
2. Submission Method
3. Submission Time
4. Selection Process for Interview
5. Interpretations
6. Definition of Terms
7. Withdrawal of Proposal
8. Execution of Proposal
9. Prices and Terms
10. Conflict of Interest
11. Cost of Proposal
12. Proposal Opening
13. Proposal Tabulations
14. Awards
15. Form of Purchase
16. Non-Conformance to Conditions/Specifications
17. Availability of Funds
18. Government Restrictions
19. Assignment or Transfer
20. Patents and Royalties
21. Advertising
22. Liability
23. Facilities
24. Availability of Records
25. Permits and Licenses
26. Taxes
27. Insurance
28. Proof of Insurance
29. Standards of Conduct
30. Removal of Employees
31. Supervision/Identification
32. Performance Evaluation Meetings
33. Disputes

ORGANIZATION AND OPERATIONAL INFORMATION

34. Purpose
35. Organization Structure
36. Program Requirements/Scope of Services

SELECTION CRITERIA

37. Selection Criteria
38. Selection of Finalist
39. Contract Award
40. Time Schedule
41. Payment
42. Notice
43. Cancellation
44. Laws
45. Contract Document
46. Travel
47. Supplemental Condition
48. Hours of Operation and Holidays

SUBMISSION REQUIREMENTS

49. Initial Submission
50. Organization
51. Experience in Scope of Services Required/Guard Requirements
52. Experience Relative to the Populations Served
53. Organization Structure and Staffing
54. Proposal and Experience of Assigned Personnel
55. Licensing, Insurance, Operational Requirements
56. Demonstrated Interpretation of Scope of Services
57. Fee Proposal
58. Notarized Full Disclosure Statement
59. Equal Employment Opportunity Statement
60. Resident Opportunity
61. Affirmative Action Program
62. References

ATTACHMENTS

1. Scope of Services
2. Specific Questions to be addressed in the proposal
3. HUD FORMS
INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION HUD-5369-B
GENERAL CONTRACT CONDITIONS NON-CONSTRUCTION
NON-COLLUSIVE AFFIDAVIT
HUD-5369-C, CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS NON-
CONSTRUCTION.
HUD-50070, CERTIFICATION FOR A DRUG FREE WORKPLACE
4. Acknowledgement of Addenda

PURPOSE OF THE REQUEST FOR PROPOSAL

MHA will receive proposals from qualified firms to provide Real Estate Brokerage Services. The term of the contract is three (3) years with an option for renewal, not to exceed five (5) years total. All terms and conditions must be approved by the MHA Board of Commissioners. The purpose of request for proposal is for the Housing Authority to obtain a list of qualified, experience and License Arkansas real estate brokers in order to provide real estate brokerage services for citywide use in accordance with the terms, conditions, and specifications as set forth.

Consequently, MHA is looking for a real estate firm to make significant contributions towards reaching its real estate goals.

One or more firm may be awarded a basic agreement to provide the necessary services for an initial period of three years. At the option of the parties, this agreement may be renewed for two, additional one-year terms. Authorization for performance of services by selected firms under the basic agreements shall be in the form of written task assignment signed by the firm, executed and issued by the Housing Authority.

Each project shall be negotiated at the time of development of the task commencement specified in the scope of work. Each task assignment must describe the services required, state the and completion date of work, and establish the amount and the method of payment. The task assignment will be issued under and incorporate the terms of a work order, or any other similar arrangement agreed upon by the Housing Authority and awarded firm. The Housing Authority makes no covenant or promise as to the number of available projects or that the firm will perform any project for the Housing Authority during the life of the basic agreement.

It is intended that the selected firm/firms provide diverse, professional services and perform any and all requirements necessary to provide services as request by MHA following the approval of the Board of Commissioners and/or the Contracting Officer.

This work is funded in part by the U.S. Department of Housing and Urban Development (HUD), MHA and its affiliates. All work in this contract must adhere to the appropriate federal, state, and local regulations, including Section 3 of the Housing and Urban Development Act of 1968 as amended. One of the purposes of Section 3 is to give to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, job training, employment, contracting, and other economic opportunities to Section 3 Residents and Section 3 Business Concerns.

Upon formal request of the HA, based on the application of a Local Business Preference the Proposers shall within ten (10) calendar days provide authenticity of residence. Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

GENERAL CONDITIONS

1. **Submission Place.** Submit proposals via electronic, in person, and by mail:

To: Ms. Ericka Benedicto

Email: ebenedicto@mhapha.org

Subject Line: MHA-2022-0601 RFP for Real Estate Brokerage Services

CC: Mr. Kary Rideout

Email: krideout@mhapha.org

2. **Submission Method.** The submission maybe sent via email to Ms. Ericka Benedicto and Kary Rideout, in person, or by mail is also accepted. The response shall be submitted electronically with an option for proof of delivery, proof of read receipt and MHA confirmation of delivery response.

3. **Submission Time.** Proposals must be received by 2:00 p.m., (C.S.T.) June 24, 2022. It is the Responder's responsibility to assure that the proposal is delivered at the proper time and place. Proposals which for any reason are not so delivered with confirm read receipt upon the closing date and time will not be considered. ***Offers by telegram, telephone, or facsimile are not acceptable.***

4. **Selection Process.** The responses received will **not** be publicly open on the submission date. Once MHA has performed all necessary due diligence the Vendor will be appointed by MHA's Board of Commissioners. Respondents not selected for this list will be notified in writing. Any attempt to circumvent the procurement process will be considered a violation and upon clarifications staff will deem the proposal submission disqualified.

5. **Interpretations.** Any questions concerning conditions and specifications shall be directed in writing to the Metropolitan Housing Alliance, ATTENTION: Kary Rideout at krideout@mhapha.org or at the address provided above, for receipt no later than 8:00 a.m. June 17, 2022, returning all responses in the form of an addendum by close of business the next day. Inquiries must reference the proposal title. No interpretation shall be considered binding unless provided in writing in the form of an addendum by MHA.

6. **Definition of Terms.** As used herein, "vendor", "firm", "Responder," and "consultant" are generally interchangeable and may have the same meaning depending upon the context in which the term is used.

7. **Withdrawal of Proposal.** Proposals may be withdrawn upon receipt of a written request prior to the date and hour fixed for opening. If a Responder seeks to withdraw a proposal after the opening, the Responder must comply with Instructions to Bidders HUD FORM-5369. Prior to approving or disallowing the request, an opinion will be obtained from the MHA's legal counsel indicating whether or not the Responder is bound by the proposal.

8. **Execution of Proposal.** The original proposal must contain a manual signature of an authorized representative of the Responder. The proposal must be typed. All corrections made on the proposal sheet must be initialed by the authorized representative. The company name must appear on the cover sheet. The proposal must include all documents, materials and information required herein.

9. **Prices and Terms.** Fee proposal shall be made for the period designated and include all costs for the service specified. MHA reserves the right to negotiate all elements of the Responder's proposal, including fees. Some work may require a 24 hour/7 day a week on-call service without holiday observations. The responsive and responsible bidder should be available to provide services at any reasonable time. Price is a factor in the evaluation criteria of this proposal.

10. **Conflict of Interest.**

- a. No employee, officer, Board member, or agent of the MHA shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:
- b. An employee, officer, Board member, or agent involved in making the award;
- c. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
- d. His/her partner; or
- e. An organization which employs or is negotiation to employ or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information

No officer, employee, Board member, or agent shall ask for or accept gratuities, favors, or items of more than \$25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition Against Contingent Fees

Contractors wanting to do business with the MHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

All Responders must disclose with their proposal the names of any persons listed in paragraphs a., b., c., d., and e of this section and who owns and/or operates, directly or indirectly, an interest in the Responder's company or any of its branches.

11. **Cost of Proposal.** All costs incurred, directly or indirectly, in response to this request for proposals shall be the sole responsibility of and shall be borne by the Responders. The submission of a proposal does not guarantee a contract.

12. **Proposal Opening.** The proposals will be received by MHA and will not be opened publicly.

13. **Proposal Tabulations.** A list of Responders submitting proposals will be furnished upon written request only with an enclosed, self-addressed stamped envelope and will not be provided by telephone or email.

14. **Awards.** As the best interests of MHA may require, the right is reserved: to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals; or to waiver any minor irregularities or technicalities in proposals received.

15. **Form of Purchase.** The acceptance of the Responder's offer for the services specified herein will be made by executing a duly authorized contract Agreement prepared by MHA in form and content. Responders are cautioned against making assumptions or accepting any representations by any employee, member, officer or representative of MHA concerning the award of the purchase until the contract agreement has been fully executed.

16. **Non-Conformance to Conditions/Specifications.** Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the vendor's expense. Services not

provided as per the scope of work may result in the Responder being found in default; in which event any and all re-procurement costs may be charged against the vendor. Any violation of these stipulations may also result in the vendor's name being removed from MHA vendor mailing list.

17. **Availability of Funds.** In the event funds necessary to finance the purchase of the services are not available, MHA may invoke the non-appropriation clause to cancel the award. All binding agreements will become null and void upon no less than twenty-four (24) hours' notice in writing to the Responder. Said notice may also be provided by certified mail, return receipt requested and/or email confirmed read receipt. MHA shall be the final authority as to the determination of the availability of funds.

18. **Government Restrictions.** In the event any governmental restrictions may be imposed which would necessitate alteration of the performance of services offered, it shall be the responsibility of the successful Responder to immediately notify MHA in writing and specifying the regulation which requires an alteration. MHA reserves the right to accept such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to MHA.

19. **Assignment or Transfer.** The successful Responder shall not assign or transfer any interest in the purchase of services, in whole or part, without written approval of the Board of Commissioners or assigned for MHA, except: 1) that claims for sums of money due, or to become due from MHA pursuant to the contract may be assigned to a bank, trust company or other financial institution; or 2) the Responder represents an underwriter in which case the underwriter must be named in the proposal. MHA is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Responder obtaining prior written consent.

20. **Patents and Royalties.** The successful Responder shall indemnify and hold harmless MHA and its employees from liability of any nature or kind, including cost and expenses (for or on) account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by MHA. If the Responder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, devise, or materials involved in the work.

21. **Advertising.** In submitting a proposal, Responder agrees not to use the results therefrom as part of any commercial advertising.

22. **Liability.** The successful Responder shall hold MHA, it's officers, agents and employees harmless from liability of any kind in the performance of the contract resulting from these conditions and specifications. This solicitation is an attempt to gather proposals for the purpose of receiving pricing and services, however it does not guarantee a contract.

23. **Facilities.** MHA reserves the right to inspect the successful Responder's facilities at any time with proper notice.

24. **Availability of Records.** MHA, and any duly authorized representatives, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers and the like, of the Responder, or in the possession of the Responder, which shall relate to performance of the services to be provided.

25. **Permits and Licenses.** The successful Responder shall obtain all permits and licenses that are required for performing his work by all laws, ordinances, rules and regulations or order of any officer and/or body lawfully empowered to make or issue the same and having jurisdictions and shall give all notices necessary in connection therewith and pay all fees relating thereto and all cost or expenses incurred on account.

26. **Taxes.** The successful Responder shall assume, and is liable for, all state and federal payroll and/or social security taxes and guarantees to hold MHA harmless in every respect against same.

27. **Insurance.**

a. Worker's Compensation Insurance -- The successful Responder shall take out and maintain during the life of the contract, Worker's Compensation Insurance, in accordance with State or Territorial Workman's Compensation Laws, for all of his or her employees employed at the sites of the work called for in these specifications.

b. General Liability and Property Damage Insurance -- The successful Responder shall take out and maintain during the life of the contract, such general liability insurance as shall protect the firm while performing work covered by the contract from claims for damages which may arise while performing work covered by the contract or by any other directly or indirectly employed by the firm and the amounts of such insurance shall be as follows:

(1) General Liability Insurance in an amount not less than \$1,000,000 for injuries, including death, to any one person and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one occurrence.

(2) Motor Vehicle Liability Insurance on all vehicles owned, leased or otherwise used by the successful Responder in an amount of not less than \$500,000 for injury, including death to any one person in an amount not less than \$500,000 on account of one occurrence and property damage insurance in an amount not less than \$500,000 for each occurrence, said liability limited to occurrences on the job sites.

c. In addition to the above requirements to obtain and maintain general liability insurance and motor vehicle liability insurance in which MHA is an additional named insured, the successful Responder shall agree to hold harmless; MHA, its officers, agents and employees, which arise out of any action or omission of the Responder or any of his officers, employees or agents, which condition was not specified to be created or maintained by the contract. The agreement to hold harmless MHA, its officers, agents and employees, harmless shall not be limited to the limit of liability insurance required under the provisions of these specifications or contract, of which the specifications are made a part.

d. The company must be licensed to do business in the State of Arkansas. The ability to obtain this designation has an option of receipt within 15 days of submittal.

e. Bonding – If required, the successful Responder shall provide a letter of an irrevocable letter of credit for no less than \$20,000.00 price with a monitoring and disbursements agreement with the HA and if at any time the contract exceeds \$20,000.00 the vendor will need to produce a Company Bond covering the Company and Employees of the Company during the life of the contract. The bonding amount for each employee shall be made known to MHA. The Company shall provide a copy of the bond to the MHA annually. Bonding will be enforced for construction contracts and maintenance service contracts only. All other contracts will have the surety coverage requirement provided within the statute of the scope of service.

28. **Proof of Insurance.** The successful Responder shall furnish to MHA, a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the work performed under the contract agreement.

29. **Standards of Conduct.** The successful Responder shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

30. **Removal of Employees.** MHA may request the successful Responder to immediately remove from this assignment and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of duty.
- (2) Disorderly conduct,
- (3) Theft, vandalism, immoral conduct or any other criminal action including and not limited to Illegal Activity.
- (4) Failure to perform services as agreed to per scope of work in contract.

31. **Supervision/Identification.**

(1) The successful Responder shall always provide adequate and competent supervision during the performance of the contract. To that effect, the assigned representative of the Contractor and one or more alternates shall be designated in writing to MHA prior to contract start. The Contractor or his designated representative must be readily available to meet with MHA personnel. The successful Responder shall provide the telephone numbers where its representative(s) can be reached.

(2) The successful Responder shall furnish employees and representatives of the Contractor with identification as to their employment by the Contractor.

32. **Performance Evaluation Meetings.** The assigned representative of the Consultant shall be readily available to meet with representatives of MHA weekly during the first month of the Contract and as often as necessary thereafter. A mutual effort will be made to resolve any problems identified at these meetings.

33. **Disputes.**

a. **Protest of Award.** Any person or Responder who disputes the decision to award a contract and who has been adversely affected by a decision or intended decision concerning a notice of intended or actual purchase award may file a written notice of protest with the contact person listed in the solicitation. All notices must be received within in (10) ten calendar days after the contract award.

b. **Filing the Protest.** All bid protests shall be in writing. All protests of competitive proposals shall be submitted to the Chair of the Board of Commissioners.

c. **Content of Formal Written Notice.** The formal written notice must be printed, type written, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:

(1) The name and address of the person or Responder filing the protest and an explanation of how their substantial interests have been affected by MHA's notice of the intended or of actual purchase award.

(2) A statement of how and when the person or Responder filing the protest received notice of the Request for Proposal or notice of intended or actual award.

(3) A statement of all issues of disputed material fact. If there is none, the protest must so indicate.

(4) A concise statement of the ultimate facts alleged, as well as MHA's policies which entitle the person or Responder filing the protest to relief; and

(5) A demand for relief to which the person or Responder deems themselves entitled; and

(6) Any other information which the person or Responder contends is material.

d. **Response to Protest.** Upon receipt of protest which has been timely filed, the solicitation process, or award process may be stopped until the protest is resolved. MHA, if it is deemed necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above-mentioned delay in order to avoid immediate and serious danger to health, safety or welfare. This written determination will specifically detail the facts underlying MHA decision and will constitute final action.

e. **Resolution.** MHA may request such other information pertaining to the matter as deemed appropriate. Within ten days of the date of receipt of the written protest, MHA will notify the person or Responder making the protest of its decision.

ORGANIZATIONAL AND OPERATIONAL INFORMATION

34. **Purpose.** The following information regarding MHA is provided to aid Responder's submitting proposals in understanding MHA's organizational structure.

35. **Organization Structure.** MHA has 2913 Housing Choice Vouchers, 248 public housing units and 27 NSP II units.

36. **Program Requirements/Scope of Services.** MHA is seeking proposals from qualified Real Estate Brokerage firms to provide the real estate and maintenance services for a period of three years (3) years, with options for extended years, not to exceed five (5) years, or per the MHA Board of Commissioners approval. *See Attachment 1 for detailed Scope of Services.*

SELECTION CRITERIA

37. **Selection Criteria.**

The selection criteria are based on the criteria as provided below. All proposals will be evaluated by MHA assigned representatives. The evaluators may conduct interviews with "short-listed" firms to clarify information provided in the proposals and who deems to be most qualified. The interview process may include a verbal interview, an on-line or on-site demonstration of the real estate services. MHA desires to award the contract to the Respondent that demonstrates the ability to provide the highest quality of service. To accomplish this goal, the MHA's criteria for selection shall include, but is not limited to:

PROPOSAL EVALUATION CRITERIA	
	Max Points
Ability of proposer to meet or exceed the requirements defined in the RFP.	20
Experience qualifications and references.	20
Knowledge of local real estate market	20
Location of primary office. Is it located within the city limits?	5
Completeness of response to RFP	30
Fee schedule	5
Total Maximum Points Allowed	100

MHA has the right to evaluate, review and perform due diligence on all background information prior to making a final decision.

38. **Selection of Finalist.**

- a. All Responders meeting the submission requirements as outlined in Paragraph 49 will then be contacted to provide all documentation required.
- b. MHA has the right to select more than one firm to perform the services necessary to effectuate this contract.

39. **Contract Award.** The contract for providing Housing Authority Real estate at sites owned and operated will be approved by MHA Contracting Officer or assigned.

40. **Time Schedule.** The MHA's goal to contract is for successful responders to have contract signing within 10 days of bid opening.

41. **Payment.** MHA shall make scheduled payments for the services provided. Payments shall be due and payable as specified in the contract and subject to the receipt of an acceptable invoice by MHA at 100 South Arch Street, Little Rock, AR 72201, ATTN: Accounts Payable.

42. **Notice.** All written notices required to be given by either party under the terms of the contract(s) resulting from the proposal award shall be addressed to the contractor(s) at their legal business residence as given in the Contract. Written notices to MHA should be addressed by email to the following:

Metropolitan Housing Alliance
Subject Line: Procurement Department – Housing Authority Real Estate Service
To: krideout@mhapha.org
Cc: ebenedicto@mhapha.org

43. **Cancellation.** Irrespective of any default hereunder, MHA may also at any time at its discretion cancel the contract in whole or in part, and in such event the Consultant shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as per clause in the contract.

44. **Laws.** Contract shall be governed by the laws of the State of Arkansas.

45. **Contract Document.** A written contract document will be prepared by MHA.

46. **Travel.** All travel and miscellaneous expenses will be borne by the Vendor.

47. **Supplemental Condition.** MHA reserves the right to delete any scheduled item and/or reduce/increase the quantity of any scheduled item as deemed necessary.

48. **Hours of Operation and Holidays.** MHA has on-call staff available 24 hours a day. The normal business working hours is Monday through Friday from 8:00 a.m. to 5:30 p.m. (C.S.T.).

- | | | |
|---|---------------------|-----------------------------------|
| 1. New Year's Day | 5. Independence Day | 9. Thanksgiving Day |
| 2. Martin Luther King's Birthday | 6. Labor Day | 10. Friday after Thanksgiving Day |
| 3. Washington's Birthday (3rd Monday in February) | 7. Columbus Day | 11. Christmas Eve |
| 4. Memorial Day | 8. Veterans' Day | 12. Christmas Day |

SUBMISSION REQUIREMENTS

49. **Initial Submission.** Initial proposal package must contain, at minimum, the following information, and materials, as a part of the required proposal:

- (1) Letter of Transmittal
- (2) Table of Contents
- (3) Experience in Scope of Services Required
- (4) Experience in Real Estate Brokerage Services
- (5) Organization Structure and Staffing
- (6) Qualifications of Personnel
- (7) Information Regarding Responder's Licensing, Insurance, and Operations Requirements for Meeting Federal, State, and Local Laws Governing as governed by Specific Profession
- (8) Demonstrated Interpretation of Scope of Services
- (9) Fee Proposal

- (10) Non-Collusive Affidavit, Full Disclosure Statement, Conflict of Interest Letter
- (11) Information Concerning the Responder's Affirmative Action; Plans, Policies, and Resident Employment Opportunities
- (12) References, former and current client list
- (13) HUD Required and attached documents

50. **Organization.** The information included in your proposal package should be formatted in the order listed above.

51. **Experience in Scope of Services Requirements.** Provide as a minimum the following information:

- (1) Information on the Responder's background.
- (2) What is the Responder's largest account held? When and how did you get the contract? Are you currently in the contract? How many employees were hired for the contract? Who is the contact for this contract?
- (3) Does the Responders expect to use subcontractors?
- (4) Responders to provide type of ownership for company and subcontractors.
- (5) Responder to supply staff information for formerly employed by MHA and the reason for leaving.
- (6) Has any individual or subcontractor to be assigned to this engagement or associated with your firm or team ever been charged, indicted, or convicted of a felony or misdemeanor greater than a Class "C" in the last five years? If YES, please indicate the name, the nature of the charge, indictment or conviction, and the ultimate disposition of such charges, indictment or conviction for each individual.
- (7) Has any member of your firm or team or any individual to be assigned to this engagement or associated with your firm or team, or any individual to be assigned to this engagement or associated with your firm or team, ever been subject of any audit, investigation, or report to determine whether such individual, firm or team engaged in misfeasance, malfeasance, or nonfeasance or failure to perform under any contract? If YES, please describe in detail.
- (8) Has any member of the service team or any individual to be assigned to this engagement or associated with the team, ever been included on the "List of Parties Excluded from Federal procurement and Non-Procurement Programs"? If YES, please describe in detail the period of disbarment and reason for the action?
- (9) Have any members of the service team or subcontractor to be assigned this engagement ever been employed by the Metropolitan Housing Alliance? If YES, please describe and note the reason for departure.
- (10) Company ownership. If incorporate, the state in which the company is incorporated and the date of incorporation. (NOTE: An out-of-state vendor must become duly qualified to do business in the State of Arkansas before a contract can be executed.)
- (11) Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable.
- (12) Location(s) of the company offices and location of the office servicing Little Rock Housing Authority D/B/A/ Metropolitan Housing Alliance Account.

52. **List Past Experience with Organizations.** Provide as a minimum, names of firms/organizations the Responder has provided previous Real Estate service to State, local government and/or HA. Along with the names of the

firms/organizations served, include the contact person(s)' name and title, and telephone number and length of time of the contract.

53. **Organization Structure and Staffing.** Please provide an organizational chart of the members of your staff that will be dedicated to this service.

54. **Proposals and Experience of Assigned Personnel.** List all key members of your Responder and who will be committed to this service. Indicate the function of each member, job title, work experience, specialized skills/training/credentials that are relevant to the required services, professional registrations.

55. **Licensing, Insurance, Operational Requirements.** Provide documentation that the Responder is in compliance with applicable Federal, State, and Local Laws governing licensing, insurance, and operational requirements for Housing Authority Real estate. Provide documentation of insurance applicable to coverage required by Request for Proposals.

56. **Demonstrated Interpretation of Scope of Services.** Describe how your Responder interprets the scope of services.

57. **Fee Proposal.** The Responder should include in Attachment #3 cost per hour, and profession. Also, include any cost for anticipated increases per the extension year.

58. **Notarized Full Disclosure.** MHA requires that a notarized Full Disclosure Statement be provided by each officer, owner, or principal of your organization as requested. In preparing these documents, please be governed by the following guidelines:

(A) **Sole Proprietorship.** A Sole Proprietorship is a business owned by one individual. Therefore, a signed notarized Full Disclosure Statement must be provided by the owner of the business organization. The Responder should state in the body of the Full Disclosure Statement that the business organization is a sole partnership.

(B) **Partnerships.** A partnership exists when two or more persons associate to conduct a business enterprise. Therefore, a signed and notarized Full Disclosure Statement must be provided for each partner of the business organization. The Responder should state in the body of the Full Disclosure Statement that the organization is a partnership and should also identify, by name, each partner of the organization. This criterion applies to all types of partnerships.

(C) **Corporations.** A corporation is a legal entity created by individual state law. An organization is generally required to submit a specific list of officers required by law at the time of their application for incorporation. The Responder should state in the body of the Full Disclosure Statement that the organization is a corporation and should identify, by name, each officer holding these titles. The Responder should also indicate the state in which it was incorporated and, by the same token, be governed by titular requirements of that state.

(D) If your organization is a business trust, joint stock Company, cooperative or an international organization, please contact MHA for further instructions and guidance regarding this requirement.

59. **Equal Employment Opportunity Statement.** Responder must comply with Federal Regulations governing Equal Employment Opportunity.

60. **Resident Opportunity.** The MHA encourages all firms to consider residents for employment, whenever possible.

(a) It is the policy of MHA to provide to the greatest extent feasible, that opportunities for minority and women participation in Contracting and subcontracting and that training, and employment be given by Contractors and subcontractors to residents of public housing owned by the Housing Authority.

(b) MHA does not currently have a specified percentage concerning minority and women participation in its Contracting and subcontracting. The Board of Commissioners anticipates formalizing a goal and, accordingly your response should recognize and anticipate formalizing a goal of 30% minority/women participation in its Contracting and subcontracting. This percentage would also include Section 3 (Housing and Urban Development Act of 1968) compliance concerning tenant Contracting and subcontracting and/or employment at approximately 10%. MHA Section 3 policies rules will apply.

61. **Affirmative Action Program.** Copies of the Responder's affirmative action plans, policies, procedures, etc. shall be provided upon request.

62. **References.** Provide a list of companies or organizations for whom you currently provide comparable services. For each entry include:

- (1) The term (beginning and ending dates) of your contract agreement.
- (2) A description of the scope of services; and
- (3) The name, address, and telephone number of the individual that administered your contract.

63. **Non-Collusive Affidavit.** The attached form must be signed and notarized.

The Responder hereby authorizes and requests any person, firm, corporation and/or entity to furnish any information requested by MHA in verification of the references provided and for determining the quality of the service.

ATTACHMENT 1

SCOPE OF WORK

Metropolitan Housing Alliance (hereinafter referred to as "MHA") and its affiliates; nonprofit and for-profit entities are requesting proposals from firms to provide real estate brokerage services for the Housing Authority (hereinafter

referred to as “HA”) request proposals for a professional real estate broker services to represent the HA in the sale, purchase and or lease of property and other brokerage services as required.

One or more firm may be awarded a basic agreement to provide the necessary services for an initial period of three years. At the option of the parties, this agreement may be renewed for two, additional one-year terms. Authorization for performance of services by selected firms under the basic agreements shall be in the form of written task assignment signed by the firm, executed and issued by the Housing Authority.

Each project shall be negotiated at the time of development of the task specified in the scope of work. Each task assignment must describe the services required, state the commencement and completion date of work, and establish the amount and the method of payment. The task assignment will be issued under and incorporate the terms of a work order, or any other similar arrangement agreed upon by the Housing Authority and awarded firm. The Housing Authority makes no covenant or promise as to the number of available projects or that the firm will perform any project for the Housing Authority during the life of the basic agreement.

It is intended that the selected firm/firms provide diverse, professional services and perform any and all requirements necessary to provide services as request by MHA following the approval of the Board of Commissioners and/or the Contracting Officer.

This work is funded in part by the U.S. Department of Housing and Urban Development (HUD), MHA and its affiliates. All work in this contract must adhere to the appropriate federal, state, and local regulations, including Section 3 of the Housing and Urban Development Act of 1968 as amended. One of the purposes of Section 3 is to give to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, job training, employment, contracting, and other economic opportunities to Section 3 Residents and Section 3 Business Concerns.

QUALIFICATIONS:

1. Proposers shall have market experience in the Little Rock metro area in marketing, leasing and selling properties. The brokers of the firms to be assigned to this list should have familiarity with laws and practices applicable to public agency real estate matters.
2. Proposers shall be in the business of Real Estate and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract.
3. Proposers must demonstrate that they have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the Housing Authority or can demonstrate they have the experience and the managerial and financial ability to successfully perform the work.
4. Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.
 - a. Proposer or principals shall have relevant experience in Real Estate Brokerage services. Project managers assigned to the work must have experience as a real estate broker.
 - b. Before awarding a contract, the HA reserves the right to require that a Proposer submit such evidence of qualifications as the HA may deem necessary. Further, the HA may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the HA and performance evaluation for services, in making an award in the best interest of the HA.
 - c. Firm or principals shall have no record of judgments, pending lawsuits against the HA or criminal activities involving moral turpitude and not have any conflicts of interest.

- d. Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the IRS, State and local jurisdiction, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the HA.

LOCAL BUSINESS PREFERENCE:

- 1. Upon formal request of the HA, based on the application of a Local Business Preference the Proposers shall within ten (10) calendar days submit the following documentation to the validate such claimed:
 - a. Copy of City of Little Rock current year business tax receipt, or Pulaski County current year business tax receipt, and evidence that the business is within the geographic bounds of the City of Little Rock or Pulaski County for at least six (6) months, as the case may be, such as current utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
 - b. Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES:

- 1. The selected firm will be responsible for assisting MHA staff with brokerage services, which may include, but not limited to:
 - a. providing advice regarding property valuation, i.e., broker price opinion (BPO)
 - b. portfolio organization and analysis,
 - c. strategic planning for property leasing and disposal,
 - d. listing services for sale of MHA owned property and
 - e. overseeing escrow for such sales

The deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.

- 2. The successful proposers are referred to as Contractors throughout this RFP.
 - a. Upon the HA request, the Proposer shall evaluate MHA -owned vacant and/or underutilized land; and as a result, provide an assessment of revenue potential and recommendations and planning for expedited/streamlined disposition of that City-owned land.
 - b. All real estate transactions are to be processed with approval of the HA and in accordance with applicable rules, regulations, ordinances, and MHA procurement.
 - c. In all matters concerning the above, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the sales transaction proceeds
 - d. The Proposer shall include, in response, proposed commission percentage. All sales commission are to be disclosed and negotiated at the time of offer.
- 3. Through the term of the contract, the Proposer, under the direction and control of MHA:
 - a. The Proposer shall handle marketing of properties for sale or lease including providing updated and accurate listing information.

4. In all matters concerning this Section, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease costs.
 - a. The Proposer shall include, in response, proposed lease cost percentage.
 - b. The Proposer shall include, in response, their hourly rate of advisory services where a Commission will not be earned.
5. The Proposer team should include experts in:
 - a. Commercial and Industrial Development
 - b. Hospitality Industry
 - c. Multi-family and Condominium Industry
6. Upon the HA's request, the Proposer shall periodically and at mutually agreed upon dates, plan to present to the MHA Board of Commissioners the current state of the real estate market. The presentations will serve the purpose of highlighting local real estate trends and forecasts.

EXPERIENCE:

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Indicate business structure, i.e.: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Arkansas; Small, Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

The Proposer shall provide, rather than a standard résumé, only relevant experience and qualifications of their technical person who will be involved on the assigned task including the following:

1. Educational background, academic degrees, professional association.
2. Current job title, responsibilities and type of work performed
3. Experience on project similar to that requested in this RFP.
4. Pricing should include all services identified within the proposal as well as component pricing for logical subsets of services at the Contractor customarily prices separately, with any associated discount listed separately.

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, BEING FIRST DULY

SWORN, DEPOSES AND SAYS: That he/she is _____

of _____, the Bidder that has submitted a bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Metropolitan Housing Alliance or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Contractor

Signature and Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

Affix Seal

FULL DISCLOSURE STATEMENT

COMPANY NAME: _____

1. Each officer or principal is to submit this Disclosure Statement, notarized (if a financial or personal interest exists, vendors are required to make a Full Disclosure and should not submit this statement).
2. If a financial or personal interest exists between the principals, officers, directors and employees of the vendor or any of their immediate family members and employees, officers and commissioners of the Metropolitan Housing Alliance and their immediate family members full disclosure is required.

The undersigned certifies that, I, nor any members of my immediate family do not now and has not for the proceeding two years, had any interest, whatsoever, whether direct or indirect in the MHA or any of its members or officials including but not limited to the following:

1. Financial or business interests – meaning any interest which yields or has the potential of yielding directly a monetary or other material gain or benefit with any employees, officers and commissioners of MHA and members of their immediate families.
2. Personal interest – meaning any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of MHA and members of their immediate families.
3. Employment or services rendered as a member, official or officer of MHA.

Sole Proprietorships

Partnerships

Corporations

Owner Date

Partner Date

President Date

Partner Date

Vice President Date

Partner Date

Secretary Date

Notary Date

My Commission Expires: _____

Vendors having a financial or personal interest as described above shall make immediate, full and complete disclosure in writing to the Executive Director and/or Board Liaison of the MHA. All full disclosures must be presented on Vendor’s letterhead, notarized and signed by the individual making the disclosure.

WARNING

All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify vendor or contractor from bid. MHA reserves the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a vendor or contractor is qualified to be participating in the bidding process.

ATTACHMENT 3

HUD ATTACHEMENTS

- INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION HUD-5369-B
- GENERAL CONTRACT CONDITIONS NON-CONSTRUCTION
- NON-COLLUSIVE AFFIDAVIT
- FULL DISCLOSURE STATEMENT
- HUD-5369, CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS NON-CONSTRUCTION.
- HUD-50070, CERTIFICATION FOR A DRUG FREE WORKPLACE
- SECTION 3 PARTICPATION AND COMMITMENT

ATTACHMENT 4

ACKNOWLEDGEMENT OF ADDENDA **HOUSING AUTHORITY REAL ESTATE**

Contractor has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Offerors Name)

(Signature)

(Printed or Typed Name)