



QUOTATION FOR SMALL PURCHASE (QSP)
QSP NO. 2017-002
Date: 02/21/2017
Project Description: Utility Allowance Services
Location: 5555 Arlington Avenue, Riverside, CA 92504

QSP INFORMATION AT A GLANCE

| | |
|--|--|
| CONTACT PERSON; CONTRACTING OFFICER: | Robert Lane, Contracting Coordinator Housing Authority - Procurement Team 5555 Arlington Ave. Riverside, CA 92504 Phone: (951) 343-5439 Fax: (951) 352-4852 Attn: Robert Lane Email: rlane@rivco.org |
| HOW TO OBTAIN THE QSP DOCUMENTS: | 1. Access www.harivco.org 2. Scroll down to the link for QSP 2017-002 Utility Allowance Services 3. Download the QSP .pdf file to your computer |
| HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE: | Quoter's must submit proposed pricing where provided on the last page of this form (Form of Quote form) only. The HACR will accept the executed Form of Quote form in person, by fax, email (preferred – scanned as a .pdf file) or by US Mail ONLY. The HACR will NOT accept proposed pricing verbally or by telephone. |
| QSP DEADLINE (DUE DATE): | Tuesday, March 14, 2017 at 4:00 PM |
| NOTE: HACR reserves the right to deviate from this timeline and/or modify the Scope of Service at any time! | Notices of any such decisions or modifications will be located at: www.harivco.org |

INTRODUCTION: The Housing Authority of the County of Riverside, (HACR) a public entity, corporate and politic, is requesting quotes from licensed, insured entities for utility allowance services.

- 1.0 HACR CONTACT:** All questions pertaining to this QSP shall be addressed to Robert Lane (hereinafter, the Contracting Coordinator or CC), 5555 Arlington Avenue, Riverside, CA 92504, Telephone: (951) 343-5439; Email: rlane@rivco.org
- 2.0 APPLICABILITY:** By submitting a quote to the HACR, the firm or individual doing so (hereinafter, "the Quoter") is automatically agreeing to abide by all terms and conditions listed herein, including those listed in the HACR's contract form, which is incorporated herein by this reference.



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3.0 HACR RESERVATION OF RIGHTS:

- 3.1 Reject any or all quotes, to waive any informalities in the QSP process, or to terminate the QSP process at any time, if deemed by the Contracting Officer (CO) to be in the best interest of the HACR, in his sole and absolute discretion.
- 3.2 Terminate a contract awarded pursuant to this QSP at any time if: (i) funding becomes unavailable; or (ii) the project or service is no longer required by the HACR. The HACR will deliver a written notice within ten (10) calendar days to the apparent or successful Quoter should either of these situations occur.
- 3.3 Determine the days, hours and locations that the successful Quoter shall provide the items or services called for in this QSP.
- 3.4 Reject and not consider any quote that does not, in the opinion of the CO, meet the requirements of this QSP, including, but not necessarily limited to: incomplete quotes, offering of alternate items or services (not including "or equivalent" items), or non-requested items or services.

4.0 QUOTER'S RESPONSIBILITY: Each Quoter must carefully review and comply with all instructions provided herein, and those provided within any named attachments or addenda.

5.0 CONTRACT PERIOD: The HACR anticipates that it will initially award a contract for the period of one (1) year with the option, at the HACR's discretion, of four (4) additional one-year option periods, for a maximum total of five (5) years. The time frame for completing all services will be no later than June 30 of every year.

6.0 DEADLINE: Each Quoter shall submit his/her proposed costs, prior to the posted deadline, as provided for herein. Whereas this is an informal solicitation process, the HACR reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the CO, it is in the best interests of the HACR to do so, in his sole discretion.

7.0 HOLD PRICE / NON-ESCALATION: By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each Quoter thereby agrees to "hold" or not increase the proposed quote prices during the term of the work.

8.0 CONTRACT AND AWARD CONDITIONS:

- 8.1 **PURCHASE ORDER (PO):** The HACR will procure the applicable goods or services by issuance of a PO (which shall have the same meaning as a "contract"). PO's will be issued on an as-needed basis only. By submitting a quote, the successful Quoter thereby agrees to confirm receipt of the PO in the manner directed by the HACR.



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- 8.2 **AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CO, the award shall be made to the responsive and responsible Quoter that submits the lowest price quote. The results of the solicitation will not be released until the HACR has determined the lowest price quote to be responsive and the Quoter responsible.
- 8.3 **CONTRACT FORM REQUIREMENTS:** By completing, executing and submitting the Form of Quote form, the Quoter is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the HACR, including executing the HACR's contract or any other agreement substantially approved as to form and substance by the HACR. A sample contract will be made available upon request.
- 8.4 **SCOPE OF SERVICE DISCLAIMER:** All specifications listed within the Scope of Service of the HACR's contract form (if used) will generally be the same as those listed within this QSP's Scope of Service, (Section 16.0). Any Quoter that believes the listed specifications within the Scope of Service descriptions are unreasonable or incomplete shall address such issues with the HACR CO or his designee in writing during the solicitation period, prior to the posted quote/bid deadline. Once the quote/bid deadline has passed, revision of the specifications set forth shall not occur.
- 8.5 **PROFESSIONAL SERVICES EXCLUSION:** Contracts for certain professional services are excluded from coverage by HUD-determined or HUD-adopted prevailing wage rates. Hourly rates charged by the Quoter must be reasonable and reflect fees that are normally charged within the Quoter's community.
- 8.6 **QUANTITIES (if applicable):** All quantities entered within the Form of Quote form (if applicable) along with the corresponding pricing items are for calculation purposes only. As may be further detailed herein, the HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this QSP. The HACR shall retain one contractor only and shall retain the right to order from that contractor (Successful Quoter), on a task order basis, any amount of services or items that the HACR requires during the ensuing contract period. If the HACR decides that it is in its best interests to delete from the ensuing contract any quantities or work, then the HACR has the right to do so at any time during the contract period.
- 9.0 **INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or the addition of any conditions or requirements not acceptable to the HACR, may invalidate the quote submitted. Furthermore, the HACR shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.
- 10.0 **QUOTE COSTS:** There shall be no obligation for the HACR to compensate any Quoter or prospective Quoter for any costs that he/she may incur in responding to this QSP.



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- 11.0 ALL INCLUSIVE PRICING:** Each quoted sum submitted shall include all Quoter's costs, including but not limited to: sales tax, shipping, delivery, travel, mileage, recordation, reprographic services, mailings, inspections, and/or completion or assembly of the specified product or services at the HACR main office, public housing site(s) or other location, as specified within this QSP or on the PO issued. The HACR will not pay any additional costs above those quoted on the Form of Quote form.
- 12.0 ASSIGNMENT OF PERSONNEL:** The HACR shall retain the right to demand and receive a change in personnel assigned by the successful Quoter to provide services to the HACR if the HACR believes that such change is in the best interest of the HACR and the completion of the work or provision of the contracted items, in its sole and absolute discretion.
- 13.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** Successful Quoter shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP other than that work already authorized to be subcontracted as a specification of this QSP's Scope of Service, (including but not limited to, selling or transferring the ensuing PO or contract), without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, done outside the Scope of Service without the prior written consent of the CO shall be void and may result in the cancellation of the PO or contract with the HACR.
- 14.0 LICENSING AND INSURANCE REQUIREMENTS:** Prior to award (but **not** as a part of the quote submission) the *Successful Quoter* will be required to provide the following proofs of insurance, **if applicable** to the Project and Quoter's profession and the Scope of Service to complete the Project:
- 14.1 WORKERS' COMPENSATION:**
If the Quoter has employees as defined by the State of California, the Quoter shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
- 14.2 COMMERCIAL GENERAL LIABILITY:**
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Quoter's performance of its obligations hereunder. Policy shall name the HACR as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general



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aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

14.3 VEHICLE LIABILITY:

If vehicles or mobile equipment are used in the performance of the obligations under the agreement, then Quoter shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the HACR as Additional Insureds.

14.4 PROFESSIONAL LIABILITY:

If Quoter is providing services or expertise that falls under a quasi-professional role, Quoter shall maintain Professional Liability Insurance providing coverage for the Quoter's performance of work, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Quoter's Professional Liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the performance period and Quoter shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that Quoter has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

14.5 The Quoter shall possess all of the required permits, licenses and certifications legally necessary to perform the work of the type required by this QSP.

14.6 The Quoter shall also possess all of the required state and local permits, licenses and certifications to perform work of the type required by this QSP in the **State of California, and/or the County of Riverside** if such state or local certification is legally required to perform the work.

15.0 DOCUMENTS THAT APPLY TO THIS QSP:

15.1 Form of Quote form, attached.

15.2 HUD 5369-B, attached.

15.3 The HACR reserves the right to require the Successful Quoter to utilize any form required by HUD, (including but not limited to: certified payroll, affidavits, and/or employee interviews) in order to complete the required work. By submitting his/her quote each Quoter agrees to do so at no additional charge.



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16.0 SCOPE OF SERVICE:

- 16.1 Utility allowances will be determined using the statistical approach and in accordance with Title 24 CFR part 982.517, Utility Allowance Schedule:
- 16.1.1 Develop Utility Allowances for electricity, natural gas, water, sewer and trash collection for the HACR's Section 8 and Public Housing Program based on HUD guidelines.
 - 16.1.2 Develop Energy Efficiency Allowances for electricity, natural gas, water, sewer and trash collection for the HACR's Section 8 and Public Housing Programs based on HUD guidelines.
 - 16.1.3 The study should be conducted with HACR staff and resident participation.
 - 16.1.4 The time frame for completing all services will be no later than June 30 of each year.
- 16.2 Public Housing (PHA): Pertaining to the units related to the PHA program, the successful proposer shall provide the services pursuant to and in compliance with 24 CFR 965 Part E, Resident Allowances for Utilities (please see Attachment I attached hereto), wherein it states specifically within Part 965.507 of the noted CFR:
- 16.2.1 "(a) Annual Review. The PHA shall review at least annually the basis on which utility allowances have been established and, if reasonably required in order to continue adherence to the standards stated in §965.505, shall establish revised allowances. The review shall include all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by the PHA) indicating probability of a significant change in reasonable consumption requirements and changes in utility rates."
- 16.3 Section 8: Pertaining to the units related to the Section 8 program, the successful proposer shall provide the services pursuant to and in compliance with 24 CFR 982 Subpart K, Rent and Housing Assistance Payment (please see Attachment J attached hereto), wherein it states specifically within Part 965.517(a)(1) of the noted CFR:
- 16.3.1 "(a)(1) The PHA must maintain a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse));"
- then it states within Part 965.517(c)(1) of the noted CFR:



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"Revisions of utility allowance schedule. (1) a PHA must review its schedule of utility allowances each year, and must revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. The PHA must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule."

16.4 Services: The services include, but are not limited to:

16.5 Minimum Proposer Qualifications

16.5.1 Adequate survey data to establish allowances for HACR-purchased utilities for each dwelling unit category and unit size.

16.5.2 Recommended sources of data include, but are not limited to:

| HACR Inventory | Public Housing Utility Allowances (electricity, natural gas & sewer only) | Section 8 HCV Program Utility Allowances (electricity, water, natural gas, sewer & trash only) |
|-----------------------|--|---|
| Units | 469 | |
| Vouchers | | 9,576 |

16.5.2.1 Consumption information from the HACR, HACR residents, and/or utility suppliers;

16.5.2.2 Utilizing heat loss/heat gain engineering calculations based upon the thermal characteristics of each type of building and unit, and consideration of the standard of living within the community;

16.5.2.3 Previously conducted energy audits;

16.5.2.4 Physical inspections of representative units;

16.5.2.5 Building plans and modernization documentation;



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16.5.2.6 Interviews of residents to obtain insight into energy usage;

16.5.2.7 Interviews of maintenance personnel and project managers to gain understanding of HVAC equipment and how housing facilities are used by residents.

16.5.3 Utility Allowances must consider space heating; domestic hot water; cooking; refrigeration; lighting; and small appliances, including table lamps. Energy use shall be calculated using ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineer) approved methods and/or another statistically acceptable model.

16.5.4 Consider reasonableness of surcharges based on consumption for appliances including, but not limited to, washers; dryers; freezers; air conditioners; and ceiling fans.

16.5.5 Develop consumption and cost Utility Allowance schedules for conventional, Scattered Site housing unity, and Section 8 housing units.

16.5.6 Review of the effect that the energy efficient equipment (e.g. furnaces; toilets; shower heads; windows; light fixtures; etc.) being installed by the current energy performance contractor will have on energy consumption.

17.0 RECAP OF ATTACHMENTS: It is the responsibility of each Quoter to verify that he/she has downloaded the following attachments pertaining to this QSP, which are included herein by reference as a part of this QSP:

| Attachments |
|-----------------------------|
| Form of Quote form (page 9) |
| HUD 5369-B |

~~~~~**ACTION REQUIRED ON PAGE 09**~~~~~





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**FORM OF QUOTE**

Each Quoter shall submit his/her quote on this form only, which shall be completed, executed and returned to the HACR as detailed herein.

Contract or PO will be awarded to the lowest responsive and responsible Quoter, and the most advantageous to the HACR, in its sole and absolute discretion.

The undersigned Quoter hereby quotes the below amount(s) to complete the required work by the deadline listed in this QSP.

Further, by submitting this quote, the undersigned Quoter agrees to abide by all terms and conditions pertaining to this QSP as issued by the HACR, in hard copy, including an agreement to execute the HACR Contract form or any other form or agreement substantially approved by the HACR.

**COMPLETED BY:**

|              |                                    |                  |
|--------------|------------------------------------|------------------|
| _____        | _____                              | _____            |
| Print Name   | Title                              | Email            |
| _____        | _____                              | _____            |
| Signature    | Date                               | Telephone Number |
| _____        | _____                              |                  |
| Company Name | Address (Street; City; State; Zip) |                  |

(continued on next page)



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**PRICE QUOTE:**

| Annual Update  | SECTION 8 (9,576 VOUCHERS) |                                                                      | PUBLIC HOUSING (469 UNITS) |                                                                      |
|----------------|----------------------------|----------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------|
|                | Rate Comparison            | Rate Comparison and Adjustments (if 10% difference in Utility Rates) | Rate Comparison            | Rate Comparison and Adjustments (if 10% difference in Utility Rates) |
| 2017 - 2018    | \$                         | \$                                                                   | \$                         | \$                                                                   |
| 2018 - 2019    | \$                         | \$                                                                   | \$                         | \$                                                                   |
| 2019 - 2020    | \$                         | \$                                                                   | \$                         | \$                                                                   |
| 2020 - 2021    | \$                         | \$                                                                   | \$                         | \$                                                                   |
| 2021 - 2022    | \$                         | \$                                                                   | \$                         | \$                                                                   |
| <b>Totals:</b> | \$                         | \$                                                                   | \$                         | \$                                                                   |

\*Price to include one (1) bound report

|                                                          |    |
|----------------------------------------------------------|----|
| Hourly Rate if Additional Work is Requested by the HACR: | \$ |
|----------------------------------------------------------|----|



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**ATTACHMENT B**

**“HUD 5369-B”**

**(behind this page)**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]