

# Northwest Oregon Housing Authority

## Request for Proposals

### **LIHTC Development Consultant**

Gable Park Apartments Redevelopment & Gable Road Development

*St. Helens, Oregon*

**RFP Number:** RFP 2026-02  
**RFP Issue Date:** June 3, 2026  
**Proposals Due:** July 6, 2026 — 2:00 PM PT  
**Submit Proposals To:** [rfp@nwoha.org](mailto:rfp@nwoha.org)  
**Questions Due:** June 22, 2026  
**Addenda Posted At:** [www.nwoha.org](http://www.nwoha.org)

## SECTION A — SUMMARY OF REDEVELOPMENT INITIATIVE AND OBJECTIVE

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The Northwest Oregon Housing Authority (NOHA) seeks proposals from qualified firms to serve as LIHTC Development Consultant to NOHA for the redevelopment of Gable Park Apartments and the potential development of the adjacent Gable Road parcel in St. Helens, Oregon.

Gable Park Apartments consists of 32 units across four (4) residential buildings constructed in 1997 and originally financed with Low Income Housing Tax Credits (LIHTC). The original investors have exited and NOHA is now the sole owner of the partnership. The property has reached a stage where rehabilitation and/or recapitalization is required to preserve affordability and address deferred maintenance.

NOHA also owns a triplex located on approximately 1 acre of land sharing a lot line with the Gable Park Apartment site (the “Gable Road parcel”). NOHA intends to evaluate whether combining rehabilitation of the existing 32 units with potential new construction on the adjacent parcel could improve LIHTC syndication efficiency, eligible basis, and overall financing capacity.

NOHA’s Board of Commissioners has affirmed the following strategic direction:

- NOHA will retain long-term ownership of Gable Park Apartments and pursue reinvestment to preserve affordability and improve physical condition.
- NOHA will serve as sole developer and retain full control over ownership, financing decisions, and property management selection.
- Outside professionals, including the Development Consultant selected through this RFP, will be retained in an advisory or contractual capacity only.
- A co-developer partnership structure is not being pursued.

The primary anticipated financing tool is the Low Income Housing Tax Credit (LIHTC) program. NOHA will evaluate both 4% LIHTC with tax-exempt bonds and 9% competitive LIHTC, along with applicable state, local, and federal gap sources. No final determination between 4% and 9% has been made; that decision will follow feasibility modeling and financial analysis.

### **Important Structural Clarification**

The selected Development Consultant will NOT:

- Hold any ownership interest in the project
- Serve as co-developer or receive a developer fee or percentage thereof
- Exercise decision-making authority over financing, ownership structure, or property management
- Represent itself as co-developer or bind NOHA to any agreement

NOHA retains sole control over:

- The developer role and all development decisions
- Ownership structure and partnership formation
- Property management selection
- Financing decisions and application submissions

- Development fee allocation

## SECTION B — MINIMUM QUALIFICATIONS

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To be considered responsive, a firm must meet all of the following minimum qualifications at the time of proposal submission. NOHA will evaluate responsiveness before applying the evaluation criteria in Section E.

### A. Type of Organization

Individuals, firms, or joint ventures of firms with a demonstrated record of expertise in one or more of the following:

- Five (5) or more years in the business of LIHTC consulting
- Experience advising public housing authorities or comparable public/nonprofit owners
- Experience with Oregon Housing and Community Services (OHCS) LIHTC programs (preferred)
- Experience with other state and federal affordable housing funding sources

### B. Requirements

Respondents must demonstrate:

- Demonstrated experience providing LIHTC tax credit consulting services, including application preparation
- Demonstrated success in obtaining LIHTC awards and other state and federal funding
- Demonstrated skill at managing the tax credit application process from pre-application through award and closing
- Experience working with the applicable state housing finance agency (OHCS for Oregon projects)
- Demonstrated experience working with public housing authorities
- Active professional liability (E&O) insurance

## SECTION C — STATEMENT OF WORK

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The selected firm will act strictly in an advisory and consulting capacity and shall report directly to NOHA's Executive Director or designee throughout the engagement.

### Scope of Services — Predevelopment & Financing Phase

The Development Consultant shall assist NOHA with the following:

#### 1. Feasibility Analysis

- Update, review, and assess the Capital Needs Assessment for Gable Park and the Gable Road parcel
- Model rehabilitation vs. redevelopment scenarios
- Evaluate site expansion potential and feasibility of a combined transaction
- Prepare unit mix and income targeting scenarios
- Provide NOHA with a written report of options, unit scenarios, financing scenarios, and likely timelines

#### 2. Financing Strategy Development

- Advise on LIHTC structure (4% with tax-exempt bonds vs. 9% competitive)
- Assist in identification of soft and gap funding sources
- Support bond inducement process if applicable
- Advise on equity pricing strategies and review investor term sheets
- Assist in development of the capital stack

#### 3. Application Preparation

- Assist NOHA in preparing Oregon Housing and Community Services (OHCS) LIHTC applications, including pre-application and full final application, and respond to OHCS inquiries or challenges as needed
- Assist with other public funding applications as applicable
- Coordinate third-party reports required for applications
- Act as point of contact for questions from OHCS or other government agencies until tax credits are awarded, under NOHA authorization

#### 4. Financial Modeling

- Develop and maintain pro formas throughout predevelopment
- Model developer fee structuring (cash vs. deferred)
- Prepare and update sources and uses
- Stress-test financial feasibility under various scenarios

#### 5. Development Budget Advisory

- Review and advise on construction budgets
- Review GMP proposals and assist with value engineering discussions

## 6. Board & Governance Support

- Prepare board-ready financial summaries and presentation materials
- Present and explain study results to NOHA's Board of Commissioners or internal committees as requested
- Provide clear explanation of financial risks, options, and tradeoffs
- Support staff in preparing materials for Board approval milestones

## 7. Relocation Planning Advisory

- Assist in preparation of a relocation strategy for Gable Park residents
- Advise on Uniform Relocation Act (URA) compliance if applicable

## Post-Award Activities

Upon award of LIHTC or other funding, the Consultant may be requested to assist with post-award activities including compliance with award conditions, coordination with equity syndicators, and support through financial closing.

## Reporting Controls

The Development Consultant shall report directly to NOHA's Executive Director or designee no less frequently than monthly, or as otherwise directed by NOHA, on progress with respect to predevelopment activities, associated costs, schedule, and deliverables. Consultant shall maintain accurate time records for all personnel assigned to NOHA work.

## Explicit Limitations of Authority

The Development Consultant shall not bind NOHA to any agreement, negotiate independently without NOHA authorization, represent itself as co-developer, or enter contracts on behalf of NOHA. All final decisions remain with NOHA and its Board of Commissioners. Any subconsultants must receive prior written approval from NOHA; all requirements applicable to the prime consultant flow down to any subconsultant.

## Compensation Structure

Proposals must clearly identify:

- Fixed fee or milestone-based fee structure
- Payment schedule tied to defined deliverables
- Any anticipated reimbursable expenses
- Estimated total not-to-exceed compensation

NOHA prefers a not-to-exceed consulting fee structure payable in installments aligned with measurable milestones (e.g., feasibility completion, application submission, financial closing). Compensation shall not be structured as a percentage of the developer fee unless explicitly proposed and justified in writing, and subject to NOHA approval.

### **Term of Agreement**

NOHA anticipates entering into a Development Consulting Agreement for an initial term of up to three (3) years. The agreement will terminate automatically if financial closing is not achieved within two (2) years from execution unless mutually extended. NOHA reserves the right to terminate for convenience upon thirty (30) days' written notice.

### **Property Management**

NOHA retains exclusive authority to select property management. The Development Consultant may provide advisory input but shall not control or direct the selection process.

### **Resident Services**

Proposals should describe how the Consultant will support NOHA in incorporating resident services planning into financing applications, where applicable.

### **Diversity and Inclusion**

NOHA is committed to promoting diversity in its procurement. NOHA encourages proposals from and the inclusion of firms certified as Women-Owned (WBE), Minority-Owned (MBE), Service-Disabled Veteran-Owned, HUBZone, HUD Section 3, or Not-for-Profit.

## SECTION D — SUBMISSION REQUIREMENTS

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### Organization of Submission

Proposals will only be accepted electronically, submitted to [rfp@nwoha.org](mailto:rfp@nwoha.org) by the deadline stated herein. Each tab must be clearly labeled. Organize your submission in the following order:

8. **Letter of Interest** (Tab 1)
9. **Profile of Firm — Attachment A** (Tab 2) — complete for each firm
10. **Firm Experience and Qualifications** (Tab 3)
11. **Client References** (Tab 4)
12. **Financial Capacity and Proof of Insurance** (Tab 5)
13. **Technical Approach and Work Plan** (Tab 6)
14. **Fee Proposal** (Tab 7)
15. **Diversity and Inclusion / M/WBE Participation** (Tab 8)
16. **Other Attachments** (Tab 9, optional)

### Tab 1 — Letter of Interest

Provide a letter of interest identifying the firm, the primary contact, and key personnel. The letter must be signed by an authorized principal and include a statement that the proposal will remain valid for not less than one hundred eighty (180) days from the due date.

### Tab 2 — Profile of Firm (Attachment A)

Complete Attachment A (Profile of Firm) for the prime firm and for each sub-consultant or joint venture partner proposed. The form includes firm biography, ownership structure, diversity certifications, and required disclosures (litigation, debarment, conflict of interest, non-collusive affidavit, and verification statement).

### Tab 3 — Firm Experience and Qualifications

a. Firm Description. Provide:

- Name of firm and proposed role
- Main address, telephone, and email address
- Contact person, title, and email address
- Description of firm size, number of employees, and current workload
- Identification of the individual who will serve as lead consultant and day-to-day contact for NOHA; include résumé
- How long the firm has been in business and total number of LIHTC projects completed

b. Experience Profile. Demonstrate the firm's experience advising on:

- LIHTC transactions (4% and/or 9%), including application preparation and financial closing
- Rehabilitation and recapitalization of existing LIHTC assets

- Transactions involving public housing authorities or other public/nonprofit owners
- Oregon Housing and Community Services (OHCS) programs (preferred)
- Resident relocation planning in tax credit rehabilitation projects
- Bond + 4% transactions, if applicable

Provide at least three (3) examples of comparable engagements, including: name of client, project location, number of units, financing sources used, specific role of the firm, current status, and outcome. For each example also provide the name, email address, and telephone number of a reference contact at the client organization.

c. Respondent shall certify that the firm is current in all licenses or professional certifications required for execution of the services.

d. Respondent shall disclose whether the firm or any participating team member has been involved in litigation or legal dispute against any government agency or regarding its consulting services during the past five (5) years (as further documented in Attachment A).

#### **Tab 4 — Client References**

Provide at least three (3) references from prior clients for whom the firm has performed similar services. For each reference include: client name, contact name, telephone, email, physical address, description of services provided, and date of services. References from housing authorities, public/nonprofit owners, or state housing finance agencies are preferred.

#### **Tab 5 — Financial Capacity and Proof of Insurance**

Provide:

- Confirmation of professional liability (E&O) insurance with minimum coverage amounts
- Evidence of organizational stability (current financial statement or most recent audit)

#### **Tab 6 — Technical Approach and Work Plan**

Describe the firm's proposed approach to the scope of services in Section C, including:

- A detailed narrative of how the firm would perform the feasibility analysis, LIHTC application preparation, financial modeling, and other scope items
- Projected timeline and critical path items for predevelopment and LIHTC application
- Description of documents, studies, or third-party services that may need to be accessed or arranged
- How the firm would staff the engagement — roles, responsibilities, and supervision — to ensure quality performance, cost control, and on-schedule delivery
- How the firm intends to communicate and coordinate with NOHA staff and report to the Board
- The proposed role of NOHA staff in the tax credit application and predevelopment process

The technical approach should also address the following:

- The firm’s experience and success rate in obtaining LIHTC awards from OHCS or comparable state allocating agencies. What percentage of applications has the firm prepared that were ultimately awarded?
- How the firm would approach OHCS outreach and communications on behalf of NOHA, and how it coordinates with OHCS’s pre-application and review processes
- Real and perceived strengths and potential challenges the firm anticipates for a transaction of this type (small PHA, 32-unit asset, potential site expansion)
- The firm’s approach to identifying the most competitive financing structure for NOHA’s goals

### **Tab 7 — Fee Proposal**

Provide a clear fee proposal including:

- Fixed or milestone-based fee structure; flat fee or hourly pricing for feasibility/advisory phase and separately for LIHTC application services
- Payment schedule tied to deliverables
- Any anticipated reimbursable expenses and how they will be documented
- Estimated total not-to-exceed compensation
- Fees for any sub-consultants proposed, if applicable

### **Tab 8 — Diversity and Inclusion / M/WBE Participation**

Describe the firm’s approach to ensuring meaningful participation by minority- and women-owned businesses. Identify any certified M/WBE firms included on the team.

### **Tab 9 — Other Attachments (Optional)**

The firm may attach, at the end of the submission, other promotional materials or work products that would demonstrate experience and qualifications relevant to this engagement.

### **Proposal Checklist — Attachment B**

Respondents must complete and submit the Proposal Checklist (Attachment B), certifying that all required materials are included in the submission.

## SECTION E — EVALUATION CRITERIA AND PROCESS

### A. Initial Evaluation — Responsiveness

Each proposal received will first be evaluated for responsiveness, meaning it meets the minimum qualifications stated in Section B and includes all required submission materials listed in Section D. NOHA reserves the right to seek clarification from any respondent prior to a determination of non-responsiveness. A proposal determined to be non-responsive will be returned to the respondent with deficiencies described; NOHA will allow ten (10) calendar days to correct identified deficiencies.

### B. Evaluation Panel — Responsibility and Scoring

NOHA will convene a minimum three-person evaluation panel to assess responsive proposals using the criteria below. Panel members having familial relationships (including in-laws) or current or past employment relationships with principals or employees of a respondent, or having an ownership interest in or contract with a respondent, will be excluded from participation on the evaluation panel.

NOHA may consider capabilities or advantages clearly described in proposals, confirmed through oral presentations or interviews, site visits, and references contacted by NOHA. NOHA reserves the right to contact any individuals or organizations that have had a business relationship with the respondent, regardless of whether they are listed in the proposal’s reference section.

### C. Scoring Rubric

Evaluators will apply the following scoring scale to each criterion:

Score	Rating	Description
5	<b>Excellent</b>	Response fully and clearly demonstrates the criterion; exceptional qualifications and depth of experience.
4	<b>Above Average</b>	Response substantially demonstrates the criterion with strong qualifications and relevant experience.
3	<b>Average</b>	Response adequately demonstrates the criterion; meets minimum expectations.
2	<b>Below Average</b>	Response partially addresses the criterion; qualifications or experience are marginal.
1	<b>Poor</b>	Response minimally addresses the criterion; significant gaps in qualifications or experience.
0	<b>Non-Responsive</b>	Response fails to address the criterion or proposal is otherwise non-responsive.

### D. Evaluation Criteria

Each proposal has a total possible weighted score of 100 points:

Points	Criterion	Description
40	Experience Advising LIHTC Transactions	Depth of experience advising on LIHTC structuring (4% and 9%), application preparation, equity pricing, and financial closing for projects of comparable scope, including experience obtaining awards from OHCS or comparable state allocating agencies.
25	Experience with Public Housing Authorities and Public Owners	Demonstrated experience serving housing authorities and public/nonprofit owners as development consultant, including understanding of HUD regulations, procurement requirements, and board governance.
20	Technical Approach and Managerial Capacity	Clarity, completeness, and feasibility of the proposed work plan, milestones, team structure, communication approach, and capacity to manage the engagement to completion within scope and budget.
10	Fee Proposal	Reasonableness of fee structure; preference for fixed or milestone-based not-to-exceed structure with defined deliverables and payment tied to performance.
5	M/WBE and Diversity Participation	Degree to which the firm or team provides for minority- and women-owned business participation.
<b>100</b>	<b>TOTAL POINTS AVAILABLE</b>	

### E. Competitive Range and Best-and-Final Offers

Once a competitive range is established, NOHA reserves the right to require respondents within the competitive range to participate in interviews or make presentations to the evaluation panel. NOHA may request Best-and-Final Offers (BAFOs) from respondents within the competitive range. Presentations, interviews, and BAFOs, if requested, shall be a factor in the final award recommendation.

### F. Award

Following evaluation, NOHA will award the contract to the respondent representing the best overall value to NOHA. NOHA reserves the right to negotiate fees with any or all respondents. If negotiations are not successfully concluded within a reasonable timeframe as determined by NOHA, NOHA retains the right to end negotiations and engage the next-ranked respondent. Contract award is subject to approval by NOHA’s Board of Commissioners.

## SECTION F — SOLICITATION SCHEDULE

The following schedule applies to this RFP. All dates are subject to change; changes will be posted as an addendum to NOHA’s website at [www.nwoha.org](http://www.nwoha.org).

RFP Milestone	Target Date
RFPs Issued — 1st Public Notice / RFP Posted to Website	6/3/2026
2nd Public Notice	6/10/2026
Proposer Written Questions Due	6/22/2026
Final Addenda / Q&A Posted	6/26/2026
Proposals Due — 2:00 PM PT	7/6/2026
Evaluation Committee Scoring	7/7–7/17/2026
Interviews; Best-and-Final Offers / Negotiations	7/20–7/27/2026
Cost Analysis & Award Recommendation Memos	7/28/2026
Special Board Meeting — Award Contract	7/30/2026
Notice of Award; Unsuccessful Firms Notified (≤10 Days)	7/31/2026
Contract Executed; Task Order 1 Authorized	8/7/2026

### Proposal Submission Deadline

Proposals will only be accepted electronically. All proposals and supporting documentation must be submitted by **2:00 PM PT on Monday, July 6, 2026** to [rfp@nwoha.org](mailto:rfp@nwoha.org). Late submissions will not be accepted under any circumstances.

### Questions / Point of Contact

Questions must be submitted in writing (email is acceptable) to [rfp@nwoha.org](mailto:rfp@nwoha.org) no later than June 22, 2026. Answers to all questions will be posted as addenda to NOHA’s website at [www.nwoha.org](http://www.nwoha.org). Where possible, questions will be answered within one (1) business day of receipt.

Respondents shall address all communication pertaining to this RFP only to the contact identified above. Respondents must not communicate with any other NOHA staff member or Board Commissioner regarding this RFP. Failure to comply may result in disqualification. NOHA will not conduct any ex parte conversations that would give one prospective respondent a competitive advantage over others.

## **Site Visit**

Proposers may schedule a site visit of the Gable Park Apartments by submitting a written request to [rfp@nwoha.org](mailto:rfp@nwoha.org). NOHA will accompany and provide access to the properties.

## SECTION G — INSTRUCTIONS TO RESPONDENTS

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### Timely Submissions

Proposals received after the designated deadline shall not be considered. No proposal received after the deadline shall be opened or evaluated. Respondents are cautioned that any proposal time-stamped as received by NOHA after the exact time set as the deadline shall not be considered regardless of the reason for the delay.

### Withdrawal of Proposals

A request to withdraw a proposal due to a material error must be filed in writing to [rfp@nwoha.org](mailto:rfp@nwoha.org) within forty-eight (48) hours after the proposal deadline, with a full explanation of the purported error. NOHA retains the right to accept or reject any withdrawal request. Negligence in preparing a proposal confers no right of withdrawal or modification after the proposal has been received.

### Mistake in Proposal Submitted

After a proposal has been received, it may not be changed for the purpose of correcting a pricing error. This does not affect the right of the respondent to withdraw a proposal due to a material mistake as permitted by applicable law.

### No Liability for Costs

NOHA assumes no liability or responsibility for any costs incurred by respondents in the preparation of proposals, in connection with presentations or demonstrations, or in anticipation of a contract award prior to the issuance of a signed contract.

### Disqualification of Respondents

Any one or more of the following shall be sufficient grounds for disqualification of a respondent and rejection of its proposal:

- a. Evidence of collusion among prospective respondents. Names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- b. More than one proposal submitted for the same work from an individual, firm, or corporation under the same or different name.
- c. Lack of competency, lack of relevant experience, and/or lack of adequate resources to perform the services.
- d. Unsatisfactory performance record as shown by past work for NOHA or any other local, state, or federal agency.
- e. Failure to demonstrate minimum qualification requirements stated in Section B.
- f. Failure to list all team members and sub-consultants who will participate in the engagement.
- g. Current debarment or suspension from any federal, state, or local government procurement.

- h. Submission of a proposal that is incomplete, indefinite, or ambiguous, or that includes unauthorized additions or conditional provisions that give the respondent a competitive advantage.
- i. Any other reason determined in good faith to be in the best interest of NOHA.

### **NOHA's Reservation of Rights**

NOHA reserves the right, without liability, to:

1. Reject any or all proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed to be in NOHA's best interests.
2. Not award a contract pursuant to this RFP.
3. Retain all proposals submitted and not permit withdrawal for a period of 180 days subsequent to the deadline without written consent from NOHA.
4. Negotiate fees proposed by any respondent. If negotiations are not successfully concluded within a reasonable timeframe as determined by NOHA, NOHA shall retain the right to end negotiations.
5. Make an award to more than one respondent based on ratings, or make an award with or without negotiations or Best-and-Final Offers.
6. Establish a competitive range and require presentations or interviews by respondents within the competitive range.
7. Cancel the award of any proposal at any time before the execution of the contract by all parties.
8. Amend the RFP terms at any time prior to the proposal deadline by issuing an addendum, which shall be binding upon all prospective respondents.
9. Contact any individuals, entities, or organizations that have had a business relationship with any respondent, regardless of their inclusion in the proposal's reference section.
10. Require additional information from any respondent to determine level of responsibility. Such information shall be submitted in the form and timeframe required by NOHA.

### **Right to Protest**

Any actual or prospective respondent who is allegedly aggrieved in connection with the solicitation or award of this contract shall have the right to protest for material violations of NOHA's procurement policy. Any protest against this solicitation must be received before the proposal due date. Any protest against the award of a contract must be received in writing within ten (10) calendar days after contract award, or the protest will not be considered. Protests must be submitted in writing to NOHA's Executive Director. The Executive Director shall issue a written decision within 30 days of receipt. This decision is appealable to the Board of Commissioners within 30 days of receipt. Disagreement with evaluators' judgment as to points scored is not a basis for protest.

## SECTION H — GENERAL TERMS AND CONDITIONS

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### Independent Contractor

The Development Consultant shall be engaged as an independent contractor. Nothing in the contract shall create any association, agency, partnership, or joint venture between the parties, and neither party shall have any authority to bind the other in any way.

### Subconsultants

The Consultant may not use any subconsultants to accomplish any portion of the services without the prior written approval of NOHA. Any substitution of originally proposed subconsultants must also be approved in writing by NOHA prior to their engagement. All requirements applicable to the prime consultant — including HUD regulatory compliance, insurance, and reporting — apply equally to all subconsultants. The Consultant remains liable to NOHA for performance regardless of subcontracting.

### Warranty of Services

The Consultant represents and warrants that it will perform all services with reasonable care and skill and in accordance with best practices and professional standards in the industry for similar services.

### Ownership of Work Products

NOHA shall have exclusive ownership of all work products, deliverables, reports, analyses, financial models, memoranda, and documentation in whatever form produced by the Consultant or its subconsultants pursuant to the contract. Upon termination or expiration of the contract for any reason, the Consultant shall transfer title to and deliver to NOHA all completed and partially completed work products.

### Timesheets and Records

The Consultant shall maintain accurate time records for all personnel assigned to perform work under this contract. NOHA, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives, shall — until three (3) years after final payment — have the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records relating to transactions under this contract, for the purpose of audits, examinations, excerpts, and transcriptions, consistent with 2 CFR § 200.334.

### Invoicing

Invoices must contain a complete description of the work or service performed, the contractual price, the purchase order or contract number (if applicable), date of service, and any other information NOHA may require. Invoices shall be submitted electronically to [ap@nwoha.org](mailto:ap@nwoha.org). If applicable, NOHA may make progress payments approximately every 30 days as work proceeds and meets NOHA's standards. The Consultant shall invoice NOHA within sixty (60) days after

delivery of the service or milestone; NOHA reserves the right not to pay invoices submitted more than 60 days after delivery.

## **Termination**

The contract may be terminated under the following conditions:

- Mutual Consent: By written agreement of both parties.
- Termination for Cause: NOHA may terminate for default if the Consultant fails to perform any provision of the contract and fails to cure such failure within seven (7) days after receipt of written notice from NOHA.
- Termination for Convenience: NOHA may terminate for convenience at any time upon thirty (30) days' prior written notice to the Consultant.
- Failure to Fund: NOHA may terminate if funding is reduced or not obtained at levels sufficient to allow for the expenditure.

Upon receipt of notice of termination, the Consultant shall immediately cease all activities under the contract unless otherwise directed, and shall deliver to NOHA all work products in whatever state of completion they exist.

## **Non-Responsive or Non-Compliant Proposals**

If NOHA determines that a proposal is non-responsive or non-compliant, NOHA will return the proposal with deficiencies described and allow ten (10) calendar days to correct them. NOHA reserves the right to cancel this RFP for any reason or to reject proposals at any time for misinformation, errors, or omissions, regardless of the stage of the process.

## **Confidentiality**

All proposals submitted are subject to Oregon Public Records Law (ORS Chapter 192). Respondents should identify any portions they consider confidential or proprietary and provide a legal basis for such designation. NOHA cannot guarantee confidentiality of any submitted materials.

## **Conflict of Interest**

By submitting a proposal, the firm certifies that no employee, officer, or agent of the firm has any financial or personal interest in NOHA or any person associated with NOHA that would constitute a conflict of interest with this procurement, consistent with ORS Chapter 244 and applicable HUD requirements.

## **Equal Opportunity**

NOHA is an Equal Opportunity Employer and requires all contractors to comply with applicable federal, state, and local non-discrimination laws and regulations, including Executive Orders 11246 and 11063, the Civil Rights Acts of 1964 and 1968, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and the Fair Housing Act.

## **HUD and Federal Requirements**

This procurement is subject to applicable HUD regulations, 2 CFR Part 200, and NOHA's Procurement Policy (Resolution 2021-30, Attachment A). The selected firm will be required to comply with all applicable federal contractor requirements, including non-discrimination, conflict of interest, debarment/suspension certification (2 CFR Part 180), and recordkeeping requirements. Each provision of law required to be inserted in contracts with HUD-regulated entities shall be deemed inserted herein.

## **Force Majeure**

Neither NOHA nor the Consultant shall be held responsible for delays or default caused by fire, flood, riot, acts of God, or war, where such cause was beyond the reasonable control of the party. The Consultant shall make all reasonable efforts to remove or eliminate such cause of delay and, upon cessation of the cause, diligently resume performance.

## **Severability**

If any provision of the contract or any portion thereof is held invalid, the remainder of the contract and its application to other situations shall not be affected.

## **Time of the Essence**

Time is of the essence for each provision in which a timeframe for performance is specified. Failure to meet timeframes may be considered a material breach.

## ATTACHMENT A — PROFILE OF FIRM

ATTACHMENT A — PROFILE OF FIRM	
<i>Complete one form for each firm (Prime, Joint Venture Partner, Sub-Consultant). Check the applicable role:</i>	
<input type="checkbox"/> Prime Consultant	<input type="checkbox"/> Sub-Consultant / Joint Venture Partner
<b>Legal Name of Firm:</b>	
<b>DBA (if applicable):</b>	
<b>Street Address, City, State, Zip:</b>	
<b>Telephone:</b>	
<b>Email:</b>	
<b>Website (optional):</b>	
<b>Federal Tax ID Number:</b>	
<b>Oregon Business Registry No. (if applicable):</b>	
<b>Identify Principals / Partners in Firm:</b>	
Name	Title / % of Ownership
<b>Operating Structure (check one):</b>	
<input type="checkbox"/> Publicly Held Corporation	<input type="checkbox"/> Privately Held Corporation
<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Partnership
<input type="checkbox"/> Government Agency	<input type="checkbox"/> Sole Proprietorship
<b>Proposer Diversity Statement</b>	
<i>Check all that apply. MBE/WBE certification requires 51% or more ownership and active management by persons in the applicable category.</i>	
<input type="checkbox"/> Women-Owned Business (WBE)	<input type="checkbox"/> African American-Owned (MBE)
<input type="checkbox"/> Hispanic/Latino-Owned (MBE)	<input type="checkbox"/> Asian/Pacific Islander-Owned (MBE)
<input type="checkbox"/> Native American-Owned (MBE)	<input type="checkbox"/> Service-Disabled Veteran-Owned
<input type="checkbox"/> HUBZone Certified	<input type="checkbox"/> Other (specify): _____
Is the business 51% or more owned by a public housing resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Firm Biography</b>	
<b>Headquarters Location:</b>	
<b>Field Office Location(s):</b>	
<b>Business Specialty / Focus:</b>	

<b>Number of Full-Time Staff:</b>	
<b>Founding Date and Brief History:</b>	
<b>Previous Housing Authority / Public Owner Experience (list organizations):</b>	
<b>DISCLOSURES AND CERTIFICATIONS</b>	
<b>Litigation Disclosure:</b>	
Has your firm or any member of your firm been a party to litigation with a public entity in the past five (5) years? If yes, describe when, with whom, the circumstances, and any resolution.	
<input type="checkbox"/> No litigation to disclose. <input type="checkbox"/> Yes — describe below:	
<b>Breach / Non-Performance Claims:</b>	
Has your firm or any member ever had a claim brought for breach of contract or non-performance? If yes, describe.	
<input type="checkbox"/> None to disclose. <input type="checkbox"/> Yes — describe below:	
<b>Debarment / Suspension Statement:</b>	
Has this firm or any principal ever been debarred or suspended from providing services by the Federal Government, any state government, or any local government agency?	
<input type="checkbox"/> No <input type="checkbox"/> Yes — attach full explanation including dates, circumstances, and current status.	
<b>Conflict of Interest Disclosure:</b>	
Does this firm or any principal have any current or past personal or professional relationship with any Commissioner, Officer, or employee of NOHA that could constitute a conflict of interest?	
<input type="checkbox"/> No <input type="checkbox"/> Yes — attach full explanation.	
<b>Non-Collusive Affidavit:</b>	
The undersigned certifies that this proposal is genuine and not collusive and that the Offeror has not colluded, conspired, or agreed, directly or indirectly, with any person to put in a sham proposal or to refrain from proposing, or to fix the proposal price or any cost element thereof, or to secure any advantage against NOHA or any person interested in the proposed contract; and that all statements in this proposal are true.	
<b>Verification Statement:</b>	
The undersigned verifies that all information provided herein is, to the best of their knowledge, true and accurate, and agrees that if NOHA discovers any information to be false, that shall entitle NOHA to not consider or cancel any award to the undersigned party.	
By completing and submitting this form, the Offeror also certifies compliance with all applicable federal, state, and local laws including Equal Employment Opportunity, Fair Housing, and the Americans with Disabilities Act.	
Signature: _____	Date: _____
Printed Name: _____	Title: _____
Company: _____	

## ATTACHMENT B — PROPOSAL CHECKLIST AND CERTIFICATION

Complete this checklist and include it as the final document in your proposal submission. Check each box to confirm the item is included.

Tab	Included?	Required Content
Tab 1	<input type="checkbox"/>	Letter of Interest (signed by authorized principal; 180-day validity statement)
Tab 2	<input type="checkbox"/>	Profile of Firm — Attachment A (completed for each firm)
Tab 3	<input type="checkbox"/>	Firm Experience and Qualifications (firm description, experience profile with ≥3 examples)
Tab 4	<input type="checkbox"/>	References (≥3 client references with contact information)
Tab 5	<input type="checkbox"/>	Financial Capacity and Proof of Insurance (E&O coverage confirmation; financial statement)
Tab 6	<input type="checkbox"/>	Technical Approach and Work Plan (approach, milestones, deliverables, staff roles)
Tab 7	<input type="checkbox"/>	Fee Proposal (not-to-exceed structure; milestone-based payment schedule; reimbursables)
Tab 8	<input type="checkbox"/>	Diversity and Inclusion / M/WBE Participation Statement
Tab 9	<input type="checkbox"/>	Other Attachments (optional — additional work samples or supporting materials)

### Certification

The undersigned authorized representative of the proposing firm hereby certifies that:

- All information provided in this proposal is, to the best of the undersigned’s knowledge, true and accurate;
- The proposal is genuine and not collusive;
- The firm has not colluded, conspired, or agreed with any person to put in a sham proposal or to fix any pricing;
- The firm meets all minimum qualifications stated in Section B of this RFP;
- The firm agrees that this proposal shall remain valid for not less than one hundred eighty (180) days from the proposal due date;
- The firm agrees to comply with all applicable federal, state, and local laws and regulations, including those referenced in Section H.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_