



Request for Proposals (RFP) Emergency Shelter Bed Operations in Lewiston, Maine

Introduction and Purpose

Lewiston Housing (LH), a HUD Moving to Work (MTW) agency, invites proposals from qualified nonprofit organizations and local government entities to operate up to 100 emergency shelter beds for unhoused individuals in Lewiston, Maine. This MTW initiative is undertaken in accordance with HUD's MTW guidelines (PIH Notice 2011-45) and local non-traditional activity parameters. The purpose of this RFP is to competitively select a provider or providers to manage low-barrier, 24/7 emergency shelter services, helping address homelessness in the community. Funding is available on a per-bed, per-night basis as described below to support shelter operations that connect individuals to safe shelter and resources on their path to stable housing.

Available Funding: LH will provide funding at a rate of \$3.42 per bed per night for up to 100 beds. This equates to a maximum of approximately \$342 per night (if all 100 beds are utilized) and will be paid based on actual occupancy and capacity. The initial contract term is expected to commence no later than January 1, 2026, and will run for an initial period of 24 months. Renewal or extension beyond the initial 24-month period will depend on performance, continued need, and funding availability. LH reserves the right to award one or multiple contracts under this RFP (for example, splitting the 100-bed capacity among providers) or to make no award, if it is in the best interest of LH.

Program Overview: The selected provider will operate a low-barrier, 24/7 emergency shelter serving adult individuals experiencing homelessness in Lewiston. Low barrier means the shelter will have minimal entry requirements. For example, no sobriety or income prerequisites, no unnecessary rules that would turn away those in need, and a housing-first approach focused on engagement rather than strict enforcement. The shelter must be open 24/7, allowing clients to remain during daytime hours and serve a general homeless population. Proposals for shelters that serve all genders and accommodate various subgroups (e.g., veterans, chronically homeless individuals) in a single facility are strongly encouraged. Note: Proposals that plan to serve only a specialized sub-population (e.g., youth-only or veteran-only shelters) or that propose a location outside of Lewiston city limits are eligible to apply, but such proposals will receive fewer points in evaluation (see *Evaluation Criteria*). Lewiston Housing's priority is to fund shelter beds that are accessible to the general homeless population of Lewiston and located within the community.

All services under this RFP must be carried out in compliance with applicable HUD requirements for MTW local non-traditional activities. In particular, only individuals/families who meet HUD low-income definitions (at or below 80% of Area Median Income) may receive assistance. In practice, this will include virtually all persons experiencing homelessness. The selected provider will be required to enter into a contract or Memorandum of Understanding with LH, detailing the obligations for operating the shelter beds and reporting data. LH will use MTW flexibility for this initiative, and the competitive selection of the provider through this RFP is required by HUD. Offerors should note that because federal funds are involved, all relevant federal regulations and cross-cutting requirements apply, including nondiscrimination, accessibility for persons with disabilities, and equal opportunity laws. LH is an equal

(207) 783-1423 | PO Box 361, Lewiston, Maine 04243 | lewistonhousing.org



opportunity agency. Qualified organizations will be considered without regard to race, color, religion, sex, national origin, disability, age, sexual orientation, gender identity or expression, familial status, marital status, receipt of public assistance, or any other status protected by federal, state, or local law.

Eligible Applicants

This competition is open to nonprofit organizations and units of local government that can demonstrate the capacity and experience to operate emergency shelter services. Individuals, for-profit entities, or unincorporated groups are not eligible. Applicants must have, or be able to obtain, any applicable state or local licenses or approvals to operate a shelter. Experience with operating homeless shelters or similar residential programs is highly preferred. The successful applicant should possess organizational capacity in areas such as managing overnight staffing and operations, providing trauma-informed care, ensuring safety and security protocols, connecting clients with resources, and data collection and reporting. Collaborative partnerships are permitted. For example, a nonprofit could partner with a supporting agency to provide certain services, but the proposal must identify a lead entity responsible for the contract.

Preference: While not a strict requirement, experience with low-barrier shelter models and serving a diverse homeless population will be viewed favorably. Likewise, familiarity with federal reporting systems (such as HUD’s Homeless Management Information System) and participation in the local Continuum of Care will be considered positively under organizational capacity. Applicants should be in good standing with any prior grants or contracts and not debarred or suspended from doing business with federal funds.

Scope of Work and Program Requirements

The proposal should describe in detail the planned operation of the emergency shelter beds, including how the provider will meet the following core requirements:

Number of Beds & Location: The provider should specify the number of emergency shelter beds it will make available (up to 100) under this proposal, as well as the location of the facility or facilities. The shelter location must be in Lewiston or immediately adjacent; locations within the City of Lewiston are strongly preferred and will receive a higher score. If the proposed site is outside Lewiston, explain the rationale and how access for Lewiston residents will be ensured (e.g., proximity to public transport). The facility should meet all life-safety codes and provide a safe, clean environment for clients. Basic amenities (bathrooms, bedding, etc.) must be provided. The site should ideally be accessible and meet ADA requirements for persons with disabilities.

Low-Barrier Access: The shelter must operate on a low-barrier model, meaning minimal enrollment prerequisites and “screen-in” practices. Clients should not be denied shelter due to sobriety status, lack of identification, inability to pay, or other typical barriers. Reasonable behavior and safety rules are expected, but rules should be designed to avoid excluding those most in need. The proposal should outline any basic rules or expectations and how they will be enforced fairly. Emphasis should be on creating a welcoming, housing-first-oriented environment.

24/7 Operations: The shelter must be open 24 hours a day, 7 days a week. This includes allowing clients to remain during daytime hours (not requiring them to depart in the morning). Round-the-clock staffing and a safe environment must be maintained at all times. Describe your staffing plan (e.g., staffing ratios, overnight supervision, security measures) to ensure adequate coverage and safety. The shelter should

operate year-round. If there are any planned closures or limitations (for instance, a seasonal overflow plan), those must be clearly explained.

Population Served: The target population consists of adults aged 18 and over who are experiencing homelessness, including both individuals and adult family households. The shelter should serve all genders (with appropriate accommodations for privacy and safety, such as separate areas if needed for women, men, and transgender/non-binary individuals). General population shelters (serving anyone in need) will be scored higher than those serving only a subset. If the program is limited to a special population (e.g., a veterans-only shelter or youth-only facility), justify how this meets a particular need; note that such proposals will have points deducted in the scoring because the preference is for general-population access. All clients served must meet the HUD definition of homelessness (per HUD Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act definitions) and be low-income ($\leq 80\%$ AFI). The provider will be responsible for verifying basic eligibility (e.g., homeless status) upon intake. Income information should be collected as part of the intake process or soon after, for reporting purposes. However, a lack of income should never be a barrier to shelter entry.

Supportive Services and Housing Focus: While this operating funding does not cover supportive services, LH strongly prefers proposals that include a plan to connect clients with supportive services. A 24/7 low-barrier shelter model is most effective when combined with wraparound services that help residents stabilize and transition to permanent housing. Proposers should describe any services they will directly provide on-site (e.g., case management, housing navigation, basic healthcare, mental health or substance use counseling, job assistance) *and/or* how they will partner with other agencies to offer such services. For example, an applicant might coordinate with local healthcare providers, MaineHousing programs, and veteran services to periodically visit the shelter or accept referrals. While this RFP does not fund supportive services, proposals that include robust service coordination will receive preference in scoring. The shelter provider, at a minimum, must be willing to allow service providers to engage with clients on-site and to actively encourage client participation in services that can lead to housing stability.

Coordinated Entry Participation: The selected shelter provider is required to participate in the local Continuum of Care's Coordinated Entry (CE) system. This means the program will coordinate with the community-wide process for assessing and prioritizing homeless individuals for housing interventions. At a minimum, the shelter staff should ensure that each client is offered an opportunity to complete the standardized assessment for the Maine Continuum of Care and is added to the CE prioritization list (if not already). The provider will also accept referrals or work with the CE system as needed, for example, if the shelter needs to refer clients to other programs. Participation in CE typically also involves adhering to community protocols for diversions and referrals. All applicants must affirm their commitment to participate in Coordinated Entry if selected fully.

Data Collection: The provider must utilize the Homeless Management Information System (HMIS) for client intakes and service tracking, or an equivalent approved system. While participation in HMIS is not strictly required for this RFP, it is strongly encouraged. If HMIS will not be used, the applicant must clearly describe how they plan to collect, track, and securely manage required data. Collecting and reporting accurate data are critical requirements for this MTW activity. The provider must track key metrics (see Reporting Requirements below) and provide regular reports to Lewiston Housing. Data should be collected daily (e.g., nightly occupancy counts) and compiled into regular reports. By submitting a proposal, the applicant agrees to comply with all data requests from Lewiston Housing or HUD related to this program.

Compliance and Standards: The shelter program must be operated in compliance with all applicable laws and standards. This includes, but is not limited to, local building and fire codes, health and safety regulations, Violence Against Women Act (VAWA), nondiscrimination and equal opportunity laws (such as the Fair Housing Act and ADA), and the terms of any applicable licenses or permits. The shelter should adopt policies for guest behavior, safety, security (including incident management procedures), and the confidentiality of client information. Staff should be trained in trauma-informed care, cultural competency, and de-escalation techniques to effectively serve the homeless population. The provider should also have a plan for connecting or referring individuals to other resources if the shelter is at capacity or if the individual could be better served elsewhere (for example, referring a youth to a youth shelter if they cannot be accommodated, or to emergency medical or psychiatric services if needed).

Data Collection and Reporting Requirements

As this program is part of LH's MTW initiative, the selected provider will be responsible for collecting and reporting specific data to help evaluate outcomes and meet HUD reporting requirements. At a minimum, the following performance data must be tracked and reported:

- **Nightly Shelter Occupancy** – the number of individuals sheltered each night. This can be aggregated into monthly totals and average nightly occupancy.
- **Bed Utilization Rate** – the percentage of available beds that are occupied on average (e.g., if 90 out of 100 beds are typically filled, utilization is 90%). LH expects providers to strive for high utilization (while ensuring capacity for local need).
- **Client Demographics** – aggregate characteristics of individuals served, including income level (upon entry), race and ethnicity, age, gender, and veteran status. This information should be collected at intake (self-reported by clients) and summarized in a concise form.
- **Deduplicated Client Count** - Monthly total of unique individuals served (e.g., 165 distinct people sheltered in a month), with de-identified individual income information reported for each.
- **Length of Stay** – the length of shelter stay for each client in days, and the average length of stay across clients. The provider should track client entry and exit dates to calculate this.
- **Exits to Permanent Housing** – the number and percentage of clients who exit the shelter to a permanent housing destination. Permanent housing includes rental housing (with or without subsidy), owned housing, or living with family in the long term; it does *not* include transitional housing or other forms of shelter. Providers should document housing outcomes upon exit.

Reporting Frequency: The provider will be expected to provide monthly reports to Lewiston Housing summarizing the above data points, along with any other data required by HUD or LH. LH may provide a template for reporting. In addition to quantitative data, the provider should be prepared to report qualitative information or narratives for HUD's MTW reporting, such as success stories or challenges that highlight the program's impact. LH will use the reported data to fulfill its Annual MTW Report obligations to HUD and to evaluate the program's effectiveness. HUD may require that households served with MTW funds be entered into certain HUD systems or forms (e.g., HUD-50058 MTW). LH will work with the provider to ensure that any such requirements are met. The provider must retain records of attendance, client information, and services provided, as these may be reviewed or audited. All client-level data must be kept confidential and secure, in line with HMIS data privacy standards.

Submission Instructions and Timeline

- **RFP Issue Date:** June 27, 2025
- **Question Deadline:** All questions or requests for clarification regarding this RFP must be submitted in writing via email to theynen@lewistonhousing.org by July 7, 2025, at 4:30 p.m. Responses to all questions will be provided in writing on <https://www.lewistonhousing.org> by approximately July 10, 2025. *No phone calls, please.*
- **Proposal Submission Deadline:** July 23, 2025, by 11:59 PM (end of day). Proposals must be submitted electronically in PDF format to theynen@lewistonhousing.org. The email subject line should reference “RFP – Emergency Shelter Beds Proposal.” *Late proposals will not be accepted.* You should receive a confirmation of receipt email; if not, it is your responsibility to follow up before the deadline. Submitted proposals will not be opened or reviewed before July 24, 2025.

Proposal Format: Proposals should be clear, concise, and organized following the sections outlined in this RFP. While there is no strict page limit, brevity and a focus on the requirements are appreciated (recommended length: ~5-10 pages, excluding attachments). At a minimum, the proposal *must* include:

- **Cover Letter** (signed by an authorized official of the applicant) – indicating interest in the project, a summary of the proposed program (beds, location), and a statement that the information submitted is true and correct.
- **Organizational Background and Experience** – Describe the applicant organization’s mission, years of operation, and relevant experience providing homeless services or similar programs. Highlight experience with emergency shelter operation, low-barrier or housing-first programs, staffing capacity, and fiscal capacity to manage the funds. Include any past or current partnerships with HUD, MaineHousing, Lewiston Housing, Continuum of Care, or related initiatives.
- **Program Plan/Scope of Work** – detailed narrative of how the shelter will be operated. This section should address all the Program Requirements from the RFP, including the number of beds, facility description and location, low-barrier policies, 24/7 staffing and operations plan, target population, any special focus, approach to services and engagement (even if services are funded elsewhere), coordinated entry participation, and other relevant details. The plan should demonstrate a thoughtful approach to meeting the needs of unhoused individuals. If multiple partners are involved in service delivery, clearly explain their respective roles.
- **Outreach and Engagement** – briefly describe how you will ensure those in need know about the shelter (e.g., coordination with street outreach teams or referrals from other agencies) and how you will engage individuals who may be reluctant to come indoors. (*Note: This is not explicitly scored separately but shows capacity to reach the target population.*)
- **Data and Reporting Capacity** – explain how you will collect the required data and your experience using HMIS or similar systems. Identify a point person for data and reporting. Acknowledge willingness to comply with all reporting requirements.
- **Budget and Leveraging of Funds** – provide a basic budget for the shelter operations and indicate how the \$3.42/bed/night funding will be used. Show the total annual budget for the shelter and identify other funding sources (and amounts) that will be used to fully cover operating costs (e.g., other grants, donations, municipal support, etc.). Demonstrate the ability to leverage additional funds beyond this RFP’s contribution. If in-kind resources are provided (e.g., a donated building, volunteer support, food donations), note these as well. Include a budget narrative if needed.
- **Timeline and Implementation** – outline the timeframe for starting or continuing the shelter operations. The shelter must be operational by January 1, 2026. If you anticipate ramp-up activities (hiring, facility setup) in late 2025, describe that schedule to ensure a January 1 start. If the shelter

is already operating, describe how this funding will be integrated and any changes or expansion planned.

- **Required HUD Forms:** The following HUD forms must be reviewed, signed, and included with the submission: HUD-2992 and HUD-5369-C. Copies of these forms are included at the end of this RFP.
- **Appendices/Attachments (as applicable, not required)** – You may include resumes of key staff, letters of support or MOUs with partners (especially if partnering for supportive services or other resources), evidence of nonprofit status or governance, and any other relevant documentation. Attachments should be limited to those directly supporting the proposal content.

Conflict of Interest Statement

Respondents must disclose any existing, potential, or perceived conflicts of interest involving Lewiston Housing staff, commissioners, or other entities or persons associated with Lewiston Housing that could affect, or appear to affect, the award of this contract or the impartiality of the decision-making process.

A conflict of interest arises if:

- A proposer, or its employees, officers, or agents, has a financial, business, or personal relationship with any Lewiston Housing staff member, commissioner, or any other official involved directly or indirectly in the evaluation or administration of this contract.
- A proposer is aware of any other circumstance or relationship that would create the appearance of impropriety or impartiality in awarding or administering this contract.

Proposers must:

- Clearly identify in writing, as part of their proposal submission, any actual or potential conflicts of interest.
- Provide sufficient detail to allow Lewiston Housing to determine whether the situation constitutes a conflict of interest and whether it can be adequately mitigated or managed.
- **If no conflict of interest exists, the submission must explicitly include a statement affirming the absence of any known conflicts of interest.**

Lewiston Housing reserves the right to disqualify proposals in the event that an undisclosed conflict of interest is identified or cannot be mitigated. By submitting a proposal, the proposer affirms it has disclosed all known conflicts and understands that the discovery of undisclosed conflicts after proposal submission may result in disqualification or termination of any awarded contract.

Submission Conditions: By submitting a proposal, the applicant agrees that: (1) All information in the proposal is true and accurate to the best of their knowledge; (2) The organization is financially stable and capable of managing funds on a reimbursement basis (if required); (3) The organization will comply with all federal, state, and local requirements if awarded, including executing a contract with LH that will incorporate standard HUD requirements and the scope of work; (4) The organization will cooperate with any site visits, monitoring, or evaluation activities as required by LH or HUD. An authorized representative of the entity must sign proposals. Electronic signatures are acceptable.

Evaluation Criteria and Scoring

An evaluation committee will review all eligible proposals that meet the submission requirements. The selection will be made based on a scoring rubric (100 points total), as outlined below. Proposals should strive to address each of these categories clearly. Points will be awarded for strengths in each area, and points may be deducted for certain shortcomings (as noted):

Organizational Experience & Capacity (20 points)	The organization's relevant experience in operating emergency shelters or comparable programs, capacity to manage a 24/7 facility, and qualifications of key staff. Demonstrated understanding of the needs of homeless individuals and any history of successful outcomes will be considered. High scores will be given to organizations with a proven track record in low-barrier shelter operation or related services, strong management and fiscal oversight, and experience with data systems like HMIS. <i>Note: If an applicant has no prior experience in shelter operations, the proposal must demonstrate a compelling capacity and plan to successfully implement the project (this may result in a lower score in this category).</i>
Program Design – Low-Barrier 24/7 Shelter Model (30 points)	Quality and comprehensiveness of the proposed service model. This includes the commitment to low-barrier practices, plan for 24/7 operations, adequacy of the staffing plan, and safety/security protocols. Full points will be awarded to proposals that clearly describe a 24/7 low-barrier shelter serving the general population of homeless individuals, with well-thought-out operations plans (e.g. staffing ratios, policies, facility amenities). Reduced points will be given if the shelter plan has limitations such as restrictive rules or limited hours (for example, if the shelter would not operate during daytime, or imposes barriers to entry). The clarity and feasibility of the operations plan will be judged – higher scores for plans that convincingly show the shelter will be safe, welcoming, and effectively run on a continuous basis.
Location in Lewiston (10 points)	Whether the shelter will be located within Lewiston and easily accessible to the target population. Projects located in the City of Lewiston will receive maximum points. If the proposed shelter site is outside Lewiston, up to 5 points may be awarded if it is very close by and the applicant makes a strong case for accessibility (e.g. near public transport and serving Lewiston residents). If the location is significantly distant or likely to pose a barrier to Lewiston residents, the score will be accordingly lower. If multiple sites are proposed, scoring will consider the majority of beds and how accessible they are. This criterion reflects the priority to

	have services within the community where the need is identified.
Financial Leverage & Sustainability (15 points)	<p>The degree to which the proposal leverages other funding or resources and the financial viability of the project. Applicants must show they have other funds to cover the full cost of running the shelter, beyond the \$3.42/bed-night provided. Higher scores will be given to proposals with a clear budget, confirmed or strongly likely funding sources (grants, donations, municipal funds, etc.), and an understanding of the actual costs of operating the shelter. The ability to continue the program over time (sustainability) will also be considered – for example, if the applicant has a multi-year plan or diverse funding base to keep the shelter open, that is positive. Points may be reduced for proposals that rely almost entirely on this RFP’s funding (which is limited) or that do not demonstrate a sound financial plan. Reviewers will assess whether the project appears financially feasible and whether the applicant has the fiscal management capacity for federal funds.</p>
Supportive Services and Housing Outcomes (10 points)	<p>The extent to which the proposal includes or facilitates supportive services to shelter guests and maintains a focus on permanent housing outcomes. While direct services are not funded by this RFP, we will evaluate the plan for connecting clients with services (case management, referrals, partnerships) that can help them address issues and obtain housing. Proposals that include concrete, actionable service plans (e.g. on-site case manager funded by other sources, regular visits from healthcare providers, strong referral networks) will score higher. We will also consider the applicant’s approach to helping clients transition out of shelter to stable housing – e.g. housing navigation assistance, relationships with landlords or housing programs. Preference is given to proposals that demonstrate a strong commitment to helping clients improve their situation, not just providing a bed. If a proposal indicates little to no supportive service connection (essentially just warehousing people overnight with no further assistance), it will receive fewer points in this category.</p>
Community Collaboration & Coordination (10 points)	<p>(This category encompasses partnerships, coordinated entry, and data capabilities.) The proposal will be evaluated on how well the provider plans to coordinate with community systems, including the Continuum of Care’s coordinated entry, other homelessness providers, local authorities, and HMIS participation. High scoring proposals</p>

	<p>will show that the provider is plugged into the broader effort to combat homelessness in the region – for example, participating in the Maine statewide HMIS and coordinated entry, collaborating with outreach teams, police or healthcare where appropriate, and avoiding duplication of services. The clarity of the plan to comply with data reporting requirements and the organization’s capacity to collect/report the required data will also factor in here. Applicants who demonstrate prior success in data management (or include a reasonable plan to build that capacity) and a willingness to share information for community planning will receive full points. Points may be reduced if an applicant is unfamiliar with coordinated entry/HMIS or does not convincingly address how they will meet the reporting requirements. However, training and technical assistance can be provided, so new participants will still be considered – they should simply acknowledge the requirement and show commitment to comply.</p>
<p>Creation of new shelter beds (5 Points)</p>	<p>The extent to which the proposal results in the creation of new emergency shelter beds within Lewiston. Proposals that clearly demonstrate the addition of new capacity, whether through a new facility, expansion of an existing facility, or other documented increase in beds, will receive higher scores. Proposals that combine new and existing beds may receive partial points, depending on the scale of new capacity added. Proposals that fund only currently operating beds, without any increase in shelter capacity, will receive no points in this category. Preference is given to proposals that meaningfully expand access to emergency shelter for people experiencing homelessness in Lewiston.</p>

Total Points: 100

Proposals will be judged on both the quality of the proposed program (its design, staffing, location, accessibility, and focus on low barrier shelter and housing outcomes) and the capacity of the organization to deliver what is proposed (experience, partnerships, financial sustainability, and ability to meet data and compliance demands). During evaluation, LH may request additional information or clarifications from applicants. Final scores will guide the selection, but LH also reserves the right to consider geographic distribution or other factors in making awards, if multiple awards are made.

Selection and Award Process

After the submission deadline, an evaluation committee will review and score proposals based on the criteria above. The anticipated selection date is late July 2025. All proposers will be notified of the outcome via email. LH reserves the right to negotiate with the highest-ranked applicant(s) on certain aspects of their

proposal (such as budget or start-up timeline) before making a final award. If negotiations do not result in a mutually agreeable outcome, LH may choose to negotiate with the next highest-ranked proposer, or not to fund a portion of beds.

Contracting: The organization(s) selected for award will enter into a written agreement with Lewiston Housing. The agreement will outline the scope of services (consistent with the proposal and RFP requirements), the payment terms, and all applicable HUD conditions for the use of MTW funds. Payments will likely be disbursed on a monthly reimbursement basis. The provider will invoice for the number of bed-nights provided in the month (with appropriate documentation, such as HMIS reports or attendance logs). LH will provide specifics upon award. The contract will also specify reporting deadlines (likely monthly data submission, as noted) and performance expectations. LH may include performance benchmarks (for example, maintaining a minimum bed utilization rate or a target number of positive housing exits). These will be discussed with the provider and aligned with the community's goals. Failure to meet performance standards or comply with requirements may result in corrective action or termination of funding; therefore, applicants must propose only what they are capable of delivering.

No funding will be disbursed until a contract is signed. Note: LH does not guarantee funding beyond the initial contract term. The contract may include clauses allowing extension or renewal by mutual agreement, contingent upon satisfactory performance and the availability of funds. Lewiston Housing reserves the right to terminate or reduce funding at any time should funding from HUD sources be reduced, eliminated, or otherwise become unavailable.

Reservation of Rights

LH appreciates your interest in this important initiative. However, through issuance of this RFP and the evaluation process, LH reserves the right to:

- Amend or withdraw this RFP at any time before award, or reject any or all proposals.
- Accept or reject any proposal for any reason, or waive minor irregularities or errors in any proposal.
- Award all funding to one proposal, or divide funding among multiple proposals, if deemed in LH's best interest to serve the community (for example, two providers each offering 50 beds).
- Verify any information provided in a proposal and inspect the proposed facility(ies) or request additional documentation as part of due diligence.
- Continue funding in future years contingent on satisfactory performance, or discontinue the program if outcomes are not achieved or funding is no longer available.

Information submitted by a respondent in any proposal becomes public information. It is subject to disclosure in accordance with the requirements of law, including without limitation the Maine Freedom of Access Act, 1 M.R.S. Section 401 et seq. (FOAA), except as provided therein. By submitting its proposal, the respondent acknowledges that Lewiston Housing is required to comply with FOAA.

All costs incurred in preparing a proposal are the responsibility of the proposer; LH will not reimburse any costs related to the submission. By submitting, the proposer accepts all terms and conditions stated in this RFP.

Inquiries and Point of Contact

All communications regarding this RFP should be directed to the email address provided for questions (theynen@lewistonhousing.org). Do not contact other staff or board members of Lewiston Housing with questions, as this could result in disqualification for breaching the competitive process protocols. Questions and answers that clarify the RFP will be shared with all known prospective proposers and posted on Lewiston Housing's website to ensure fairness and transparency. If you download this RFP from a website or e-procurement platform, please notify LH of your interest so that you can be included in any Q&A updates.

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:]

Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	