



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



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## **REQUEST FOR PROPOSALS PROPERTY MANAGEMENT SERVICES**

### **Homes for Good Housing Agency**

Property Management Services

ISSUE DATE: February 7, 2025

DUE DATE: March 7, 2025 by 5:00pm

RFP CONTACT: Victoria Smithweiland  
Asset Manager  
Homes for Good Housing Agency  
100 W 13<sup>th</sup> Avenue  
Eugene, OR 97401  
Phone: 541-682-2510  
Email: [vsmithweiland@homesforgood.org](mailto:vsmithweiland@homesforgood.org)

**Section 1**  
**Introduction and Background**

Homes for Good Housing Agency is the Public Housing Authority (PHA) for Lane County, Oregon. Our primary work is to help low-income community members with the logistics of affordable housing. At a higher level, we are neighbors united to get every Lane County resident who needs help into a home.

Our programs provide housing and rental assistance to over 5,000 families in Lane County through voucher-based subsidies and Agency-owned public, multi-family and affordable housing communities.

In addition to rental assistance, our team provides resources to program participants and residents including but not limited to general resident support, Permanent Supportive Housing (PSH) programming, Weatherization assistance and HUD’s Family Self-Sufficiency Program.

Homes for Good Housing Agency, “Owner” is seeking proposals from qualified individuals and firms “Respondent, Proposer, Management Agent” to provide property management services. Homes for Good considers our third-party property management companies as partners in our work and part of our team working together to improve the lives of people living in third-party property managed properties.

Homes for Good Housing Agency owns, directly or through tax credit Limited Partnerships and Limited Liability Companies, a large and diverse portfolio of multifamily properties located throughout Lane County, including the cities of Eugene, Springfield, Junction City, Creswell, and Florence, as listed below.

Development	Address		Units	Funding	Population Served
Camas Apartments	420 South 2 <sup>nd</sup> Street	Creswell	36	RD	Family
Munsel Park	2021 E 12 <sup>th</sup> Ave	Florence	44	RD; LIHTC; HOME	Elderly/ Disabled
Norsemen Village	920 W 1 <sup>st</sup> Street	Junction City	44	RD	Elderly/ Disabled
Hawthorn at 29 <sup>th</sup> Pl	2984 Oak Street	Eugene	35	LIHTC; PBV; HOME	PSH
Jacob’s Lane	3450 Jacob’s Lane	Eugene	63	LIHTC	Family
Laurel Gardens	1775 W. 12 <sup>th</sup> Ave	Eugene	41	LIHTC	Elderly/ Disabled
New Winds	750 Laurel Street	Florence	18	LIHTC; HOME	PSH
Richardson Bridge	1202 Acorn Park	Eugene	32	LIHTC; RAD PBV	Family
Sheldon Village	2475 Sheldon Village Lp	Eugene	78	LIHTC; HOME; PBV	Family
Turtle Creek	975 Hatton Ave	Eugene	27	LIHTC; HOME; OAHTC	Family
Walnut Park	975 Hatton Ave	Eugene	32	LIHTC	Family
Willakenzie	3200 Willakenzie Dr	Eugene	25	LIHTC	Family
Bascom Village II	3077 Matt Drive	Eugene	48	LIHTC; HOME	Family
The Oaks at 14 <sup>th</sup>	1424 Oak Patch Rd	Eugene	54	LIHTC; HOME	PSH
Market District Commons	6 <sup>th</sup> and Oak	Eugene	50	LIHTC; HOME; PBV	
Commons on MLK	2315 MLK Jr Blvd	Eugene	51	LIHTC; PBV; HOME; FHLB	PSH
Keystone	1188 13 <sup>th</sup> Ave	Eugene	15	OHCS PSH	PSH
RAD 2, Sarang	1604 Taney Street	Eugene	49	RAD PBV, LIHTC, HOME	

RAD 2, Hayden Bridge Landing	1975 5 <sup>th</sup> Street	Springfield	70	RAD PBV, LIHTC, HOME	
The Nel	222 W 11 <sup>th</sup> Street	Eugene	45	PBV, LIHTC, HOME	PSH
Heeran Center	2222 Coburg Rd	Eugene	16	Elderly & Disabled OHCS Bond	
The Coleman	Hwy 99 & Roosevelt	Eugene	TBD	In Design & Development	
Ollie Court	1520 W 13 <sup>th</sup> Ave	Eugene	81	PBV, LIHTC, HOME	Family
Any/all other projects in design and development during contract period.					

## **Section 2**

### **Terms and Conditions**

#### **Invitation**

Interested firms and individuals who are appropriately licensed with the Real Estate Division of the State of Oregon are invited to submit proposals for any or all of the above projects.

The following sites must be bid together as only one property management firm will be selected to provide management services for the adjacent projects:

- Turtle Creek and Walnut Park
- RAD 2 (Sarang and Hayden Bridge Landing)
- HFG Communities (Jacob's Lane, Laurel Gardens, and Willakenzie)

The Agency strongly encourages the participation of disadvantaged business enterprises, minority, women owned, emerging small business and service disabled veteran business enterprises (MWESB SDVBE) in this and all Agency projects, programs, and services, pursuant to ORS 200.090. The work performed will be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall to the greatest extent feasible be directed to low- and very low- income persons.

Proposer agrees to maintain accurate fiscal records that conform to generally accepted accounting principles and are in compliance with all District and State public audit and accounting requirements.

Proposer agrees to comply with all applicable Federal, State, District, and local ordinances, statutes, rules and laws governing this project.

#### **Proposal format**

Your proposal must follow the format outlined in **Section 4** and must include a cover letter signed by an officer who is legally authorized to enter into a contractual relationship in the name of the Respondent.

#### **Rules, regulations, and licensing requirements**

The Respondent and staff must possess all required occupational license(s) required in the State of Oregon. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the proposed services.

### **Term of management agreement**

The terms of the management agreements will each be awarded for one year; four one-year renewal options will be available. Each management agreement will include a provision for termination of the agreement "at will" by the Management Agent or Owner with 30-day notice. Each agreement will also outline situations where the Management Agent can be terminated immediately "for cause".

### **Assignment**

The successful Respondent(s) shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title, or interest therein, or its power to execute such contract, to any person, company, or corporation without the prior written consent of Homes for Good Housing Agency.

### **Equal Opportunity Employment**

Respondents agree that there will not be discrimination as to race, sex, disability, religion, color, age, sexual orientation, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this RFP. Respondents must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 13672 and any other amendments, as supplemented by the Department of Labor regulations).



### **Section 3**

#### **Minimum Scope of Services Requested**

Management Agent will agree to manage the project(s) in accordance with the highest professional standards for such property. At a minimum, Agent will carry out the following management activities for each project:

#### **Rental responsibility**

Management Agent shall offer for rent and shall rent the housing units in the project in accordance with all applicable regulatory requirements and associated with each property, including but not limited to the Federal Low-Income Housing Tax Credit program (LIHTC), Oregon Affordable Housing Tax Credit program

(OAHTC), U.S.D.A. – Rural Development loan and rental assistance financing (RD), HUD, HOME, PBV & PBRA funds, or any other applicable funding, the approved rent schedule, approved leasing guidelines and form of lease. Pursuant to its rental responsibilities, Agent shall:

- Create and submit to the appropriate approval agency, Affirmative Marketing Plans and Tenant Selection Plans and procedures that ensure that prospective tenants are not discriminated against due to their race, religion, national origin, familial status, etc., or any protected class.
- Show housing units for rent to all prospective tenants.
- Take and process applications for rentals, including prospective tenant interviews and background screenings.
- Possess experience and expertise to carry out income certifications to ensure that all tenants are eligible persons or families and are income-qualified pursuant to the regulatory agreements and requirements contained in documents executed by Owner in connection with the financing and ownership of the project, including the partnership agreement, the loan documents and the project regulatory documents.
- Execute all leases in Agent's name, identified thereon as Agent for Owner.
- Administer existing tenant deposits as necessary. Collect, deposit, and disburse security deposits, if required, in accordance with the terms of each lease, and hold security deposits in an account separate from all other accounts and funds.
- Maintain a waiting list(s) of acceptable prospective tenants and undertake all arrangements necessary and incidental to the acceptance of rental applications and the execution of leases to minimize vacancies.
- Participate in the inspection of each dwelling unit identified in the lease together with the tenant prior to move-in and upon move-out. Record in writing any damage to the unit at the time the tenant moves in and any damage occurring during the tenant's occupancy.
- Facilitate eviction of non-paying tenants and tenants who violate terms of the lease agreement when necessary.

#### **Collection of rents and other receipts**

Management Agent shall collect when due, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the project.

#### **Enforcement of leases**

Management Agent shall require full compliance by each tenant within the terms of such tenant's lease. Voluntary compliance will be emphasized, and management Agent shall counsel tenants and make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by Agent, to the end that involuntary termination of tenancies may be avoided to the maximum extent consistent with sound management of the project.

#### **Cooperation with Service Providers**

It is understood that Owner, any service providers, and Manager(s) must work together as a team to effectively meet the needs of the residents. This level of collaboration will require exceptional, thorough, and timely communication between all parties. Respondent agrees to communicate any cause of concern pertaining to all items that affect the overall success of the residents and the project in a timely manner and participate collaboratively in regular partner meetings.

#### **Maintenance and repairs**

Management Agent shall, at Owner's expense, maintain the project in a decent, safe and sanitary condition and in a rentable state of repair, all in accordance with the project rules and regulations, local codes, and maintain the project at all times in a condition acceptable to Owner including but not limited

to cleaning, painting, decorating, plumbing, carpentry, grounds care and other maintenance and repair work as may be necessary. Incident thereto, the Agent shall:

- Ensure that all properties are well maintained, provide safe and sanitary living conditions, and perform or arrange for necessary repairs in a timely manner.
- Prepare and carry out a regular preventive maintenance program.
- Contract with qualified independent contractors for the maintenance and repair of major mechanical systems, and for the performance of extraordinary repairs beyond the capability of regular maintenance personnel. Manager shall obtain appropriate written evidence of such contractor's liability and workers' compensation insurance prior to commencement of any work.
- Systematically respond to all service requests from tenants, take such action thereon as may be justified, and keep records of the same. Emergency requests shall be serviced on a 24 hour a day basis. Complaints of a serious nature shall be reported to Owner immediately.
- Conduct at least semi-annually, physical inspections of the property, common areas and units, including, but not limited to, tenant housekeeping, exterior condition, and preventative maintenance.
- Take such action as may be necessary to comply with any and all orders and requirements of federal, state, county, and municipal authorities having jurisdiction over the project and orders of any board of fire underwriters, insurance companies and other similar bodies pertaining to the project.
- Purchase at Owner's expense, as authorized under the terms of the management agreement, all materials, equipment, appliances, supplies and services necessary for proper maintenance and repair of the project. Manager shall obtain contracts, materials, supplies, utilities and services using at least three bids on all contracts exceeding \$2,000.
- Obtain prior written approval of Owner for any contract which exceeds one year in duration or expenditure which exceeds \$2,000 in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the project, except for emergency repairs involving manifest danger to persons or property or required to avoid suspension of any necessary service to the project, or to provide services required under Oregon Landlord/Tenant Law.

#### **Utilities and services**

Make arrangements for water, electricity, sewage and trash disposal, recycling, vermin extermination, and decoration of common areas, common telecommunication services and other necessary services in connection with the project.

#### **Personnel**

Management Agent shall employ and supervise competent staff and any independent contractor on behalf of Owner as may be required to operate and maintain the property. Agent shall comply with all local, state, and federal laws regarding employment and employment practices. Management Agent shall pay all employment taxes, fees, benefits, and costs associated with employing individuals associated with the property. Respondent represents that the personnel described in their proposals and submission packages shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Respondent must be able to provide a qualified replacement. Furthermore, all personnel shall be the sole employees of the Respondent under its sole direction, and not employees or Agents of Homes for Good Housing Agency.

#### **Operating account and budgets**

Management Agent shall disburse from the operating account in accordance with the operating budget all appropriate expenses for services rendered and goods delivered to the property, including Agent management and rental fees.

Management Agent shall prepare an annual operating budget for each fiscal year during the term of the management agreement and shall submit the same to Owner at least **ninety days** before the beginning of such fiscal year. **Each operating budget shall include suggested capital improvements**, detailed suggestions for the improved operation of the properties covered and a detailed narrative.

Management Agent shall facilitate the process for use and approval of replacement reserves funds for eligible capital repairs on at least a semi-annual basis.

### **Records and reports**

Management Agent shall have a minimum of the following responsibilities with respect to records and reports:

- Agent must deliver to Owner by the 15 of each month, reports in a format satisfactory to Owner containing at least the following:
  - Statement of income and expenses (for the previous month and cumulative for the year);
  - Aged Accounts Receivable, including an itemized list of all delinquent rents as of the tenth day of the current month, including action taken by manager.
  - Aged Accounts Payable
  - Balance Sheet
  - Cash Flow Report.
  - Rent Roll/cash receipts for the previous month.
  - Reconciliation of all project bank accounts, including account statements.
  - Copies of paid bills and invoices as requested.
  - Narrative of any unusual actions taken, or emergencies responded to.
  - Site staff payroll report.
  - Operating and capital budget variance report.
- Weekly Community Status Reports, including vacant and on-notice unit details.
- Preventative maintenance schedule completions.
- Establish and maintain a system of records, books, and accounts in a manner satisfactory to Owner consistent with and for the durations mandated by the requirements. Please provide a sample of your current reports with your response.
- All bookkeeping, data processing services and management overhead expenses shall be borne by management Agent.
- Establish and maintain tenant files containing copies of leases, certification forms, notices and other documentation required by Owner as necessary to conform to the requirements.
- Maintain a procurement record keeping system adequate to Owner's requirements.
- Permit Owner to audit at Owner's expense, Agent's records with respect to the subject property at such reasonable times as Owner requests.
- Agent shall host and support Homes for Good Housing Agency auditors.

### **Owner Communications**

Management Agent shall be available for communications with Owner. Agent will keep Owner advised of items materially affecting the project. **Agent must inform the Owner immediately of any event or situation which may be of media interest and immediately upon receiving notice of litigation or suggestion of litigation.** Agent must investigate and promptly furnish full written reports of all accidents, claims and potential claims for damages relating to the project, and shall cooperate fully with Owner's insurers.

### **Insurance**

Management Agent shall continuously carry public liability (including bodily injury and personal injury), property damage, workers' compensation, automobile, errors and omissions, a fidelity bond and such

other insurance as may be necessary for the protection of the interests of the Owner and the Agent. Policies shall be in amount and form that are commonly carried by reasonable owners of properties of similar type, location, and value but in no case less than \$2,000,000 combined single limit each occurrence. Owner will require an Additional Insured endorsement upon execution of contract.

### **Fidelity bond**

Agent may be required to furnish and maintain, at the expense of the Agent, for the duration of this agreement and any extensions thereof, plus thirty (30) days after the expiration or termination thereof, a commercial blanket bond in favor of Owner, in an amount not less than the sum of (a) two (2) months' potential maximum gross rents for the project plus (b) aggregate tenant security deposits held from time to time, both in amounts as determined by Owner, and in a form and with a company acceptable to Owner, which commercial blanket bond shall cover Agent and all employees hired by Agent in connection with this agreement. Such fidelity bond shall cover losses discovered by Owner within two (2) years after the occurrence of such losses. Such fidelity bond shall contain a written provision that Owner shall be given at least thirty (30) days' prior written notice of cancellation. Agent shall provide Owner and Owner's Limited Partner a copy of such bond and any replacements within thirty (30) days after written request from Owner or Owner's Limited Partner.

### **Section 4** **Evaluative Criteria**

#### **Proposal content**

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content and demonstrate Respondent's understanding of, willingness and capacity to perform the scope of services. Proposals should be limited to no more than 10 pages. Sample Reports are not required for this proposal.



Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

#### **Cover letter \_\_\_\_\_ 0 Points**

The cover letter shall:

- Include a brief summary of organization's qualifications
- Identify a single person (and their contact information) for possible contact during the RFP review process
- Confirm that all elements of this RFP have been reviewed and understood
- Include a statement of intent and capacity to perform the services as outlined
- Express willingness to enter into an agreement under the terms and conditions prescribed by this RFP
- Be signed by a duly authorized representative of the organization. The name, title, and contact information address of the individual executing the proposal must be provided
- Be limited to one (1) page.

**Qualifications, Experience, Capacity****50 Points**

- Include relevant organization/agency information including the address and telephone number for the organization's main office and any branch offices. Identify the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.) and number of years in business within its specific field and under its current business name and/or license. Members of the organization's professional team should be identified by name and title and should include contact phone numbers. Identify personnel by title that will be responsible for the performance of the proposed services. Provide an organizational chart indicating these individuals and their position within your firm's organizational structure.
- Provide at least three (3) current references, preferably of local clients, for whom comparable services in quality and scope to that specified in this RFP have been performed. Include names, addresses, and telephone numbers. Identify any properties your organization currently manages in Lane County. Do not include any properties in which your organization has ownership or partial ownership in. Preference will be given to those that include at least (1) one reference for a client you have recently transitioned in a property or portfolio for management, and (1) client for whom you have recently completed a new LIHTC lease up for new construction or funding award.
- Identify any audit findings, fair housing claims, and all material litigation your firm has been involved in for the last five years. Identify any current LIHTC properties that have received non-corrected 8823s. Indicate if the organization or any of its present personnel have ever been involved in a governmental or judicial action concerning a violation of fair housing laws or employment practices violations or litigation. Describe the planned effort to comply with the fair housing act requirements in relation to resident screening.
- Describe your philosophy, practices, and experience in coordinating resident services with local service providers for challenging populations, such as chronically homeless, CMI, and veterans.
- Describe your organization's philosophy relating to customer service. Include your approach when escalations occur with resident relations. Describe how resident-relation conflicts move up through the chain of command within your organization.
- Describe the measures you take to promote cultural competency within your organization. Include:
  - Trainings and educational programs specific to equity and inclusion offered to employees.
  - Policies and processes that reflect equity and inclusion of all people from diverse backgrounds living in affordable housing communities.
  - Policies and practices that encourage recruitment and retention of a workforce that reflects the wide range of diversity in affordable housing communities.
- Describe your philosophy and practices relating to preventative maintenance, including planning and implementation oversight.
- Describe how on-site management will be provided 24 hours a day, 7 days a week. Describe your after-hours maintenance coverage system.
- If your response includes RD funded properties, provide your experience with managing RD loan and rental assistance financed housing.

- Demonstrate your capacity, experience, and qualifications to manage low-income housing and comply with LIHTC, RD, PBV and RAD PBV OAHTC, HOME, HUD project-based assistance, and other program requirements. Identify specific staff by title responsible for program requirements and reporting, and the compliance and training opportunities provided to them. Demonstrate by providing any of the following:
  - Descriptions of training or workshop offerings which inform and educate staff in low-income housing property management, fair housing, program compliance, and routine and preventative maintenance.
  - Description of proposed staff experience in the field of affordable housing management, including compliance, accounting, maintenance, and management.
  - Description of recruitment methods and effectiveness in recruiting and retaining site staff.
  - Description of firm's organizational compliance procedures to ensure regulatory compliance.
  - Provide a description of the Owner's assigned point-of-contact (proposed portfolio manager's or regional manager's) portfolio.
    - region
    - number of sites
    - number of units
    - number of assigned direct support staff
    - number of owners
  - Provide how you provide backup coverage for Owner's assigned point-of-contact during absences.
  - **If you currently manage a portfolio of Homes for Good properties:**
    - Provide the following 12-month averages on a **comparable** portfolio your firm currently manages, **excluding** any Homes for Good managed sites. State your sample size and region used.
      - Unit turn time (average days vacant)
      - Average vacancy percentage rate
      - Collection Rate percentage (Net Rent Revenue/Gross Potential Rent)
    - Provide the following 12-month averages on the **Homes for Good portfolio you currently manage.**
      - Unit turn time (average days vacant)
      - Average vacancy percentage rate
      - Collection Rate percentage (Net Rent Revenue/Gross Potential Rent).
    - If the **comparable** portfolio averages are more favorable than your currently managed Homes for Good portfolio, **state your detailed plan to improve performance on the Homes for Good portfolio you currently manage. Include your targets and timeline for meeting targets.**

**Adaptability to Change** \_\_\_\_\_ **10 Points**

Labor, contracts, supplies, utilities and insurance costs have skyrocketed in recent years. Please describe how your firm is responding to these challenges through innovative thinking and what out-of-the-box recommendations your firm would make to tackle the changing expense landscape.

**Community Engagement** \_\_\_\_\_ **10 Points**

Describe your firm's strategies to removing barriers and creating opportunities for populations facing disparities in order to maximize workforce diversity.

Describe your firm’s plan for maximizing Minority, Women and Emerging Small Businesses (MWESB) participation and Section 3 participation.

**Cost of services \_\_\_\_\_ 30 Points**

Indicate the management fee(s) your firm will charge. You must describe your method of determining this fee as a percentage of collected rental revenue. Please specify what services will be covered by these management fees.

Specify personnel and all services that will be charged as direct expense to the property. **All supervisory, bookkeeping/accounting, and clerical expenses, along with all the Agent’s overhead expenses will be borne by the Agent out of its own funds and will not be treated as an operating expense of the project.**

If you wish to propose a discount of any kind for an award of multiple projects, please include this.

Homes for Good welcomes creative solutions and will consider any innovative fee model proposal as an alternative to traditional fee models. Please indicate how your alternative fee model offers a financial incentive or operational benefit as compared to traditional fee models.

**Section 5**  
**Proposal submission, Scoring and Selection Process**

**Submission and key dates**

No pre-proposal conference will be held for this request for proposals.

Deadline for receipt of proposal: \_\_\_\_\_ March 7, 2025, 5:00 PM

Please email your proposal and attachments to:

Victoria Smithweiland, [vsmithweiland@homesforgood.org](mailto:vsmithweiland@homesforgood.org)

Cc: Audrey Banks, [abanks@homesforgood.org](mailto:abanks@homesforgood.org)  
Kat LaFerle, [klaferle@homesforgood.org](mailto:klaferle@homesforgood.org)

Please include in the subject line of your email: **RFP, Property Management Services**

Late proposals will not be accepted.

**Scoring**

Proposals will be evaluated by an Evaluation Committee comprised of appropriate Homes for Good Housing Agency staff and/or community members. Each proposal will be evaluated using the following criteria (see **Section 4**):

Qualifications, Experience, Capacity _____	50 points
Adaptability to Change _____	10 points
Community Engagement _____	10 Points
Cost of services _____	30 points

**Selection process**

Homes for Good Housing Agency will carry out the following process to evaluate proposals and negotiate an agreement for management services. The estimated award date is March 24, 2025.

The Committee will rate the proposals according to the evaluation criteria outlined in this RFP. Based on the ratings of the written proposals, the committee will provide Homes for Good Housing Agency's Executive Director a ranked list of firms that meet the qualifications described in this RFP. Agreements will be negotiated with the top ranked firm(s). If an agreement cannot be reached with the top ranked firm(s), Homes for Good Housing Agency may then negotiate with the other ranked firms. If no agreement can be reached, Homes for Good Housing Agency reserves the right to reopen the RFP to any or all the projects in its portfolio.

Homes for Good Housing Agency shall not be liable for any pre-contractual expenses incurred by any organization in relation to the preparation or submittal of a proposal. Pre-contractual expenses include, but are not limited to, expenses by organization in preparing a proposal or related information in response to RFP; negotiations with Homes for Good Housing Agency on any matter related to this RFP; and costs associated with interviews, meetings, travel, or presentations. Additionally, Homes for Good Housing Agency shall not be liable for expenses incurred as a result of Homes for Good Housing Agency's rejection of any proposals made in response to this RFP.

### **Section 6**

#### **Commenting on or appealing the RFP process**

##### **Comments**

Respondents may comment on or protest any provisions of this request for proposals that they believe limit competition, and/or may protest any of its specifications or proposed contract terms. Comments should be sent to:

Jacob Fox, Executive Director  
Homes for Good Housing Agency  
100 W 13<sup>th</sup> Avenue  
Eugene, Oregon 97401

Comments must be in writing and received at the Homes for Good Housing Agency office at least five working days before the filing deadline. Comments will be reviewed for Homes For Good Housing Agency contract compliance. If the comments are determined to be valid, an addendum to the RFP will be issued to all applicants.

##### **Appeal procedures**

Anyone responding to an RFP who is not recommended for award by the Evaluation Committee may appeal the recommendation to the Executive Director. Homes for Good Housing Agency's procurement policy describes the right of appeal as follows:

- A. Any appeal must be made in writing, be received before the contract is awarded by the decision-maker, clearly state the grounds for the appeal, and indicate what condition(s) resulted in the proposal not being recommended for award. Any appeal which does not comply with the applicable procedures may be rejected.
- B. Unless otherwise stated in the RFP, the appeal must be received not later than seven (7) calendar days after notice of the Evaluation Committee's decision was mailed. Upon receipt of the appeal, the Responder recommended for award and the Evaluation Committee shall be notified. If desired, the Responder and the Committee shall have three calendar days from the date the appeal was filed to respond to the appeal in writing.
- C. When an appeal is filed, the department responsible for preparing the RFP shall prepare a written analysis of the appeal and make recommendation to the Executive Director as to appropriate action to be taken.

- D. The grounds for appeal are:
  - a. Different criteria were used to evaluate different proposals.
  - b. The Evaluation Committee unfairly applied the evaluation criteria to a proposal.
  - c. A member or members of Evaluation Committee had a relationship with a Responder that represented a conflict of interest.
  - d. The criteria used to evaluate the proposals did not pertain to the services or products requested.
  - e. A member or members of the Evaluation Committee demonstrated bias toward a proposal or a Responder.
  
- E. The Executive Director shall evaluate any appeal before rendering a decision and shall state the conclusions reached and reasons in writing. Any decision to overturn the recommendation shall be based on a finding that one of the criteria above (grounds for appeal) occurred to the substantial prejudice of the appellant.
  
- F. The appeal procedures and limits set forth herein to be followed by Homes for Good Housing Agency are directory and not mandatory. Failure to follow or complete the action in the manner provided shall not invalidate the decision.