



Request for Proposals

HHA-FY27-RFP-001
NETWORK & COMPUTER SUPPORT SERVICES

PROPOSAL SUBMISSION DATE
Wednesday, August 19, 2026
4:30 PM
812 ABBEY ST., HELENA, MT 59601

Contact Person:
Michael M. O'Neil, Executive Director
406-794-3251 / moneil@hhamt.org
Procurement Reference number:
HHA-FY27-RFP-001

Table of Contents

General Information	Page Number
1. Request for Proposals	3
2. Advertisement	4
3. Background on Public and Indian Housing	5
4. Helena Housing Authority Reserved Rights	6
5. Instructions to Offerors and General Terms and Conditions*	7 - 9
6. Scope of Work	10 - 12
7. Offeror Evaluation	13
8. Summary of Submission Requirements	14
9. Affidavit of Non-Default	ATTACHMENT A (p. 15)
10. Form of Non-Collusive Affidavit	ATTACHMENT B (p. 16)
11. *HUD 5369-B: Instructions to Offerors (Non-Construction)	ATTACHMENT C (p. 17)
12. HUD 5369-C: Certification and Representations of Offerors	ATTACHMENT D (p. 18)

*** HUD 5369-B is included in this packet of information as ATTACHMENT C.**

REQUEST FOR PROPOSALS

From duly qualified firms or individuals, Helena Housing Authority (HHA) is currently accepting proposals for Network & Computer Support Services, to include, but not limited to, services for the support of HHA's computer network and systems (including phone network) across multiples sites, as well as computer software/hardware component & accessory purchasing, domain/web hosting & licensing, and ensuring at least minimum security standards required of Cyber Liability insurance are met. Qualified firms or individuals responding to this RFP must have a minimum of five (5) years of experience providing Network & Computer Support Services.

HHA makes reasonable accommodations for any known disability that may interfere with an Offeror's ability to compete in the selection process or to perform the essential duties of the job. For HHA to make such accommodations, offerors(s) must request such accommodations, either verbally or in writing, made to the attention of HHA's Executive Director, Michael M. O'Neil.

This solicitation is being offered in accordance with federal and state statutes governing qualifications-based competitive proposal procurement for professional services. Accordingly, HHA shall negotiate an agreement with the selected firm based on fair and reasonable compensation and terms for the Scope of Work provided. HHA reserves the right to reject any and all responses that it determines to be unqualified, unsatisfactory, or inappropriate.

Selection will be based on an evaluation of the written responses. The award will be made to the most qualified respondent whose proposal is deemed most advantageous to Helena Housing Authority, all factors considered. Unsuccessful offerors will be notified as soon as possible.

Proposals must be received by: 4:30 PM Mountain Time on Wednesday, August 19, 2026

Potential Offerors may examine and receive procurement documents at the following location:
hhamt.org/procurement-contract-opportunities

Copies of the RFP Document Required:

Please submit electronically (via secure email link, on-line portal, Shared PDF, Dropbox, or similar) to moneil@hhamt.org with the subject line: "Response to HHA-FY27-RFP-001: Network & Computer Support Services".

- Please note: Offerors are responsible for confirming receipt of electronic submittals.

SPECIFICATION: HHA-FY27-RFP-001

DATE OF ISSUE: August 6, 2026

The procurement of these services is funded by the U.S. Department of Housing and Urban Development (HUD) through Helena Housing Authority.

By: Michael M. O'Neil, Executive Director, Helena Housing Authority (HHA), 2026

ADVERTISEMENT

PER HELENA HOUSING AUTHORITY PROCUREMENT POLICY, ANY PROCUREMENT OF SERVICES WITH THE POSSIBILITY OF REACHING OR EXCEEDING A COST OF \$40,000.00 MUST BE ADVERTISED. THE FOLLOWING ADVERTISEMENT WILL APPEAR IN THE HELENA INDEPENDENT RECORD ON THE FOLLOWING DATES:

August 6, 2026
August 8, 2026
August 11, 2026

Request for Proposals

Notice is hereby given that, from duly qualified firms or individuals, Helena Housing Authority (HHA) is currently accepting responses to HHA-FY27-RFP-001: Network & Computer Support Services, for the support of HHA's computer network and systems (including phone network) across multiples sites, as well as computer software/hardware component & accessory purchasing, domain/web hosting & licensing, and ensuring at least minimum security standards required of Cyber Liability insurance are met. Qualified firms or individuals responding to this RFP must have a minimum of five (5) years of experience providing Network & Computer Support Services.

Responses to this RFP must be submitted electronically (via secure email link, on-line portal, Shared PDF, Dropbox, or similar) to moneil@hhamt.org with the subject line: "Response to HHA-FY27-RFP-001: Network & Computer Support Services" and must be received no later than 4:30 PM Mountain Time on Wednesday, August 19, 2026. Complete RFP packets are available for download from the 'Procurement & Contract Opportunities' page of HHA's website (hhamt.org/procurement-contract-opportunities). Offerors are responsible for confirming receipt of electronic submittals.

Questions regarding this solicitation must be received in writing via email by 5:00 PM on Thursday, August 13, 2026. Please email questions to Michael M. O'Neil, Executive Director, HHA at moneil@hhamt.org, with the following subject line: "HHA Network & Computer Support Services RFP Question". Any responses to questions and/or clarifications will be added to the 'Procurement & Contract Opportunities' page of HHA's website no later than 5:00PM on Monday, August 17, 2026 to ensure any updates or new information is accessible to all potential respondents in advance of the submittal deadline. Successful award of a two-year contract may include options for contract extensions up to a total of five (5) years.

Requests return receipt with affidavit

BACKGROUND ON PUBLIC AND INDIAN HOUSING

The Low-Income Public Housing program is authorized under the United States Housing Act of 1937, as amended. It authorizes the U.S. Department of Housing and Urban Development (HUD) to provide technical and financial assistance to public housing agencies (PHAs) in the provision of decent, safe, and sanitary dwellings at affordable rents to lower-income families. The public housing program is administered at the local level by PHAs which are non-Federal public agencies authorized by State legislation and generally established by action of a town, city, county, regional area, or state.

The PHA functions in the capacity of developer, owner, and manager of its low-income public housing developments. The PHA has the responsibility for planning, financing, constructing, and managing its properties subject to applicable laws and contractual relationships with HUD and the local governing body. The landlord-tenant relationship of the PHA is established by virtue of its ownership of the properties and the provisions of individual leasing agreements with its tenants. The PHA performs all the functions of a private landlord, including leasing units, collecting rents, maintaining the properties, and all of the other responsibilities related thereto.

PHA responsibilities for public housing developments are embodied in the State enabling legislation and an Annual Contributions Contract (ACC) entered into between the PHA and HUD. A PHA is required to operate each lower-income project for the purpose of providing decent, safe, and sanitary dwelling units within the financial reach of lower-income families and to operate the project with efficiency, economy, serviceability, and stability.

HUD assists PHAs financially through the ACC by providing capital funds for developing new developments and by making annual contributions (debt service payments) according to the ACC. In addition, the Department provides PHAs/IHAs with annual operating subsidies to assist in maintaining the lower-income character of the developments, providing adequate administrative and maintenance services, and to ensure financial solvency. Operating subsidies help cover annual deficits arising as a result of rent limits and the costs of operations, including utilities that exceed scheduled rents.

HELENA HOUSING AUTHORITY RESERVED RIGHTS

- Helena Housing Authority (HHA) reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- HHA reserves the right to modify this RFP as it deems appropriate. Any written amendments/addenda issued will become a part of this RFP. All amendments to this RFP will be in writing.
- HHA reserves the right not to award a contract pursuant to this RFP.
- HHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful Offeror.
- HHA reserves the right to determine the days, hours, and locations that the successful Offeror shall provide the services called for in this RFP.
- ALL PROPOSAL PRICES submitted shall be FIRM FOR THE PERIOD OF (sixty) 60 days from the date proposal(s) are due. No proposal shall be considered which contains any letter or memorandum or other writing qualifying the same, to the detriment of the Housing Authority.
- HHA reserves the right to negotiate the fees proposed by the Offeror entity.
- HHA reserves the right to reject and not consider any Proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Proposals and/or Proposals offering alternative or non-requested services.
- HHA shall have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.

By: Michael M. O'Neil, Executive Director, Helena Housing Authority (HHA), 2026

INSTRUCTIONS TO OFFERORS AND GENERAL TERMS AND CONDITIONS

1. All proposals shall be ADDRESSED to **SUBMITTED ELECTRONICALLY** (via secure email link, on-line portal, shared PDF, Dropbox, or similar) to moneil@hhamt.org with the subject line: “Response to HHA-FY27-RFP-001: Network & Computer Support Services”
2. ALL PROPOSALS ARE DUE no later than **4:30 PM, Wednesday, August 19, 2026**. Proposals will be referred to a selection committee for tabulation, review, and subsequent recommendations for action.
3. Complete RFP packets are available for download from the ‘Procurement & Contract Opportunities’ page of HHA’s website (hhamt.org/procurement-contract-opportunities).

Within the packet are the following documents:

1. Request for Proposals
2. RFP Advertisement
3. Background on Public and Indian Housing
4. HHA Reserved Rights
5. Instructions to Offerors and General Terms and Conditions (see Item 11, Attachment C)
6. Scope of Work
7. Offeror Evaluation
8. Summary of Submission Requirements
9. Affidavit of Non-Default
10. Form of Non-Collusive Affidavit
11. HUD 5369-B: Instructions to Offerors (Non-Construction)
12. HUD Form 5369-C: Certifications & Representations of Offerors

Prospective Offerors must RETURN ITEMS 1 – 6 TO Helena Housing Authority (HHA):

1. Letter of Intent/Cover Page **briefly** describing the Offeror’s desire to submit a proposal;
2. **Statement of Qualifications (including)**
 - A. A brief description of firm’s or individual’s background, number of years providing Network & Computer Support Services, and ability to provide the services identified within the Scope of Work;
 - B. The experience and qualifications of each project member to be assigned to this account;

- C. The number of expected staff, level of staff, and billable hourly rates for services/fee schedule, including any available options for bulk/block labor hour purchasing and any discounts that might be made available to HHA because of its federal funding, quasi-governmental, non-profit status, and direct service to the Helena community.
 - D. The average and likely response time to issues (i.e. server issues, virus/infection, loss in connectivity/computerized support) and what tools or measures will be used to both measure and initiate responses to events that impact workflow and data;
 - E. A description of the firm's or individual's understanding of, experience with, and ability to provide detailed invoicing and requests for billing information and quotes;
 - F. A description or plan exemplifying your capability and willingness to respond to the Scope of Work, as well as fluctuating, de-escalating, and/or special service needs that may arise;
 - G. A proposal summary highlighting what makes your organization a superior choice for the HHA and any value-added services not covered in the Scope of Work which your firm can offer HHA (e.g. website design, software/hardware training, etc.); and
 - H. A minimum of four (4) references for whom you are providing Network & Computer Support Services or have provided such services within the past five (5) years. Please provide a brief description of the types of services provided, number of years of service provided, and current contact information.
 - i. If able, please include clients that are either government entities, non-profit organizations, or in the business of multi-family housing, as these are likely to best convey services provided to and outcomes expected by Helena Housing Authority.
3. The original **signed** and **notarized** Affidavit of Non-Default form;
 4. The original **signed** and **notarized** Form of Non-Collusive Affidavit; **and**
 5. The original **signed** Certifications and Representations of Offerors **HUD Form 5369-C**;
 6. All Offerors must submit **proof of required licenses and insurance, as applicable**.
 7. **Offerors are required to submit proposal services AS SPECIFIED above. Failure to do so will result in rejection of the proposal.**
 8. The Offeror agrees that, contracts awarded by Helena Housing Authority, WILL NOT BE assigned, transferred, or sublet unless specific permission to do so is requested in writing and granted in writing by Helena Housing Authority.
 9. All business relating to proposal shall be transacted at HELENA HOUSING AUTHORITY OFFICES, unless otherwise agreed upon in contract documents.
 10. All proposals will be evaluated based upon rating factors as identified in the Proposal (see page 13). **A contract will be awarded to the highest scoring responsible individual/firm whose proposal, with price and other factors considered, is most advantageous to HHA.**
 11. THE ANTICIPATED CONTRACT PERIOD WILL BE FROM **SEPTEMBER 11, 2026 TO SEPTEMBER 11, 2028**. THE CONTRACT MAY BE RENEWED FOR UP TO AN

ADDITIONAL THREE (3) YEARS, DEPENDING ON SUCCESSFUL COMPLETION AND MUTUAL AGREEMENT OF BOTH PARTIES.

12. The OFFEROR SHALL be responsible for any damages to Helena Housing Authority property caused by the Offeror or his/her/its agents. The Offeror further covenants and agrees and does hereby ASSUME ALL LIABILITY for, and shall agree to indemnify and save harmless the Helena Housing Authority against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in or about the said work or otherwise by reason on any accidents, damages, or injuries, torts, or trespasses happening in and about or in any way incident to or by reason of the performances of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry any applicable or other usual Property Damage and Liability Insurance and to furnish certificate(s) therefore, when required by Helena Housing Authority.
13. Section 3 requirements are applicable to Helena Housing Authority contracts as required per HUD regulation 24 CFR part 75.
14. The firm/individual (Offeror) guarantees the proposal submitted is not a product of collusion with any other Offeror and no effort has been made to fix the proposal price of any Offeror or to fix any overhead, profit, or cost estimate of any proposal or its price.
15. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM The successful applicant must covenant and agree to abide by the Federal and State regulations pertaining to Equal Employment as set forth in EXECUTIVE ORDER 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act 1968 (12 USC 170u), as amended and HUD regulations To discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owed business. Also, the sponsor will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to provide all parties reasonable access to the same basic information.
16. The attached HUD 5369-B (Attachment C) shall be considered inclusive of the instructions. As a recipient of federal HUD funds, this is a required attachment.

SCOPE OF WORK

INTRODUCTION

Unless otherwise noted, General Scope of Work specifications are to be coordinated by and with HHA's Executive Director, Special Projects Coordinator, or designee. Items that include general upkeep (i.e. daily backups, virus protection software, encryption, system security, etc.) are to 1) include standard bi-weekly maintenance check-ins and 2) be supervised, employed, and updated/surveyed by Contractor as industry standards dictate.

Below is a current and full listing of HHA's various physical offices that serve as locations for on-site maintenance visits, when remote/virtual maintenance is insufficient to remedy an issue:

Stewart Homes / HHA Administrative Office (HHA): 812 Abbey St.

ME Anderson (MEA): 100 S. Warren St.

Helena Learning Center (HLC): 940 N. Roberts St.

EXPECTED REQUIREMENTS & RESPONSIBILITIES OF CONTRACTOR

Please note: All of the services listed below are expected to be fulfilled by the awarded/winning Contractor. In order to be considered for this contract opportunity, the respondent must possess a minimum of five (5) years of experience providing services similar to those described below, citing professional references (4) as described in the "Statement of Qualifications" on page 8. The items listed below function to also serve as an in-depth encapsulation of HHA's current and prospective technological environment.

1. Perform LAN/WAN Management and troubleshooting to include administration and implementation of network fixes, updates, etc. when requested;
2. Perform front line support for all computer-related issues in the absence of, or otherwise by direction from, HHA's Executive Director, Administrative Manager, or designee;
3. Provide the ability and services necessary to perform maintenance and support of all company hardware & software (i.e. Cloud services, Remote Desktop Services (RDS), Microsoft Office 365 (MO365) and all related products (e.g. Windows, SharePoint, Teams & Teams Cloud Phone System), Exchange, Entra and domain controls/backup), data & backup, personal computers & laptops, tablets, copiers/printers, phones, and other IT peripherals throughout the agency.
 - a) The desired firm must have the ability to assist users in troubleshooting Operating System (OS) issues and other related problems such as printer drivers, network clients, user accounts, and MO 365 products and administration as requested or otherwise needed;
4. Provide the Agency with support for its current Security Camera Systems at its Stewart Homes, MEA, and HLC sites, troubleshooting all matters of related software/hardware

5. and battery/data backups, as is possible, working in conjunction with HHA-approved system vendors/technicians as needed;
6. Provide the Agency with support for its current Wireless Internet service (Datto), troubleshooting all matters of related software/hardware;
7. Provide the Agency with support for its current Building Management systems (i.e. MetaSys) and Door Security System (p2000), troubleshooting all matters of related software/hardware and battery/data backups as is possible, working in conjunction with HHA-approved system vendors/technicians as needed;
8. As applicable, provide the Agency with support for its current copy machines and printers that function as network devices and that may or may not reside on Managed Print Service (MPS) plans (including providing options and support for any transition to/from such plans);
9. When requested by HHA's Executive Director and/or Administrative Officer, serve as the primary agency representative for service provider (e.g. ISPs and phone service (i.e. Spectrum/Charter)) issues;
10. Provide after hours and weekend support as needed;
11. Provide advice, design recommendations, and additional network analysis as needed;
12. Provide offsite and/or cloud backups of the agency network, including recommending and performing improvements, updates, upgrades to physical system battery back-ups, system files, and security camera system video files;
13. Provide guidance on domain and website hosting, including serving as an administrative resource for HHA's WordPress website;
14. Manage, secure, and update certificates and volume licensing for software necessary for office efficiency and effectiveness, virus/malware protection (e.g. TrendMicro, MalwareBytes, IRONSCALES), wireless connectivity, VPNs, RDPs, or other requested options for remote access, (e.g. SonicWall NetExtender);
15. Assist HHA with purchasing through avenues for purchasing and cost-savings that may be advantageous to the Agency, including contracting alliances (e.g. Western States Contracting Alliance), discounted software provider sources (e.g. TechSoup), or other options available to the Agency because of its federal funding and quasi-governmental, non-profit status;
 - a) These avenues are to inform long-term planning and savings solutions that include but are not limited to aging-out existing machines and upgrading, replacing, refurbishing, and transitioning equipment and related physical and virtual systems and tools to serve the Agency as advantageously as possible;
 - i. These avenues may also include the transition to new hardware and software for the use of mobile applications/functionalities tied to new or existing web-based tools (i.e. Yardi Inspection Mobile and Yardi Mobile Maintenance); and

16. Make professional recommendations per industry standards and information gathered from system issues and reviews to continually maintain and improve the Agency's IT systems and capacity as may be necessary to ensure the effectiveness of its IT systems and hardware (and thus all of the Agency's employees and their service to HHA clients and the community).
 - a) This includes, but is not limited to, the introduction to and potential implementation of items to increase Agency efficiency and security. Examples of increases to Agency security might include, but are not limited to:
 - i. Anti-phishing, Anti-virus, Anti-spyware & Anti-malware software/tools
 - ii. Encryption software/tools
 - iii. Security training for HHA staff
 - iv. Multi-factor Authentication (MFA)
 - v. Endpoint Protection
 - vi. Cloud-based data backup and recovery
 - vii. Network segmentation and segregation

MINIMUM REQUIREMENTS

1. Five (5) Years of knowledge and experience with the following:

- a) Computer, printer, and telephone hardware installation and physical troubleshooting
- b) Physical and virtual diagnostics and repair of computers, printers, telephones, etc.
- c) Installation, troubleshooting, and supporting of operating systems, desktop applications, and software
- d) Administration and implementation of networks, including installation and troubleshooting of printers and remote machines (virtual and physical)
- e) Expert-level ability with Microsoft technologies (*previously based upon certifications (MCSA, MCSE, and MCSA) including Data Management, Virtualization, Productivity, Cloud Technologies, and Networking - i.e. all things Microsoft Windows, including role-based certifications as necessary*)
- f) VMware Workstations, Server Applications, maintenance, and troubleshooting
- g) Virtual Servers (VS), VS Applications, and VS Management Tools

HHA will evaluate proposals based on the firm's / individual's ability to adequately provide these components, as well as suggest additional services that may meet currently un-established needs, in the best interest of the HHA. The components will be scored TOGETHER with the goal of one firm/individual providing all Network & Computer Support Services.

**RATING FACTORS TO BE USED IN
OFFEROR EVALUATION**

For

HHA-FY27-RFP-001: NETWORK & COMPUTER SUPPORT SERVICES

All proposals received by the specified date and time will be referred to a selection committee for tabulation, review, and subsequent recommendations for action. **A two-year contract will be awarded to the responsible individual/firm whose qualifications are most advantageous to HHA, with price and other factors considered.**

The “Best and Final Offer” is an option available to Helena Housing Authority (HHA) under the RFP process which permits HHA to request a “Best and Final Offer” from one or more Offerors. A request for a “Best and Final Offer” does not imply selection or contract award.

Although the following criteria will be used in making the selection, no single criterion will be the determining factor in the selection of Offerors with whom the HHA may commence negotiation of the agreements or in the final selection of which proposal best responds to all the needs of Helena Housing Authority.

Proposals will be evaluated in the following manner:

NO.	ITEM DESCRIPTION	POINTS
1.	<u>Statement of Qualifications</u> : Company and staff qualifications, experience/licensures, demonstrated ability to provide requested services identified within, and in addition to, the Scope of Work	25
2.	<u>Responsiveness/Approach & Service Options</u> : Including, but not limited to, description or plan exemplifying capability/willingness to respond to the Scope of Work, as well as fluctuating, de-escalating, and/or special service needs that may arise or alternative services not described in this RFP	25
3.	<u>Cost of Service & Response Schedule</u> : Service & Response Schedule, billable employee rates, and options for bulk labor hour purchasing	25
4.	<u>References (4)</u> : Exemplifying experience providing Network & Computer Support Services to public/housing agencies, and/or single and multi-family landlords, or similar clients within the past five (5) years	15
5.	Proposal Clarity and Responsiveness	10
TOTAL		100

Added Factors/Points

1.	Minority Participation	5
2.	Section 3	5

SUMMARY OF SUBMISSION REQUIREMENTS

QUALIFIED FIRMS AND INDIVIDUALS MUST SUBMIT THE FOLLOWING FOR THEIR RESPONSE TO BE CONSIDERED:

PROPOSAL PACKAGE

- ☐ A **Letter of Intent/Cover Page** briefly describing Offeror's desire to submit a proposal;
- ☐ A clearly identified and detailed **Statement of Qualifications** (to include all items and information outlined in Section 2 of Pages 7-8 of this RFP);
- ☐ A proposal summary highlighting what makes your firm a superior choice for HHA and any value-added services not covered in the Scope of Work which your firm can offer the HHA
- ☐ The original **signed** and **notarized** Affidavit of Non-Default form;
- ☐ The original **signed** and **notarized** Form of Non-Collusive Affidavit;
- ☐ The original **signed** Certifications and Representations of Offerors - **HUD form 5369-C**; and
- ☐ **Proof of required licenses and insurances**, including those for subcontractors Offeror intends to use on the project (subject to approval by HHA)

PLEASE REMEMBER!

Proposals must be:

- ☐ Received by 4:30PM, Wednesday, August 19, 2026
- ☐ Submitted electronically (via secure email link, on-line portal, Shared PDF, Dropbox, or similar) to moneil@hhamt.org with the subject line: "Response to HHA-FY27-RFP-001: Network & Computer Support Services".
 - **Please note: Offerors are responsible for confirming receipt of electronic submittals.**

Questions Deadline:

Please submit any questions no later than 5:00PM Mountain Time on Thursday 8/13/26 to moneil@hhamt.org, with the subject line: "HHA Network & Computer Support Services RFP Question".

Attachment A

Affidavit of Non-Default

AFFIDAVIT OF NON-DEFAULT

State of _____

County of _____

_____ being first duly sworn, deposes and says:
(Printed Name)

That he/she is _____;
(e.g. Owner, Partner, Officer, Agent, Representative, etc.)

In the firm doing business as _____;
(Name of firm)

and makes the following representation:

“The firm’s current standing with HUD assures the firm has no legal action pending regarding work process and procedures and no felony conviction records.”

Signature: _____

Owner (if the bidder is an individual)

Partner (if the bidder is a partnership)

Officer (if the bidder is a corporation)

Subscribed and sworn to before me this _____ day of _____, 2026.

(Notary Public)

My commission expires: _____

Attachment B

Form of Non-Collusive Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____,

_____ being first duly sworn, deposes and says:
(Printed Name)

That he/she is _____
(e.g. Owner, Partner, Officer, Agent, Representative, etc. of Company/Firm Name)

and makes the following representations:

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

Signature: _____

Owner (if the bidder is an individual)

Partner (if the bidder is a partnership)

Officer (if the bidder is a corporation)

Subscribed and sworn before me this _____ day of _____, 2026.

(Notary Public)

My commission expires: _____

Attachment C

HUD 5369-B: Instructions to Offerors (Non-Construction)

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:]

Attachment D

HUD 5369-C: Certifications and Representation of Offerors

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

(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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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: