



**Request for Proposals (RFP) for  
Technical Assistance  
Related to Multifamily Rental Housing**

**SCHEDULE**

**Issued: September 21, 2022**

**Deadline for Questions: October 4, 2022**

**Posting of Responses to Questions: October 7, 2022**

**Proposals Due: October 18, 2022**

**MaineHousing Contact Person: Adam Krea**

**E-mail: [akrea@mainehousing.org](mailto:akrea@mainehousing.org)**

**NONDISCRIMINATION NOTICE:**

*Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Lauren Bustard, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711.*

**CONSULTANT INFORMATION SHEET**  
for  
**Maine State Housing Authority's RFP for Technical Assistance**  
**Related to Multifamily Rental Housing**

Provide the following information and include this completed and signed Consultant Information Sheet at the front of any proposal.

<b>General Information</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>General Phone Number</b>	
<b>Website</b>	
<b>Toll-free Number (if any)</b>	

<b>Contact Person for Questions</b>	
<b>Name and Title</b>	
<b>Address</b>	
<b>E-mail address</b>	
<b>Phone</b>	

<b>Name, Title and Signature of Individual with Authority to Bind Consultant</b>	
<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Date</b>	

## **I. Introduction**

### **A. Overview**

In this *Request for Proposals for Technical Assistance Related to Multifamily Rental Housing* (the “RFP”), MaineHousing is seeking a qualified firm or individual (“Consultant”) to assist entities including, but not limited to, municipalities, regional economic development groups, and cultural organizations that are interested in working with a developer to provide housing; conduct outreach and training sessions for new or inexperienced developers; and provide technical assistance to new or inexperienced developers in order to facilitate a positive and productive development experience with MaineHousing-funded programs. MaineHousing is seeking a Consultant with both general affordable housing finance knowledge and knowledge of MaineHousing’s programs, funding sources, and general operations.

### **B. About MaineHousing**

MaineHousing is an independent state agency of approximately 190 staff located in Augusta, Maine that bridges public and private housing finance to benefit Maine’s low and moderate-income people. MaineHousing brings millions of dollars in new private and federal housing funds to Maine to create safe, affordable and warm housing, and its mission is to assist Maine people in obtaining and maintaining quality affordable housing and services suitable to their housing needs. Additional information concerning MaineHousing can be found at [www.mainehousing.org](http://www.mainehousing.org).

## **II. Scope of Services**

The following describes in general the services the Consultant may be responsible for:

1. Provide intermediary services for communities that have an interest in developing affordable housing, but lack the capacity and expertise to carry out projects on their own and therefore seek a development partner;
2. Conduct information and training sessions in partnership with entities such as Maine Regional Planning and Development Authorities and Maine Municipal Association, geared toward less experienced developers on how to put small-scale projects together and access MaineHousing and other funding programs; and
3. Work directly with less experienced developers to provide technical assistance for those aspiring to participate in MaineHousing and other funding programs.

## **III. Selection Factors**

MaineHousing will generally use the following criteria to rank proposals; however, MaineHousing reserves the right to evaluate the ranking of proposals based on factors beyond the listed criteria.

1. Qualifications of firm or individual:
  - a. Prior experience with consulting on the development of affordable rental housing and affordable housing finance;
  - b. Prior experience with MaineHousing programs and funding sources; and
  - c. Statement of Qualifications for staff to perform the Scope of Services, including the team members’ demonstrated ability, and years and type of experience.
2. Merits of Response to Scope of Services; and
3. Merits of Fee Proposal.

#### **IV. Selection Process**

An evaluation committee consisting of MaineHousing staff will review all proposals. The evaluation committee may contact the references provided by Consultant, contact Consultant to clarify any response, and obtain information from any available source concerning any aspect of a proposal. MaineHousing may request any Consultant to present to the evaluation committee as part of the selection process.

Consultant is cautioned that the evaluation committee is not required to ask for clarifications or information that is essential for a complete and thorough evaluation of Consultant proposals. Therefore, all proposals should be complete when submitted.

MaineHousing intends to select the proposal or proposals that provide the best value in meeting MaineHousing's business objectives identified in this RFP. MaineHousing will also take into account the detail and completeness of proposals.

Subject to the reservation of rights and the other terms and conditions of this RFP, MaineHousing will select the Consultant or Consultants whose proposal is most advantageous to MaineHousing. Any award is contingent on successful negotiation of the final contract terms. In no event will any claimed obligations of any kind be enforceable against MaineHousing unless and until MaineHousing and the selected Consultant enter into a written contract. This RFP and any successful Consultant's proposal, as may be modified pursuant to this RFP, will be incorporated by reference into and be part of any contract between MaineHousing and the Consultant. MaineHousing will determine a detailed work plan with any selected Consultant prior to initiating services to help maximize efficiency for the Consultant and MaineHousing.

#### **V. Proposal Submission Requirements**

##### **A. Demonstration of Qualifications**

Submit the following:

- a. Qualifications and Experience:
  - i. Resume describing qualifications of the person(s) who will provide the services
  - ii. If a firm/organization, resumes of the person who will manage the project and all key staff who will work on the project and a description of capacity to perform the work
  - iii. Relevant experience in providing each of the items set in the Scope of Services
- b. Equal employment opportunity and affirmative action policy
- c. Evidence of liability insurance, including amount, period of coverage, and any limitations
- d. Commitment to providing services that will benefit MaineHousing through the expansion of experienced developers and increasing the number of affordable housing projects with a successful outcome

##### **B. Response to Scope of Services**

Address with respect to each item in the Scope of Services:

- a. Who will perform the item and their availability
- b. How you envision performing the item
- c. How you will ensure timeliness in performance

**C. Consultant Fee Proposal**

Include all costs to perform the scope of services, including all labor, materials, travel, communications, and any additional costs.

State the basic assumptions on which your figures are predicated and any factors that would affect the proposal.

Fee proposals should be listed as lump sum fee when possible. Also include all hourly rates for key staff assigned.

If multiple and distinct service delivery scenarios are given, please price separately in your fee proposal with pertinent assumptions listed for each scenario.

**D. Business References**

Consultant must provide a minimum of three (3) business references from clients that received services from Consultant or key staff who will perform services under this RFP. Please attach additional pages, if necessary.

Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Email address:	
Services Description	
Brief description of services performed:	
Services start and end dates:	
Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Email address:	
Services Description	
Brief description of services performed:	
Services start and end dates:	
Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Email address:	
Services Description	
Brief description of services performed:	
Services start and end dates:	

MaineHousing reserves the right to contact and verify any and all references listed.

**E. Conflict of Interest**

State whether Consultant, any principal or affiliate of Consultant, or anyone who will be paid for work on the contract has business ties, familial relationships, or other close personal relationships with a current MaineHousing employee or commissioner or anyone who was a MaineHousing employee or commissioner within the past year. Yes\_\_\_\_\_ No \_\_\_\_\_

If yes, describe here:

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**F. Submission**

Applications must be submitted as a PDF to **Adam Krea, Senior Director of Finance and Lending**, via email at [akrea@mainehousing.org](mailto:akrea@mainehousing.org) no later than 5:00 p.m. EDT on Tuesday, October 18, 2022.

**VI. Questions and Clarifications.**

All questions or requests for clarification shall be submitted by e-mail to **Adam Krea, Senior Director of Finance and Lending**, at [akrea@mainehousing.org](mailto:akrea@mainehousing.org) no later than close of business (5:00 p.m. EST) on Tuesday, October 4, 2022. MaineHousing will respond in writing to questions that MaineHousing deems relevant and material to this RFP by providing a list of such questions and MaineHousing’s responses to all Consultants no later than Friday, October 7, 2022. Any responses provided by MaineHousing to questions from Consultants will become part of this RFP.

**VII. General Terms and Conditions**

**A. Review and Compliance**

It is the responsibility of each Consultant to review this entire document, including any links or attachments, and comply with all requirements of this RFP.

***Please Note:*** Consultant contact with any MaineHousing employee or other MaineHousing representative concerning this RFP other than the MaineHousing contact person named on the cover page may be grounds for rejection of Consultant’s proposal.

**B. Proposal Valid for 45 Days**

All proposals submitted by Consultants and received by MaineHousing will be treated as offers to contract. Consultant’s proposal must remain open from the time of receipt of the proposal by MaineHousing through a minimum of 45 days after the date of Consultant’s service demonstration pursuant to this RFP and may not be unilaterally modified by Consultant during that period. Alterations, modifications or variations of a proposal after the submission deadline will not be considered by MaineHousing unless authorized by an amendment or addendum to this RFP issued by MaineHousing. In the case of any award pursuant to this RFP, the awarded Consultant must keep in effect all proposal terms, including pricing, throughout any contract negotiations.

### **C. Term**

The term of any contract awarded pursuant to this RFP will be one (1) year from the date the contract is executed by Consultant and MaineHousing. MaineHousing will have the sole right and option to extend the contract for two (2) additional terms of one (1) year each, which, together with the initial contract term, will not exceed a total of three (3) years.

### **D. Costs of Proposal Development**

Costs of developing and delivering proposals pursuant to this RFP and providing service demonstrations are solely the responsibility of Consultants. MaineHousing is not liable for any expense incurred by Consultants in the preparation, delivery or presentation of their proposals or in connection with any service demonstrations.

### **E. Proposal Materials**

All proposals submitted, including all items and materials submitted as part of the proposals, become the property of MaineHousing, whether or not selected. Proposal materials may be appended by MaineHousing to any contract between MaineHousing and the Consultant providing such materials.

### **F. Maine Freedom of Access Act**

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

### **G. Protest Procedures**

Protests of any award made pursuant to this RFP must be submitted in writing to MaineHousing at the address given on the cover page of this RFP to the attention of: Director. To be considered, protests must be received by MaineHousing within fifteen (15) calendar days from the date of notification of the contract award and provide specific reasons and any supporting documentation for the protest.

## **VIII. Rights Reserved by MaineHousing**

In addition to the rights reserved by MaineHousing elsewhere in this RFP, MaineHousing reserves the right:

- To adjust the timetable for this RFP as deemed necessary.
- To waive informalities and minor irregularities in proposals received.
- To reject and not consider any or all Consultants who do not meet the requirements of this RFP, including but not limited to incomplete responses and/or non-responsive proposals.
- To reject any or all proposals received and not to award a contract pursuant to this RFP, or to cancel or terminate this RFP process at any time, whether before or after any proposals have been submitted or received, if deemed by MaineHousing to be in its best interest.

- To negotiate price or other factors included in any proposal submitted to MaineHousing, and in the event MaineHousing is, in its sole discretion, unable to negotiate a mutually satisfactory contract with any successful Consultant under this RFP, to negotiate with another Consultant or cancel this RFP and not award a contract to any Consultant.
- To reject the Consultant selected pursuant to this RFP and to offer a contract to another Consultant in the event the selected Consultant does not enter into the required contract.
- To negotiate directly with one Consultant if the responses to this RFP demonstrate a lack of competition.
- To enter into a contract with multiple Consultants.
- To divvy up projects or items in the Scope of Work among Consultants.
- To correct or amend this RFP. In no case will this RFP be amended within seven (7) days of the proposal submission deadline unless the amendment includes an extension of time. MaineHousing will not be liable for any costs incurred as a result of changes to this RFP.



**APPENDIX A**  
**CONSULTANT CERTIFICATION FORM**

<b>Consultant Name</b>	
<b>Consultant Address</b>	

The undersigned Consultant represents and certifies as follows:

1. The prices in this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Consultant or potential Consultant.
2. No attempt has been made at any time to induce any firm or person to submit any intentionally high or noncompetitive proposals or to otherwise submit or refrain from submitting a proposal for the purpose of restricting competition.
3. Consultant has not given, and will not give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any employee or representative of MaineHousing in connection with this RFP.
4. Consultant acknowledges that MaineHousing will determine whether a conflict of interest exists and that MaineHousing reserves the right to disqualify any Consultant on the grounds of actual or apparent conflict of interest.
5. Consultant has not employed or retained any person or entity to solicit or obtain any contract resulting from this RFP and has not paid or agreed to pay to any person or entity any commission, percentage, brokerage or other fee contingent upon or resulting from the award of any such contract.
6. Consultant understands and acknowledges that the representations in its proposal are material and important and will be relied on by MaineHousing in evaluating the proposal. Consultant certifies that, to the best of its knowledge, all of the information contained in its proposal is true, correct and complete, and acknowledges that any intentional misrepresentation by Consultant will disqualify Consultant from further consideration in connection with this RFP.
7. Consultant shall maintain in trust and confidence, and shall not disclose to any third party, except as such disclosure may be authorized in writing in advance by MaineHousing and shall not use for any unauthorized purpose, any and all information, documents and data received or obtained from or on behalf of MaineHousing. Consultant may use such information, documents and data only to the extent required for the purposes described in this RFP. Consultant shall adhere to all security, confidentiality and nondisclosure policies and procedures required by MaineHousing for the protection of such information and data from unauthorized use and disclosure and from loss.
8. The undersigned individual is legally authorized to sign this Consultant Certification Form for and on behalf of Consultant and to bind Consultant to the statements made herein.

<b>Name, Title and Signature of Individual with Authority to Bind Consultant</b>	
<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Date</b>	

**END OF RFP**