

Request for Qualifications
for
Developer Partner(s)

For the Rental Assistance Demonstration (RAD)

for the
Little Rock Housing Authority
D/B/A
Metropolitan Housing Alliance
and
Central Arkansas Housing Corporation

Proposal No. MHA-2021-05

Metropolitan Housing Alliance

100 S. Arch Street

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(501)340-4834

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ATTACHMENTS:

1. Instructions to Bidders for Contracts —HUD 5369
2. Instructions to Offerors (HUD 5369-B)
3. Statement of Offeror's Qualifications Professional Services Opportunity (Your firm's statement)
4. Form HUD 5369A Representations, Certifications & Other Statements
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10. Form HUD 5369-C Certifications and Representations of Offers

Solicitation Summary

The Housing Authority of the City of Little Rock D/B/A Metropolitan Housing Alliance (“MHA”) and Central Arkansas Housing Corporation (“CAHC”) are seeking responses from qualified Developer Partners to participate in the Rental Assistance Demonstration (“RAD”) Program. MHA was selected to participate in the Demonstration Program and has completed six (6) sites with a total of 651 units. The RAD application conversions currently pending include four (4) sites, totaling 224 public housing units. The Housing Authority is considering a combination of renovation and new construction using bonds, tax-credits and FHA financing. In addition to the ten applications noted above, MHA also has the intent to submit additional RAD applications to HUD for approval. As a result of the most recent changes in the RAD program, MHA has made a decision to move its entire public housing portfolio into RAD. The selected developer(s) will assist MHA and CAHC in evaluating and analyzing public housing conversion options for Madison Heights I, Madison Heights II, and Homes at Granite Mountain and Granite Mountain Senior. MHA and CAHC reserve the right to select one respondent or make multiple awards based upon its needs and priorities. While MHA and CAHC prefers that the Developer partner be willing to assist with the development of all RAD sites, responses addressing a portion of the sites will also be considered.

We are seeking a developer who can provide financial resources to assist with the development of these projects. MHA prefers to undergo a ‘comprehensive portfolio’ RAD conversion, converting public Housing to Section 8 project based. The Developer Partner will assist MHA and CAHC through this process and advise MHA and CAHC staff on financing strategies, RAD rules and regulations, and the application process. It is important to MHA and CAHC that the conversion of 4% deals will result in communities of mixed income to include market rate, affordable and tax credit properties. To create the desired results will require comprehensive planning and leveraging resources and coordination of planning efforts for the selected sites. Through this process, MHA and CAHC desire to diversify income mix of the housing units produced.

Respondents must include corresponding resumes, and evidence of recent successful experience in financing, developing, rehabilitating, constructing, owning and/or operating similar properties. Respondents must demonstrate they have experience with at least three HUD mixed finance or project-based voucher transactions.

Following the submission of responses on December 9, 2021, MHA will make a decision based on the requirements and evaluation criteria contained within RFP MHA-2021-05. The tentative contract award, pending the anticipated Metropolitan Housing Alliance Board approval on or before December 20, 2021.

Details of the RFQ (Request for Qualifications MHA-2021-05 can be obtained on MHA's Website under the Business with MHA tab. Please direct all inquiries regarding Request for Proposal No. MHA-2021-05 to the following contact(s):

Jada Johnson
Contract and Procurement Coordinator
Metropolitan Housing Alliance
100 S. Arch Street

Little Rock, AR 72201

jjohnson@mhapha.org

MHA will acknowledge responses received on or before December 9, 2021, at 2:00 P.M. (CST). Responses received after this date and time will not be accepted.

MHA and CAHC reserve the right to reject any or all responses, to advertise for new responses to accomplish this solicitation by any means determined to be in the best interest of MHA and CAHC. MHA staff will evaluate responses to determine the best response to satisfy the needs of MHA and CAHC.

MHA PROPOSAL #2021-05 SCHEDULE OF EVENTS:

Issue Date of RFQ	November 16, 2021
Deadline for Submission of Questions	December 3, 2021, at 5:30 p.m. CST
MHA Response to Questions Issued	December 6, 2021, at 5:30 p.m. CST
Deadline for Submission of Responses	December 9, 2021, at 2:00 p.m. CST
Interviews (Optional)	December 13, 2021 and December 14, 2021
Award Date	December 15, 2021
Deadline for Objections to RFQ	December 20, 2021
Earliest Possible Contract Start Date	December 20, 2021

PART 1 - GENERAL INFORMATION

1.1 Executive Summary

Metropolitan Housing Alliance (MHA) and Central Arkansas Housing Corporation (CAHC) are seeking a Developer Partner to partner in the development of the RAD Sites, as well as the development of other potential sites.

MHA provides affordable (low) income housing to people in the City and County of Little Rock, Pulaski, and surrounding areas. MHA is committed to providing quality, affordable housing in healthy neighborhoods through partnerships with our residents and other groups, fostering neighborhood development and opportunities for those we serve to achieve self-sufficiency. MHA receives funding through the Federal Housing and Urban Development Department (HUD) to administer the Section 8 and Public Housing Programs, as well as a host of affordable housing initiatives.

MHA also has within its portfolio a non-profit and multi-family tax credit program. The Multi-family Tax Credit properties within our portfolio include 985 units in ten communities in the City and County of Little Rock, Pulaski of which 161 are public housing units.

MHA employs approximately 26 individuals and contributes economically to the City of Little Rock through our employment base, infusing an average of \$20 million annually into the local economy directed toward the purchase of goods and services, payroll, development of new housing, and through payments in lieu of taxes. The MHA also provides community impact through services offered to the residents and larger community to assist in the process of self-sufficiency. These services are made possible through strong collaborations with community partners. Services include Homeownership, Elderly Services, Resident Association Support, and Self-Sufficiency Programs. To assist in these endeavors, we solicit the support of community agencies that also provide opportunities for job training, education, life skills and other supportive services to assist in the journey to self-improvement.

The MHA envisions that the selected developer partner(s) would be responsible for working with the MHA and its related entities, including CAHC, (MHA and its related entities, as used collectively herein, the "Housing Authority") in arranging the appropriate financing for all phases of development in conjunction with the development of the RAD Sites. The developer partner would also be responsible for securing tax credits as well as other financing. The Housing Authority may select one or more than one developer partner(s) that will be responsible for partnering with the Housing Authority for the development of some or all of the RAD Sites and other potential development sites. The Housing Authority, in its sole discretion, will determine the extent of the role the developer partner(s) will play in each component of the development, as it may differ based upon the conversion strategy for each site.

We are seeking a developer who can provide financial resources to assist with the development of these projects. MHA prefers to undergo a ‘comprehensive portfolio’ RAD conversion, converting all Public Housing to Section 8 project based. The Developer Partner will assist MHA through this process and advise MHA staff on financing strategies, RAD rules and regulations, and the application process. It is important to MHA that the conversion of 4% deals will result in communities of mixed income to include market rate, affordable and tax credit

properties. To create the desired results will require comprehensive planning and leveraging resources and coordination of planning efforts for the selected sites. Through this process, MHA desires to diversify income mix of the housing units produced.

1.2 Housing Authority of the City of Little Rock

Within our housing portfolio MHA has low-income housing in three program areas: The Leased Housing Program which manages 448 units and 651 Project-Based Vouchers on various sites. The Public Housing Program has 248 units in 5 communities in the City of Little Rock, AR, Pulaski County. The Section 8 Program administers 2,913 Housing Choice Vouchers (HCV).

1.3 Rules, Regulations and Licensing Requirements

The Offerors shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services to be provided. The respondent(s) must not be debarred, suspended, or otherwise ineligible to contract with MHA, and must not be included on the General Services Administration's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" or HUD's Limited Denial of Participation List.

1.4 Contract Form and Issues

No contractual rights shall arise from the process of negotiation until such time as MHA, CAHC, and the selected Developer Partner or Partners have signed an agreement. Work under the agreement shall commence immediately upon execution of such agreement. Parties further concur that the Metropolitan Housing Alliance must approve the agreement, and both agree to work diligently to implement changes as required. Questions about how to interpret this RFQ may arise, and, if so, respondents should submit questions by December 3, 2021, 5:30 p.m. CST in writing via e-mail to jjohnson@mhapha.org. MHA shall respond to all questions no later than December 6, 2021, 5:30 p.m. CST in writing via posting(s) on the MHA website in the form of one or more addenda.

1.5 Contact with the Metropolitan Housing Alliance, Staff, Board of Commissioners, and Residents

During the solicitation process period and subsequent evaluation process, offerors shall not make any contact regarding this REQUEST FOR QUALIFICATIONS with the MHA staff, Board of Commissioners, or residents other than those identified in the Solicitation Summary of this Request for Qualifications.

1.6 Incurred Cost in Preparation of Responses

The Developer Partner(s) shall be responsible for all costs in preparing a response to this REQUEST FOR QUALIFICATIONS. All material and documents submitted by prospective developer partner(s) shall become property of the MHA and will not be returned. The developer partner(s) selected for further interviews and negotiations shall be responsible for all costs incurred during those processes.

1.7 MBE/WBE Utilization and Resident Employment Goals

MHA is committed to achieving diversity in the award of contracts and in the purchase of goods and services throughout all aspects of the development initiatives. It is the policy of MHA to provide minorities and women equal opportunity to participate in all aspects of MHA contracting and purchasing programs, including but not limited to participation in procurement contracts for commodities and services as well as for contracts relating to construction, repair work, and/or leasing activities.

It is further the policy of MHA to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination.

MHA, in cooperation with other local, state, and federal agencies, and with the assistance of minority groups and agencies, will actively seek and identify qualified minority and women business enterprises and offer them the opportunity to participate as providers of goods and services.

Even though MHA has not established any specific goals for MBE/WBE utilization, it is expected that Offerors will submit, as a part of their response to this RFQ, their goals for this particular project.

PART II - PROJECT INFORMATION

2.1 General Overview

- A. All communications regarding this RFQ shall be in writing, preferably by email, and must be directed to the following Point of Contact for this RFQ.

Jada Johnson
Contract and Procurement Coordinator
Metropolitan Housing Alliance
100 S. Arch Street.
Little Rock, AR 72201
jjohnson@mhapha.org

- B. Oral Communications: Any oral communications shall be considered unofficial and non-binding with regard to this RFQ.
- C. Questions/Clarifications Submission Deadline: Any questions or requests for clarification shall be directed to the Point of Contact via email on or before December 3, 2021 at 5:30 p.m.
- D. Delivery Requirement: Each Respondent Shall assume the risk of the method of dispatching any communication or response to MHA and/or CAHC. MHA and CAHC assume no responsibility for delays, delivery or system failures resulting from the dispatch.
- E. Reservation of Rights: MHA reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- F. Amendments: Only MHA's official responses and other official communications pursuant to this RFQ Shall constitute an amendment to this RFQ.
- G. Only MHA's official, written responses and communications shall be considered binding with regard to this RFQ. MHA reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFQ (e.g., written, facsimile, electronic mail, posting on MHA's website or other electronic means).
- H. Modification of Solicitation: MHA and CAHC reserve the right to increase, reduce, add, or delete any item, service or activity to this solicitation as deemed necessary where it is consistent with MHA's policies or strategies to do so.
- I. Modification of Contract: MHA and CAHC reserve the right to increase or delete any scheduled items, goods, services or activities, and/or increase or reduce the quantity of any scheduled item, goods, service or activity as deemed necessary, to award portions of this RFQ, to waive minor informalities and technicalities, and to make awards consistent with MHA's policies, and the applicable laws governing HUD or other federally regulated programs.
- J. Contractor Status: The Contractor Shall be an independent Contractor and will not be an employee of MHA.
- K. Funding Limitations: MHA and CAHC Shall not be bound to any contract if funding has been disallowed by HUD.
- L. Government Restrictions: In the event any governmental restrictions may be imposed, which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent(s) to immediately notify MHA and CAHC in writing specifying

the regulation which requires an alteration. MHA and CAHC reserve the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to MHA or CAHC.

- M. Section 3: The successful Respondent(s) shall comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701U, and the regulations issued pursuant thereto, as set forth and revised on March 25, 2021, in 24 C.F.R. Part 75, and all applicable rules, directives and orders issued by HUD thereunder. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment generated by a Section 3 covered contract be given to public housing residents and other low-income persons residing in the metropolitan area, and subcontracts in connection with such contracts be awarded to Section 3 covered business concerns.
- N. Due Diligence: All procurement transactions shall be conducted only with responsible contractors, that is, those Contractors who have the technical and financial competence to perform and who have a satisfactory record of integrity and performance. Where warranted and before awarding a contract, MHA and CAHC shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over \$100,000 in total contract value). Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. MHA shall not contract with firms and/or individuals listed on List of Parties Excluded from Federal Procurement and Non-procurement Programs. If a prospective Contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

2.2 General Scope of Services

The Housing Authority is seeking statements of qualifications from experienced professional developer partner(s) of affordable housing that can provide the necessary expertise to plan, finance, and implement innovative development for the RAD Sites and other potential development sites. The sites of specific interest are Madison Heights I, Madison Heights II, Homes at Granite Mountain and Granite Mountain Senior. We are seeking a developer who can provide financial resources to assist with the development of these projects. MHA and CAHC prefer to undergo a 'comprehensive portfolio' RAD conversion, converting public Housing to Section 8 project based. The Developer Partner will assist MHA and CAHC through this process and advise MHA and CAHC staff on financing strategies, RAD rules and regulations, and the application process. It is important to MHA and CAHC that the conversion of 4% deals will result in communities of mixed income to include market rate, affordable and tax credit properties. To create the desired results will require comprehensive planning and leveraging resources and coordination of planning efforts for the selected sites. Through this process, MHA and CAHC desire to diversify income mix of the housing units produced.

MHA and CAHC are soliciting responses to this Request for Qualifications (“RFQ”) from qualified firm(s) to provide:

Consulting and related technical advisory services to evaluate the feasibility and applicability of implementing a Rental Assistance Demonstration Program (“RAD”) at one or more of MHA and CAHC’s communities and facilitating one or more RAD applications.

Technical guidance on the transition of any community or communities to the RAD Program; and provide other technical assistance as MHA seeks to reposition its public housing units and other assets under RAD or other U.S. Department of Housing and Urban Development (“HUD”) programs.

Provide solicitation for required financing options available through Tax Credit, private and FHA financing sources.

The successful firm(s) must possess or have available consulting and technical expertise in the following HUD Programs, HUD Regulations, and related areas: Rental Assistance Demonstration (“RAD”), Low Income Public Housing Program, Housing Choice Voucher Program, Choice Neighborhoods Grants, Tax Credits, and related conversion/repositioning of affordable housing and/or public housing units/communities. The firm(s) must also excel in preparing RAD applications, low-income housing tax credit applications and providing technical guidance to housing authorities regarding RAD conversion and other development/repositioning initiatives. This solicitation is subject to the project budget and fiscal provisions under which MHA and CAHC operate and award of a contract, subject to funding availability and MHA and CAHC’s determination, in their sole and absolute discretion, of their needs.

MHA and CAHC expect the selected developer to be a partner for the Rental Assistance Demonstration conversion of public housing properties. MHA has additional properties that are not a part of the RAD conversion effort, which MHA envisions will be developed in the future.

MHA and CAHC anticipate that the following Public Housing Sites will be converted from Public Housing to Section 8 Project Based Units with the Rental Assistance Demonstration (RAD) Program with 4% Low Income Housing Tax Credits:

Site Name	PH Unit Count	Total Unit Count
Madison Heights I	59	140
Madison Heights II	38	101
Homes at Granite Mountain	40	53
Granite Mountain Senior	24	40

Please note that MHA and CAHC reserve the right to modify the above list by adding, removing, or swapping sites, however Madison I, II and Homes at Granite Mountain are MHA's highest priority. MHA desires to have an aggressive plan to address Madison I, II and Homes at Granite Mountain which includes the submission of a 4% tax credit application or applications. If necessary, MHA is willing to entertain the possibility of Phasing Madison I, II and Homes at Granite Mountain in order to address all 137 units and in addition, if necessary, will consider Bond and 9% tax credits in order to address the balance of any units left at Madison I, II and Homes at Granite Mountain after initial units might be addressed from one or more successful 9% tax credit applications. MHA also reserves the right to modify its plans on the above list to include bond and 4% tax credits if necessary.

MHA and CAHC also expects for the developer partner(s) to assist in the formulation of a viable relocation plan for public housing residents, when appropriate. Secondly, the developer partner(s) shall develop a financing plan and package specific to financing sources for the development projects. Third, the developer partner(s) shall be responsible for assisting the Housing Authority in the implementation and development of each development site.

2.3 Preferred Concept(s)

It is the intent for CAHC to serve as the property manager for the Low-Income Housing Tax Credit Units upon the exit of the Developer Partner at stabilization. With regard to fees, it is the expectation that there will be a Master Development Agreement executed between the Developer Partner, MHA, and CAHC, which will incorporate splits of developer fee and cash flow of 50/50 between MHA/CAHC and the Developer. Any incentive management fee afforded under a transactional closing, shall be structured in a manner such that revenues will be shared with MHA/CAHC. The Developer Partner shall make best efforts to solicit financial partners with willingness to incorporate such strategies.

2.4 Development Strategy

In undertaking this initiative, as well as the other potential development sites, MHA and CAHC's fundamental goal remains that of providing incentives for private investment in the surrounding area and a mix of market, affordable and some subsidized housing. However, MHA and CAHC are seeking a developer partner(s) that can provide creative and innovative ways of financing and developing our development properties in carrying out the mission of providing affordable housing within a mixed-income environment.

The Development Strategy must be taken to address the following:

- A. Integrating Section 8 and low-income housing tax credit rental units with the surrounding neighborhoods.
- B. Encouraging the development of mixed use and facilities that support the new residential community.

- C. Integrating new market-rate rental units within the existing low/moderate income areas through implementation of mixed income development strategies.
- D. Reflecting the architectural nature of the larger community, through new building designs.
- E. Building high quality housing that will be attractive, energy-efficient, and will have long-term viability without extraordinary capital improvement resources.
- F. Identifying new forms of ownership, management, financing, resident selection, and service delivery that will assist the Metropolitan Housing Alliance in carrying out its mission of providing high quality living environments for families.
- G. Leveraging funds to the maximum extent feasible by aggressively pursuing both the public (state, local, and federal) and private (foundations, conventional, equity, and debt, etc.) sources of funding.
- H. Ownership Structure:

The Developer Partner(s), CAHC, and MHA will develop an ownership structure that complies with all Federal regulatory requirements. The structure will identify and define the role of each entity involved. It is the intent of MHA and CAHC to negotiate a development agreement(s) with its developer partner or partners. MHA and CAHC reserve the right, in its sole discretion, to serve — through a related Housing Authority-controlled entity — to serve as co-general partner or serve as the general partner of each ownership entity, as applicable; provided, however, all ownership structures must be approved by HUD. MHA will favorably review creative responses that mitigate risk to the Housing Authority and provide significant fees to MHA and CAHC for each phase of the development.

The development of these sites may require a more complex ownership structure. Where possible, MHA desires to retain ownership of land and place the land into the development through a long-term ground lease.

2.5 Role of the Metropolitan Housing Alliance

The Housing Authority will play the following roles in the planned conversion of the RAD Sites, and the development of its other sites:

A. Housing Authority Role as Co-Developer and Receipt of Fees.

The Housing Authority expects to play a significant role in each phase of the conversion or development and may in its sole discretion, elect to serve through a related entity as a co-general partner of each phase owner entity. The Housing Authority expects to receive an appropriate portion of the developer fee and cash flow for each phase and will view responses that structure and budget such fees most favorably for the Housing Authority. However, the Housing Authority shall not provide guaranties or indemnify any third parties

and the developer partner(s) will be responsible for all such guaranties and indemnifications.

B. Deal Structure for RAD Sites and Other Sites

The Developer Partner(s) will be responsible for providing comprehensive development services with respect to the physical improvements on the RAD Sites. The Housing Authority will utilize a land lease agreement with each owner entity. As landowner and asset manager, the Housing Authority will be concerned about preserving long-term asset value through attentive property management and ensuring compliance with applicable HUD and Housing Authority management requirements. The exact terms and relationships for property management are to be negotiated. However, it will be the intent of the Housing Authority to negotiate a specific management initiative that will transition the responsibility of property management to the Housing Authority over an agreed upon period of time and upon mutually agreeable benchmarks that will be negotiated prior to each phase.

C. Relocation/Demolition

The MHA will maintain responsibility for all relocation and demolition activities. The Housing Authority will work with its selected Developer Partner(s) to ensure all relocation and demolition activities are consistent with all federal, state, and local requirements. Additionally, the selected Developer Partner(s) will work with the Housing Authority to monitor and track all relocation, demolition, and development activities to ensure all activities are implemented according to an agreed upon timeframe.

D. Cooperate with Developer to Obtain Low Income Housing Tax Credits

The Housing Authority will partner with the Developer Partner or Partners to obtain Low Income Housing Tax Credits ("LIHTC"). The Developer Partner(s) will be responsible for preparing the LIHTC application for review, comment and approval of MHA and CAHC . After receipt of MHA and CAHC's approval of an LIHTC application, the Developer Partner(s) shall be responsible for making timely application for tax credits to develop each tax credit phase of the conversion or development. The Developer Partner(s) may suggest an alternative financing structure when appropriate.

E. The Housing Authority may, in its sole discretion, use its bonding authority to secure bonds for assisting in financing all identified conversion or development projects.

F. Provide Housing Assistance Payments

Subject to funding availability and HUD requirements, the Housing Authority will make housing assistance payments toward the cost of operating the rental units in accordance with the RAD Program. The terms of the housing assistance payments will be contained in a housing assistance payment ("HAP") contract that will be negotiated between MHA and the owner entities for each phase of the conversion or development.

G. Asset Manager

MHA will continue to have asset management responsibilities related to the units under the HAP contract. As part of its asset management responsibilities, MHA will monitor and enforce the terms of its Ground Lease and the HAP contract with the owner entities for each phase of the conversion or development.

H. Option/Right of First Refusal

MHA or its affiliate Shall have a right of first refusal to acquire the property at the minimum price permitted under the Internal Revenue Code (i.e. existing debt plus exit taxes).

I. Legal Counsel

MHA and CAHC will retain Legal Counsel for the revitalization efforts for its sole use. The developer partner(s) has the responsibility of providing its own legal services.

2.6 Role of Developer Partner(s)

The Developer Partner(s) shall be a partner in the effort to revitalize the conversion or development sites and surrounding neighborhoods. For a mixed-income community the Developer Partner(s) shall be required to work closely with the Housing Authority and the surrounding community throughout the revitalization effort. The Developer Partner(s) will be responsible for:

- A. Preparing and submitting a complete RAD and tax credit application(s) to HUD and other appropriate agencies in a timely manner. However, some sites may have a previously submitted RAD application. Assist with financing plans to demolish and rebuild housing units for existing and/or new sites.
- B. Assist in securing financing in anticipation of one or more RAD applications or development projects Also, reviewing and providing guidance of all documents pertaining to temporary and permanent financing, loans, collateralization, and other financial strategies necessary for RAD or otherwise relating to the conversion/repositioning of MHA's inventory
- C. Complying with all representations, terms, conditions, and requirements set forth in the Housing Authority's RAD application, except for changes approved by the Housing Authority and HUD (if and as applicable).
- D. Complying with all requirements related to the HUD Rental Assistance Demonstration program, including but not limited to those set forth in HUD NE 2012-32 (RAD's Final Implementation Notice) and RAD Notice Revision 4 (H 2019-09 PIH 2019-23).
- E. Work closely with MHA's legal counsel regarding matters of financing structuring as it relates to IRS Code Section 42, IRS Technical Advice Memoranda (TAMs), other relevant Code Section and other applicable federal, state, and local regulations.

- F. The selected Developer Partner(s) will be responsible for any additional market analysis and appraisals to develop and obtain financing for any development phase of the conversion or development.
- G. Preparing applications to obtain 9% and/or 4% tax credits and bond application allocations from the Arkansas Department of Finance Authority (ADFA) in accordance with the qualified allocation plan. The Developer will also be responsible for soliciting, following approval of the solicitation process by HA, at least three tax credit syndicators to bid on the tax credits received for each LIHTC phase of the conversion or development. The Developer shall be responsible to incorporate all agreed to terms into any solicitation of tax credit syndicators and any subsequent Letters of Interest. The Developer shall provide the Housing Authority with the opportunity to review all syndication proposals and the Housing Authority shall have the right to approve the selection of each syndicator. Additionally, throughout the development process the Developer shall share all syndicator financial projections promptly upon request by the Housing Authority.
- H. Developing design and construction documents; obtaining Housing Authority approval, obtaining ADFA approval on low-income tax credit units, and obtaining City of Little Rock approvals and permits. If the Housing Authority elects in its sole discretion to pursue bond financing, the developer shall work with MHA on submission of application and approval for bonds.
- I. Determining realistic public and private financing sources, use, schedule, and availability, assembling financing packages, preparing necessary financing applications, and providing all necessary financial guarantees and assurances.
- J. Coordinating all development activities, including reporting and budget requirements, with the Housing Authority.
- K. Performing other miscellaneous services and other RAD consulting services as may be requested by MHA and CAHC, from time to time regarding the submitted RAD application(s).
- L. Developing and implementing a Section 3 Employment Program.
- M. The Housing Authority will rely upon the Developer to finance predevelopment activities but may in its sole discretion, provide other financial sources. The Housing Authority will look more favorably upon responses where the Developer is responsible for all predevelopment costs.
- N. Developing an approved conversion or Development strategy for development sites. All development plans shall be approved by the Housing Authority. All development strategies Shall include, but are not limited to:

Preparation of sketches and renderings, which will reflect the architectural character of any proposed new construction, in addition to any approved modifications to the Conversion or Development plans that has already been approved.

O. Identification of various options concerning the following:

1. Feasible financial resources needed and available to implement the plan (i.e. private market lenders, limited partnerships, bond financing, tax credits, Affordable Housing Act initiatives, federal insurance programs, and equity).
2. The plan must address financing in satisfaction of due diligence and the underwriting requirements of conventional lenders, the U. S. Department of Housing and Urban Development (HUD), and the Metropolitan Housing Alliance.

P. MHA and CAHC envision that there shall be multiple sources of funding, which may include the following:

1. Arkansas Department of Finance Authority Low-Income Housing Tax Credits
2. Bond Financing
3. Local Contributions
4. FHA Financing
5. Freddie Mac “TEL”
6. HOME Funds

Q. It is the objective to have the Developer Partner(s) exit the ownership upon stabilization of the Project.

2.6.1 Sources of additional funding may be sought through economic development grants, etc. The Developer Partner(s) shall be responsible for working with the City and other key organizations to stimulate and support neighborhood-wide revitalization and commercial economic development.

- A. Recommendation of management and marketing options that will insure the successful implementation of the Development Plan.
- B. Procure construction of each phase of the revitalization work in accordance with HUD and MHA procurement requirements. Oversee construction and ensure completion in a timely and effective manner. Ensure all required occupancy permits and other necessary approvals are obtained after construction completion to permit occupancy and operation of the development.
- C. Implement management policies and provide all required lease-up activities. Provide day-to-day management and maintenance.
- D. Coordinate, conduct, and document all meetings with any and all public housing residents and resident associations in the surrounding neighborhood, city agencies, officials, HUD, Housing Authority staff, businesses in the area, and any other.
- E. Identify and secure appropriate detailed financial information to support the revitalization and any supportive service initiatives identified.

- F. The selected developer partner(s) shall provide written monthly status reports as well as written and verbal presentations to the Housing Authority. Compliance with the MBE/WBE hiring/training of low-income residents (Section 3) and resident owned businesses must be a part of the monthly status report.
- G. Provide development, operating, and tax credit recapture guarantees, as required by Lenders/Equity Providers. Provide a performance and completion guaranty to the Housing Authority.
- H. Secure an option/right of first refusal for the Housing Authority with each LIHTC investor and minimize investor exit taxes due when the Housing Authority exercises its option or right of first refusal.

PART III - PROCUREMENT PROCESS

3.1 Directions for Submission

Six (6) bound and secured copies of responses, one of which shall be clearly identified with original signatures and in printed form and a labeled electronic format on a compact disk.(one of the following formats: CD-R; DVD ROM; DVD-R; DVD+R or USB Flash Dive), must be submitted to the Metropolitan Housing Alliance on December 9, 2021 no later than 2:00 P.M. (CST) without exception, at the following address, to be deemed responsive and eligible for consideration. All responses received will be opened and recorded immediately. No immediate decisions are rendered.

To assure that your response arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your response must be identified on the envelope or package as follows:

RFP MHA 2021-05- RAD Developer Partner
 Due: December 9, 2021, 2:00 PM
 Attn: Commissioner Kenyon Lowe
 Metropolitan Housing Alliance
 100 S. Arch Street
 Little Rock, AR 72201

3.2 Qualification Criteria

Development Team

The Developer Partner(s) for this project must be capable of handling the development and ongoing oversight of the revitalization projects. The selection committee will evaluate the following:

- A. Previous experience developing and managing affordable housing, including both public housing and low-income tax credit housing.
- B. Previous experience providing development and financial advisory services to Public Housing Authorities.

- C. Experience in successful project management and completion of mixed-finance and mixed-use development under HUD programs.
- D. Previous experience and success in securing financing for mixed finance affordable housing particularly Low-Income Housing Tax Credits and Tax-Exempt Bond Financing.
- E. Financial capability to complete the project.
The Developer Partner(s) should be experienced in financing, managing, and developing multi-family rental housing, and may include design, construction, legal, and financing professionals as well as licensed general contractor with demonstrated financial capability.

3.3 Qualification Response and Technical Response Requirements

The Developer Partner(s) shall be required to submit the following information in narrative and/or diagrammatic presentation:

A. Team Participants and their Specific Roles

All entities that compromise the team shall be identified, indicating their specialization(s) and specific contribution to the team. Respondents are encouraged to include specialists for all components of the program including design, construction, legal, and financing professionals, as well as expertise in integrating community and supportive services. The Project Manager shall be clearly identified. Ultimately, the identified Project Manager shall be held responsible for the performance of all members of the Development team. If the team members are unrelated parties, the managing party (Project Manager) should enter into individual agreements with each member to assure performance. Any M/WBE team members shall be so identified.

B. Personnel and Table of Organization

Respondents shall submit an organizational chart showing all of the individuals that will be assigned to this development effort. This chart should reflect the hierarchy and lines of communication. Also, resumes of the key individuals shall be included with a detailed description of the responsibilities that they will be required to perform. Additionally, with respect to the Project Manager and lead individuals in each discipline, describe the degree to which such individuals and firms can dedicate their professional time to this initiative.

C. Financial Statements

Respondents shall provide a current financial statement of the development entity, prepared by a Certified Public Accountant along with the most recent audit of such firm. The statement shall show assets, liabilities, and net worth of the entity. These statements shall demonstrate the financial capacity of the Developer Partner(s), or entity what would most likely be responsible for executing all applicable guarantees.

Include a statement disclosing and describing any instance of non-compliance or default in any public housing transaction, including mixed finance or HOPE IV transaction, by the proposer, its affiliates or assigns.

D. Financing Plan

The respondents shall include a discussion of proposed financing plans. This narrative shall include the development team's reaction to the financing options included in the REQUEST FOR QUALIFICATIONS and include any suggested alternate or additional source of funding. The respondent shall also indicate if the development entity plans to make any cash investment in the project and shall address its perspective on the priorities of the MHA as set forth in this RFQ.

E. References

Three to five (3 — 5) references shall be submitted for each member of the development team. References that are relevant to the scope of work as anticipated in this REQUEST FOR QUALIFICATIONS are desirable.

F. Development Capacity

Respondents should indicate their ability to devote significant team resources to the project.

G. MWBE/Section 3 Goals

The response shall include a discussion of the approach and methods the development team would utilize to encourage MWBE and Section 3 participation in the project. Demonstrated performance by team members successfully implementing programs to maximize minority utilization in other projects will be viewed favorably by the selection committee.

3.4 Certifications and Assurances

The REQUEST FOR QUALIFICATIONS as a general requirement specifies that all work be performed in accordance with professional standards, HUD regulations, requirements and criteria, and local codes, regulations, ordinances, and statues. It is MHA's and CAHC's full expectation, and it will be a contractual requirement that the successful respondent fully and routinely meet this requirement.

Provide all required certifications on forms included as *Attachments* of the REQUEST FOR QUALIFICATIONS.

- Solicitation Cover Sheet
- Instructions to Bidders for Contracts (HUD 5369)
- Instructions to offers (HUD 5369-B)
- Cover Letter of Interest
- Statement of Offeror's Qualifications-Professional Services

- Form HUD — 5369A Representations, Certifications & Other Statements
- Form HUD — 5369C Certifications and Representations of Offerors
- Certificate stating your firm has never been Debarred or Suspended from Doing Business in Arkansas
- Non-Collusive Affidavit
- Full Disclosure Statement
- Economic Opportunity Policy
- MWBE Utilization Plan
- General conditions for Non-Construction Contracts (HUD 5370-C)
- Certification of Equal Employment Opportunity Agreement

3.5 Organization of Responses

The instructions below provide further guidance on the preparation of responses. Their purpose is to establish the requirements; order and format of responses so that responses are complete, contain all essential information and can be evaluated easily.

Assemble your submission in the order described below:

A. Letter of Interest

Each response shall be accompanied by a letter of interest listing the development team members and identifying the primary contact person. The letter should summarize briefly the team's qualifications and past experience relevant to the proposed project.

B. Team Experience and Qualifications

1. Organizational Chart

Respondents shall submit an organizational chart showing all of the individuals/firms that will be assigned to this development effort. This chart should reflect the hierarchy and lines of communication. Provide a narrative on the composition of the development team, including developer partner(s), architect, engineer, developer attorney, general contractor, financial advisor (if applicable), Property Management Company, and the anticipated relationships of these team members. Also, in accordance with the stated preferences of the Housing Authority in this RFQ, please clearly identify how you propose to involve the Housing Authority as a co-developer and in the ownership structure.

1. Profile of the Developer Partner(s)

Provide an overview of Developer Partner(s)' experience in developing housing similar to what is proposed. Identify all market-rate, public housing, Section 8, Project Based and LIHTC efforts the development entity has been involved in. Provide profiles on the key staff, including the Project Manager that is anticipated to be involved in the Revitalization effort. This information shall specify key roles and previous experience with large housing development and revitalization efforts. Attach resumes of all key personnel of the development entity. Attach financial statements from developer partner(s) and the individual designated as Project Manager. Attach references as described in Section 3. 4.

2. Profile of Development Team Members

For each team member not directly employed by the development entity, provide an overview of their experiences in contributing to affordable housing conversion or development in a role as anticipated in your response to this solicitation. Include the resumes of all such team members.

4. List and Executive Summary of Recent Relevant Development Experience

5. Example of at least two (2) Recent Relevant Financing Models for Development Deals

6. Application Development Schedules –

This schedule should denote the process in which the Respondent plans to aggressively meet the time frames in regard to the preparation and submission of financial sources for Madison Heights I, Madison Heights II and the Homes at Granite Mountain (MHA's highest priority).

7. MWBE/Section 3 Goals

8. Contract Requirements and Certifications

Provide all required certifications on forms included as attachments of the REQUEST FOR QUALIFICATIONS as described in Section 3.4.

9. Other Attachments

Respondents may attach, at the end of their submission, other promotional materials or work products that would demonstrate their experience and qualifications.

3.6 Evaluation of Responses

All responses shall be evaluated based on the evaluation criteria outlined below. A Selection Committee shall be established and will be responsible for overseeing the selection process

and making a recommendation for approval. The Selection Committee Shall determine a competitive range based on the established criteria and point system as detailed below. Each respondent that falls within the competitive range shall be granted an interview with the Selection Committee.

The Selection Committee may consider unacceptable any response for which critical information is **lacking**, or the submission represents a major deviation from the requirements of this RFQ. Minor omissions, such as incomplete references may be, at the sole option and discretion of the Metropolitan Housing Alliance, corrected subsequent to the submission due date.

3.7 Evaluation Factors

The following evaluation factors shall be used in determining the competitive range, with a total possible score of **100** points.

EVALUATION CRITERIA	MAXIMUM POINTS
<p>Experience and Qualifications: Experience in development, finance, and property management of rental housing including public housing, Section 8, RAD, tax credit, market-rate, and mixed-income. Offerors should submit a list of references for whom the firm provided similar services. Capability and experience of the members of the Developer Partner's team; and determination of availability of all required skills necessary for the development process. Experience with community-based development, including Collaboration with community organizations. Evidence of quality performance on-time and on-budget.</p> <p>Note: Each person that the proposer intends to bill as an Attorney or an Associate Attorney must be a member in good standing of the State Bar where he/she primarily practices or is licensed, and Respondent must list the identification number issued to that person by the State Bar.</p>	30
<p>Financial Capacity: Overall financial strength of the Developer Partner(s). Demonstrated record of financing affordable housing projects through a variety of funding sources and knowledge and experience working with the funding sources identified in this RFQ.</p> <p>Successful development of projects utilizing low-income housing tax credits.</p> <p>Contribution of Developer Partner and demonstrated ability to bring financial resources to leverage dollars and to create a desired mix of housing.</p>	30
<p>Development: Completeness and responsiveness to all requirements and priorities of MHA as described in this RFQ (MHA reserves the right to declare incomplete responses as non-responsive)</p> <p>Demonstrated conceptual understanding of RAD as a new HUD program and similar HUD programs such as HUD mixed-finance, project-based vouchers, FHA financing, etc. Clarity and coherence of presentation. Concept and proposed structuring. Enhancement of neighborhood appearance. Plan for long-term property management and asset management. Involvement of residents in planning, operations, and benefits.</p>	25
<p>Price/Fee: Offeror must submit all of its proposed fees as an attachment. Offeror should describe how it will provide services in a way that will allow MHA to (i) anticipate the estimated cost of the services; (ii) control the costs of the services. MHA reserves the right to negotiate fees and cost with the Offeror(s) it tentatively selects and to reject that Offeror should those negotiations be unsuccessful. MHA must judge the Offeror's proposed fees to be reasonable.</p> <p>Note: The person signing the Fee Response must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the response has been opened. No signatures shall be in pencil.</p>	10
<p>MWBE, Local Participation and Section 3: Provision for MWBE and Section 3 local participation, equal Opportunity, affirmative action, and experience in achieving such participation.</p>	5
<p>MAXIMUM TOTAL</p>	100 PTS

3.8 Selection Process

MHA and CAHC will use the following process to evaluate responses. In their sole discretion, MHA and CAHC may change both this process and the schedule.

A. Review for Compliance with Submission Requirements

Responses that arrive at MHA by the due date and time will be opened by MHA's Contracting Officer or his/her designee. MHA will initially review all responses to determine if they comply with the submission requirements specified in this RFQ. MHA may reject any response without further review if MHA in its sole judgment determines that the response does not comply with these requirements. MHA may also reject without further review any response that in MHA's sole judgment deviates significantly from the requirements of this RFQ. MHA may, in its sole option and discretion, allow a respondent to later correct minor omissions, informalities or irregularities.

B. Ranking

An Evaluation Committee that MHA and CAHC will convene (the "Committee") will review all responsive responses according to the criteria set forth in this RFQ for the selection of respondents that are the most advantageous to MHA and CAHC based on the evaluation criteria. The Committee will rank the respondents according to said criteria. MHA and CAHC may also engage in site visits, in their sole discretion, as may be deemed appropriate to determine respondent's reasonable chance of being selected for award. The Committee shall designate the respondents, based upon this evaluation, into one of three (3) groups: (i) acceptable; (ii) potentially acceptable; (iii) unacceptable. MHA and CAHC will not give further consideration to unacceptable responses.

C. With or Without Discussions and Oral Interviews

The Committee or someone it designates for the purpose may conduct independent discussions, which may involve an in-person interview, with each respondent designated acceptable or potentially acceptable. The purpose of these discussions would be to ensure that each respondent understand the work to be performed.

MHA and CAHC reserve the right to proceed in this evaluation without discussions.

D. Written Modification of Response

Each respondent may submit a written modification of their response within five (5) days after any such discussion.

E. Best and Final Offers

MHA and CAHC will invite the respondents deemed acceptable or potentially acceptable to submit a "best and final offer" by a specified date and time. If respondents do not submit a best and final offer, or a notice of withdrawal, the previous offer shall be constructed as their best and final offer.

F. Final Ranking

The Committee shall make a final ranking of the respondents using the criteria in this RFQ. It shall then make a recommendation to MHA's Interim Executive Director.

G. Negotiation of Contract

MHA and CAHC will attempt to negotiate a contract with the chosen respondent(s), including an agreement on a fair and reasonable price. If negotiations are not successful, MHA and CAHC will attempt negotiations with the next highest ranked respondent, and so on until it contracts for a fair and reasonable price or until it terminates the process.

H. Response Evaluation Period

During the period when response evaluation is being conducted, all response details, analyses and scoring (preliminary or otherwise) are confidential. This measure simply maintains the integrity of MHA's and CAHC's procurement system. No MHA or CAHC personnel in any office can discuss information pertinent to any response during this period. Violation of the confidentiality of responses pending award seriously compromises MHA or CAHC in establishing contractual agreements and may result in the disqualification of the respondent from this procurement action.

3.9 Execution of Contract

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful respondent shall execute and deliver to the MHA Board and the CAHC Board, a signed contract and all insurance certificates, licenses, permits, etc., required in this solicitation and be ready to implement the services at the end of the ten (10) day period, or such longer time period as MHA and/or CAHC may specify in writing.

A. Laws and Regulations

The Contractor(s) shall at all times observe and comply with laws, statues, ordinances, regulations and codes of the Federal, State, County and local government agencies, which may in any manner affect the performance of the Contractor(s) and in particular any such laws pertaining to safety.

B. Indemnification

Contractor(s) expressly agrees to indemnify and hold harmless MHA and CAHC from all losses, costs, damages and/or expenses with respect to all demand claims, suits, and/or judgments for personal injuries, including death, to any person (including but not limited to third parties, employees of MHA and/or CAHC, employees of Contractor or and sub-contractor and their dependents or personal representatives) or damages to property to any person arising by reason of any act or omission, negligent or otherwise, either by Contractor or by sub-contractors or the employees or agents of either of them. Contractor further agrees to defend MHA and/or CAHC to reimburse MHA and/or CAHC for any reasonable cost and expense, including attorney's fees, which MHA and/or CAHC may incur or be put for the defense from any such claim.

C. Right to Audit

Contractor shall make available for audits its books, records, ledgers, and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the MHA and/or CAHC internal and external auditors.

D. Retention of Records

The contractor shall maintain the records pertaining to billings for a period of three (3) years after the contract is terminated and audited by MHA and CAHC.

E. Limitations

This RFQ is issued only to solicit responses as identified herein. As per industry standards, this solicitation is an effort to procure service but is not a guarantee of contract award. MHA and CAHC and their respective Boards of Directors are in no way committed hereby to accept or award any contracts to any Contractor(s). The final decisions to award any contract to any Contractor(s) rest with the MHA Board of Commissioners and the CAHC Board of Directors.

F. Contract Administrator

The Contractor(s) is to provide a contact person during the period of performance of the contract for prompt contract administration. The designated representative to be contacted during the period of performance of this contract will be specified in the award contract and/or the Notice to Proceed.

G. Contract Enforcement

If a contractor fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, or program plan and/or agreement, MHA and/or CAHC may take one or more of the following actions.

1. **Withhold Payments.** Temporarily withhold cash payments pending correction of the deficiency by the contractor.
2. **Disallow Activity.** Disallow all or part of the cost of the activity or action not in compliance.
3. **Suspend or Terminate Award.** Wholly or partly suspend or terminate the current award for the program and/or services.
4. **Without Further Awards.** Withhold further or future awards for the program.
5. **Other Actions.** Take other legal or equitable remedies that may be legally available.
6. **Costs incurred by the contractor during a suspension or after a termination of an award are not allowable unless approved in writing by MHA and CAHC.**

H. Termination of Contract for Convenience

MHA and/or CAHC may terminate the contract agreement for convenience or for failure of the Contractor to fulfill contract obligations. MHA and/or CAHC shall terminate by delivering to the Contractor a Notice

of Termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the MHA and/or CAHC all information, reports, paper and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of MHA and/or CAHC, MHA and/or CAHC shall be liable only for payment for accepted services rendered before the effective date of termination.

I. No Guaranteed Minimum

Under this contract, MHA and CAHC reserve the right to make multiple awards and to pursue alternate contract agreement to meet its needs for the Services and related activities how and when, at its sole judgment and discretion, deems is in the best interest of its operations or strategic vision. MHA and CAHC offer no guarantee minimum quantities to be procured under this solicitation or any resultant agreement or contract.

J. Reporting/Auditing Requirements

MHA and CAHC reserve the right to conduct a financial and operational review and/or audit of the books and records of Respondent(s) and/or any other provider of the goods and services under this RFQ. Such records shall include, but not be limited to Service and Audit Records, and Financial and Invoice Records.

K. Ownership of Data and Materials

All data, material and documentation either prepared for or by MHA or CAHC pursuant to this RFQ and/or for a contract, shall belong exclusively to MHA or CAHC, as applicable.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, BEING FIRST DULY

SWORN, DEPOSES AND SAYS: That he/she is _____

of _____, the Bidder that has submitted a 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 or 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 Metropolitan Housing Alliance or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Contractor

Signature and Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

Affix Seal

FULL DISCLOSURE STATEMENT

COMPANY NAME: _____

1. Each officer or principal is to submit this Disclosure Statement, notarized (if a financial or personal interest exists, vendors are required to make a Full Disclosure and should not submit this statement).
2. If a financial or personal interest exists between the principals, officers, directors and employees of the vendor or any of their immediate family members and employees, officers an commissioners of the Metropolitan Housing Alliance and their immediate family members full disclosure is required.

The undersigned certifies that, I, nor any members of my immediate family does not now and has not for the proceeding two years, had any interest, whatsoever, whether direct or indirect in the MHA or any of its members or officials including but not limited to the following:

- 1) Financial or business interests – meaning any interest which yields or has the potential of yielding directly a monetary or other material gain or benefit with any employees, officers and commissioners of MHA and members of their immediate families.
- 2) Personal interest – meaning any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of MHA and members of their immediate families.
- 3) Employment or services rendered as a member, official or officer of MHA.

Sole Proprietorships

Partnerships

Corporations

Owner Date

Partner Date

President Date

Partner Date

Vice President Date

Partner Date

Secretary Date

Notary Date

My Commission Expires: _____

Vendors having a financial or personal interest as described above shall make immediate, full and complete disclosure in writing to the Executive Director and/or Board Liaison of the MHA. All full disclosures must be presented on Vendor’s letterhead, notarized and signed by the individual making the disclosure.

WARNING

All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify vendor or contractor from bid. MHA reserves the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a vendor or contractor is qualified to be participating in the bidding process.

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract