

REQUEST FOR QUALIFICATIONS (RFQ)

CO-DEVELOPER

FOR

DEVELOPMENT IN RIVIERA BEACH, FLORIDA

Issued by:

*Riviera Beach Housing Authority
2001 Broadway, Suite 101
Riviera Beach, FL 33404-5002
John W. Hurt, Executive Director*

<https://www.rivierabeachha.com/>

Issue Date:
September 27, 2019

Submission Date:
October 19, 2019

PART I: BACKGROUND

A. Background

The Riviera Beach Housing Authority ("RBHA") is interested in the review and selection of a firm or firms ("Respondent(s)") interested in serving as a Co-Developer partner to the RBHA and requests the submission of qualifications ("Response(s) to this RFQ") for consideration. The RBHA is a public housing authority (PHA) created pursuant to Chapter 421 of the Florida Statutes.

The RBHA is looking at options for New Construction in the immediate vicinity of the City of Riviera Beach, and is seeking a partner or partners that can assist with options for moving forward in creating new rental the communities in Riviera Beach.

The RBHA desires to develop mixed-income communities, including providing additional housing opportunities that include low- and moderate-income participants in Riviera Beach, Palm Beach County located in South Florida. It will leverage access to land and proximity to healthcare, jobs and other services and amenities in the Riviera Beach area of Palm Beach County in a public/private partnership with a qualified Co-Developer(s).

The RBHA will consider utilizing multiple debt and equity instruments including tax exempt bonds, low income housing tax credits, conventional mortgage financing, limited partnerships, SAIL funds, HOME funds, SHIP funds, CDBG disaster recovery funds, County funds, any other public or private funding source, and public/private collaborations as its principal forms of financing to develop additional affordable housing and potentially address other income ranges up to 80% of the Area Median Income. A major role of the selected Co-Developer will be to identify adequate development funds from available sources and to provide guarantees during the development period.

B. Request for Qualifications

The RBHA is inviting qualifications from experienced developers to participate in the development activities as described herein. The RBHA's development activities may utilize a mixed-finance methodology resulting in a viable mixed income residential community containing affordable housing, which may include elderly and family units.

In keeping with the RBHA's current development plan, the RBHA is considering new construction as the method to provide housing on the sites that the RBHA intends to acquire in this Request for Qualifications ("RFQ").

C. SITES

The RBHA intends to acquire properties/sites to develop over the next two years and expects each development to be a minimum of 50 units. The RBHA is planning to construct 200 new units over the next few years.

The RBHA wishes to encourage high quality architectural design for all work which will revitalize the area. The developments will provide amenities commensurate with market rate properties in accordance with state and local ordinances and any requirements of applicable funding applications. These amenities may include a clubhouse with leasing office, "well-care" center, business center, etc.

The RBHA seeks to incorporate Green Building techniques, increase community safety through environmental design, with ample green space and parking in the design.

The RBHA has well established relationships with local governments and local officials.

The RBHA is also interested in acquiring and developing additional properties within Riviera Beach and Palm Beach County.

PART II: SCOPE OF SERVICES

A. Scope of Work

The selected Co-Developer shall act in a full-service capacity, advising the RBHA on the development of all sites. This will include programs of work involving the development of affordable housing assets designed to provide long lasting affordability at these sites and other product mixes that would produce the optimal financial return from development and operations to sustain the affordability and capital improvements of low or moderate-income housing in perpetuity.

Responsibilities of the Co-Developer will include but may not be limited to:

- Identify and apply for project funding, as needed.
- Provide development and operating budgets
- Work with an architect on undertaking and conducting environmental and geotechnical testing and an analysis of the condition of existing utilities at the site.
- Work with an architect on a plan including street layout and common area facilities based on the Master Plan.
- Create neighborhood support.
- Design and construction of all infrastructure and site improvements.
- Provide opportunities for training and employment of Section 3 individuals to the greatest extent possible.
- Provide opportunities for participation by DBE/MBE/WBE and Section 3 firms throughout the development by making efforts to ensure that the DBE/MBE/WBE and Section 3 requirements set forth in Exhibit B to this RFQ are satisfied wherever possible.
- Develop a construction strategy and a development implementation schedule.
- Work with the RBHA and its development team & development consultant ("TAG Associates, Inc.") to create detailed development and operating budgets. The selected Co-Developer will be required to expand and to update the budgets throughout the

development process, and respond in detail to any Point of Contact, or RBHA Project Manager inquiries.

- Provide monthly reports, or more often as requested, to the RBHA on the progress, material selections, and means of construction to include all development efforts, and work already completed that reflect associated costs, schedule, and budgetary requirements.
- Work with the RBHA and its legal team to create an ownership structure for the development which will include an affiliate of the RBHA as a general partner or managing member. It is expected the selected Co-Developer affiliate will exit the GP at the end of the development obligation period.
- Obtain financing, through the use of Low-Income Housing Tax Credits ("LIHTC"), HOME Funds, Community Development Block Grant Funds, State Housing Initiatives Partnership ("SHIP") program funds, State Apartment Incentive Loan ("SAIL") program funds, and other public or private funding sources, to develop the property.
- The Co-Developer shall guarantee to RBHA the lien free completion of construction of the Development in compliance with the Development Schedule and the Development Budget. The Co-Developer, and not RBHA or any RBHA affiliate, shall be responsible to the LIHTC investor for all construction cost overruns, timely completion of construction or the recapture of any LIHTCs.
- The Co-Developer shall provide all guarantees required by the LIHTC investor and any lender.
- The Co-Developer shall be responsible for any adjustment to the equity provided by the LIHTC investor arising out of an adjustment in basis, or timing or delivery of units.
- In cooperation with a RBHA Project Representative oversee the design, construction, and quality control of the development.
- Procure the construction contractor with the participation and concurrence of the RBHA.
- Select subcontractors.
- Provide all required operating and financing guarantees to the RBHA and other lending institutions.
- Obtain all required building permits and zoning approvals.
- Work with the RBHA and its staff, as applicable, to undertake all marketing and lease up efforts.
- Attend meetings with residents, Local Government, and Community.

The selected Co-Developer will cause the formation of a separate owner entity to manage the Development. RBHA or an affiliate or instrumentality will be a general partner or non-managing member of such owner entity. RBHA will have the option to replace the Co-Developer or its affiliate as the managing general partner or managing member following project stabilization. RBHA will also have the option, but not the requirement, to become the property manager for the Development at any time following project stabilization. Such rights shall be set forth in the Partnership Agreement or Operating Agreement of each owner entity.

Additionally, RBHA shall have an option and right of first refusal to acquire the Development in the event a bona fide offer, to purchase the Development, is received by the owner entity or at any time after the expiration of the LIHTC compliance period. Such right

and option shall be for a purchase price equal to the minimum required pursuant to Section 42 of the Internal Revenue Code. Such rights shall be set forth in the Partnership Agreement or the Operating Agreement for each owner entity.

B. Minimum Qualifications

Co-Developers must have, or within its team provide, the following:

- Experience developing communities that contribute meaningfully to their neighborhoods.
- Experience developing, constructing, and operating affordable housing.
- Experience in Green Building techniques.
- Experience developing housing for families, the elderly, and the disabled.
- Experience in site preparation and infrastructure development.
- Expertise in regulatory compliance issues.
- Expertise with Housing Choice Vouchers, other HUD funding (RAD, HOME, CDBG, etc.) and FHFC and County funds including 4% and 9% LIHTC and bonds
- Expertise with local government authorities which regulate the permits and utilities necessary for the Revitalization.

C. Compensation Qualifications

As a Co-Developer with the selected party, RBHA expects to receive a share of all fees including development fee, property management fees, asset management fees, incentive management fees and cash flow. At a minimum, RBHA expects at least a 25% share of Developer fee, 50% of all other earnable fees (e.g. asset management, incentive management, construction cost savings, etc.) and 50% of cash flow, unless and until the Co-Developer affiliate exits the project.

PART III: SUBMISSION

A. Response Due Date

Responses must be submitted by **3pm on October 19, 2019** to be eligible for consideration. Respondents should make early submission of the materials to avoid any risk of loss of eligibility brought about by unanticipated delays or other delivery related problems. Facsimile and e-mail responses will not be accepted. Responses received after the deadline for receipt will be deemed unresponsive and will be disqualified.

B. Receipt of Responses

An original and five (5) copies of the response in 3-ring binders to this RFQ shall be submitted in sealed packages and marked "**Qualifications for RBHA Co-Developer**". **Only one set of audited financials per submission is required and should be in a separate envelope contained within the original submission.** All material must be submitted in an 8 1/2" x 11" format. All submissions must be received at the following address:

Riviera Beach Housing Authority
2001 Broadway, Suite 101
Riviera Beach, FL 33404-5002
Attn: John W. Hurt

The RBHA reserves the right to reject any or all responses wherever it is in the best interest of the RBHA.

All RFQ submissions will be opened after 3 p.m. time on the October 18, 2019 date.

C. Master Plan

RBHA's vision for Development is to create vibrant, attractive, communities, where people from a range of economic strata, races and cultures will live, learn, work, and play in close proximity to employment, retail, job, and cultural opportunities

D. Scope of Services

The RBHA's goal is to have the development(s) more forward as expeditiously as possible. Responses that demonstrate an ability to complete Developments on the earliest possible, realistic schedule will be favorably received by the RBHA. The Respondent shall certify its ability to start work immediately, and should propose a staffing plan that describes the existing time commitments of the staff proposed to be assigned to the project and whether any of the staff will be locally based.

This RFQ is intended to procure a Co-Developer for Development. Respondents are encouraged to present to the RBHA a complete team, including the trades, Architectural & Engineering, legal representation, Property Management Company and other team

members deemed critical to timely completion and post stabilization transition required for the success of the Development. RBHA reserves the right to change team members as it deems necessary for the success of the development(s).

E. Instructions to Respondents:

1. Submission and Content of Responses

Inquiries: The intent of this RFQ is to establish the general Scope of Services needed and to provide prospective Respondents with sufficient information to enable them to provide an acceptable response to this RFQ. Every effort has been made to outline requirements, and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this RFQ must be submitted in writing, (email is permissible) to:

Riviera Beach Housing Authority
2001 Broadway, Suite 101
Riviera Beach, FL 33404-5002
Email: [John W. Hurt](#)

All inquiries must be in writing and received according to the instructions above no later than October 9th at 5 p.m. eastern time.

Answers will be provided on the RBHA website and be considered a written addendum to this RFQ on October 11, 2019. Respondents are responsible for insuring receipt of any addendum to this RFQ.

2. Submission Requirements

Responses that do not include all required information will be deemed unresponsive and may be disqualified.

Submissions must comply with the requirements of this RFQ. The completed and signed off checklist attached to this RFQ is a mandatory submission requirement.

No qualifications shall be withdrawn for a minimum period of ninety (90) days following the qualifications deadline without the consent of the RBHA.

Disadvantaged, minority and women-owned businesses are encouraged to respond to this solicitation.

Respondents must address their plan to meet the specific requirements of the Scope of Services by including, at a minimum, the following:

a. **Letter of Interest:** Respondent's submittals shall be accompanied by a Letter of Interest on the Respondent's letterhead. This letter should include the Respondent's statement of understanding for the scope of work outlined

in this RFQ, the commitment to perform the work expeditiously, a brief statement indicating why the Respondent believes itself to be best qualified to perform the engagement, and a statement that the response is firm and irrevocable for ninety (90) days.

b. Respondent's Qualifications:

The Respondent shall submit the following information within the qualifications:

| Section Header | Requirement | Details |
|-----------------------|--|--|
| 3.E.2.b.1 | Organizational Structure and Staffing | Provide a detailed description of the organizational structure and staffing of the Respondent. List the members of the Respondent's team; indicate their areas of specialization and specific contribution to the team. Provide a brief description of previous collaboration among the members of the Respondent's team. Additionally, for each discipline represented on the Respondent's team, indicate if familiarity with state or local rules, practices or conditions is important to the effective accomplishment of the development and, if so, indicate the extent of and basis for the team's familiarity. Firms that will be using subcontractors to meet qualifications must be specific as to whom has the experience on behalf of the team. |
| 3.E.2.b.2 | Profile of Principals and Key Staff | Provide profiles of the principals and key staff to be involved in the development effort. This information should specify their roles, their existing time commitments, their previous development experience, and whether the staff will be locally based. Identify the individual who will serve as the project manager and who will direct and coordinate the Project to completion. Fill out Exhibit C – Profile of Firm form for each Prime Firm and Subcontracting Firm that the respondent is providing in its response to receive experience and scoring consideration of. |
| 3.E.2.b.3 | Termination | Indicate whether the Respondent or any Respondent team member has been terminated from a contract, and if so, describe the circumstances and outcome. |
| 3.E.2.b.4 | Litigation | Indicate whether the Respondent or any Respondent team member has ever sued or been sued by a public agency, and if so, describe the circumstances and outcome. See Exhibit C #14. |
| 3.E.2.b.5 | Eligibility to Bid and Contract | Any Respondent who has been disbarred from bidding on projects by any federal, state, or local government agency, must fully disclose to the RBHA the details of such disbarment. Further, any person or affiliate who has been placed on the |

| | | |
|-----------|--|--|
| | | convicted vendor list following a conviction for a public entity crime may not submit a qualifications on a contract to provide any goods or services to a public entity, may not submit a qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. |
| 3.E.2.b.6 | Previous Housing Development Experience | <p>Provide information on residential rental development projects in which the Respondent has participated. Focus on the five most recently completed developments, if applicable, Florida affordable partnerships with public housing authorities for which the Respondent was procured should be emphasized. Information should list the project name, location, project size, project completion date or current status, funding sources and amounts, ownership type, public programs utilized, income levels served (very low, moderate, market rate, or mixed), type of development (high, mid or low-rise, walk-ups, townhouses, etc.), extent of community and/or resident participation, and total development cost.</p> <p>In addition, complete the attached <u>Exhibit C</u> “References” for four projects most comparable to this RFQ.</p> <p>Finally, include the name of a contact at each housing authority that you have prior experience with and their phone number and e-mail address.</p> |
| 3.E.2.b.7 | Financing Experience | <p>Describe new and innovative financing techniques for raising capital that the Respondent has employed. Describe Respondent's approach to managing the financial risk associated with affordable housing development.</p> <p>In the event tariffs; lower than anticipated equity prices; construction or permanent loan interest rate rises stand to impact design, finishes, amenities, or reasonably anticipated fifteen year operating projections, please indicate those concerns and the ability to cure, preserve quality, and successfully close.</p> |

| | | |
|------------|----------------------------------|--|
| | | <p>Demonstrate that the Respondent possesses an understanding of state and local requirements and procedures that will enable necessary equity to be raised and the effort to be efficiently completed.</p> <p>Describe the financing strategy of the Respondent and the proposed methods that will be utilized to identify and obtain the maximum financial funding needed to complete the development effort while minimizing the amount of RBHA funds required to successfully complete the project. Describe what funds the Respondent will commit, what other private and public funds will likely be necessary, and from what sources and when these funds will likely be available.</p> <p>Respondent shall provide their approach to the division of work and responsibility between them and the RBHA, as well as their requirements with regard to advance funding, compensation and similar issues. The RBHA is interested in a financial structure that allows it to participate in the financial benefits of the development.</p> |
| 3.E.2.b.8 | Green Building Experience | Provide information on all green building development projects in which the Respondent has participated. An important goal of the RBHA is to develop an environmentally responsible development on the site(s) that can serve as a model for residential construction in Palm Beach County and the State of Florida. It is the intent of the RBHA to implement financially feasible, technologically sound strategies to conserve energy and to surpass current norms for water conservation, waste management/recycling and the quality of the indoor environment. The RBHA will require that such strategies and all efforts to reduce tenant expenses, e.g. utilities, be fully explored in the development of the site(s). |
| 3.E.2.b.9 | Capacity | Respondent shall certify that the Respondent and all team members are available to start immediately. The Respondent should describe any existing time commitments of the proposed team members or their proposed staff which would impair the Respondent ability to proceed expeditiously. |
| 3.E.2.b.10 | Financial Statement | Provide current financial statements of the Respondent prepared by a Certified Public Accountant. |
| 3.E.2.b.11 | Insurance Requirements | The Respondent for this project must have the following minimum insurance coverage or include plan to acquire such coverage prior to execution of a contract. Please note that any |

| | | |
|------------|-----------------------|--|
| | | <p>additional premiums required for this coverage will be at the expense of the Respondent in submitting an RFQ qualifications to the RBHA.</p> <ul style="list-style-type: none"> • Professional liability insurance in the amount of \$1,000,000 per occurrence for the Respondent and any other professionals used by the Respondent, with respect to negligent acts, errors or omissions in connection with professional services to be provided in connection with the development project. The RBHA must be added as an "additional insured". • Workers' compensation insurance and employer's liability insurance in the maximum statutory liability amount, naming the RBHA and its affiliate nonprofit as additional insured. • Business automobile liability insurance. |
| 3.E.2.b.12 | References | Provide the name, mailing address, and telephone number of two community partner references, two housing authority references (if the Respondent has housing authority experience), two tax credit investor references, and one Housing Finance Agency reference. References must verify Respondent's representations. The RBHA reserves the right to check other references as well. |
| 3.E.2.b.13 | Certifications | Provide the following signed Certifications in substantially the forms attached to this RFQ: <ul style="list-style-type: none"> • Certification Regarding Lobbying, • Conflicts Certification, and • Certification of Priority, and • Certifications and Representations of Respondents Non-Construction Contract HUD-5369-C |

c. Proposed Development Methods and Strategy: Provide a narrative description of the Respondent's methods and strategy for the development of this project. Illustrate this approach with descriptions of up to four such developments, including one well established development and one recently completed development.

- d. **Utilization of Disadvantaged ("DBE"), Minority ("MBE") and Women ("WBE") Business Enterprises and Section 3:** Describe Respondent's approach and process to promote DBE, MBE, WBE, and Section 3 business participation in the development effort, to the greatest extent possible. Respondent must show proof of a good faith effort to obtain 20% minority participation in the execution of the development effort. The Respondent must comply with the requirements set forth in Exhibit A. The requirements set forth in Exhibit A must be addressed with in Respondent's Response to this RFQ.
- e. **Understanding Local Requirements:** Demonstrate that the Respondent possesses an understanding of local (County and City) requirements and procedures that will enable the Development to be completed efficiently.
- f. **Project Budget:** Propose a budget for predevelopment and development activities and the source of payment of such costs and sharing of costs.

3. Evaluation Factors

A committee will evaluate the Responses to this RFQ received under this solicitation in accordance with the minimum information requirements and the Qualifications Preparation and Submission Outline below. The evaluation process will be based on a weighted point system with the evaluation factor or sub-factor's relative weight listed immediately following each factor/sub-factor. The RBHA urges all interested Respondents to carefully review the requirements of this RFQ.

All Responses to this RFQ will be evaluated by an Evaluation Committee comprised of consultants and/or staff. Written Responses to this RFQ containing the requested information will serve as the initial basis for the evaluation of responses. Each written Response to this RFQ has a possible score of one hundred (100) points as set forth in Section 3.E.3.a. below.

A short list of finalists will be established based upon the written Responses to this RFQ. Interviews may or may not be conducted with the finalists. The interviews of the finalists will be used to further evaluate the respondents and ultimately identify the top-rated Respondent utilizing the same point system as described in Section 3.E.3.a. below. The finalists may be required to present their Responses to this RFQ to the RBHA Board of Directors and respond to inquiries that may be central to the preparation of a master development agreement.

The initial rankings following the review of the written Responses to this RFQ will be used to establish finalists for interviews. Following interviews, all finalists shall be fully reviewed, taking into account all information from both the written Responses to this RFQ and interviews. The Evaluation Committee shall then meet and discuss the Respondents and come to a consensus ranking based on the criteria set forth in Section 3.E.3.a.

Following the Evaluation Committee review of written Responses to this RFQ and interviews, if any, the consensus ranking shall be provided as a recommendation to the RBHA Board of Commissioners for approval. Upon RBHA Board approval, the RBHA will enter contract negotiations with the highest-ranked Respondent. If negotiations between the RBHA and the highest-ranked Respondent fail to produce a mutually-acceptable master development agreement, the RBHA will terminate those negotiations and proceed with contract negotiations with the second highest ranked Respondent. At the RBHA's sole discretion, the RBHA may continue that process until a mutually-acceptable agreement is reached between the RBHA and a Respondent.

The RBHA reserves the right to reject any and/or all Responses to this RFQ.

The RBHA further reserves the right to negotiate with the Respondent selected and to accept the Responses to this RFQ which are in the best interest of the RBHA as determined by the RBHA in its sole and absolute discretion.

In the event that after selection of a Co-Developer a master development agreement cannot be reached, the RBHA reserves the right to move on to negotiations with the next highest-rated bidder.

a. Qualifications Preparation and Submission Outline

The Respondent shall submit its Response to this RFQ in accordance with the following outline to receive the maximum points (100) under this solicitation. Items which are not addressed within the Response to this RFQ will be given a score of zero (0).

| | | |
|------------|---|------------------|
| 1.1 | Evidence of the Respondent's ability to perform the work as indicated by profiles of the principals, Key Personnel, staff, and team members and explanation of their professional and technical competence and relevant experience with projects of similar size and scope. Please identify which team members will be assigned to this project and include their location and resumes. | 20 points |
| 1.2 | Describe methods for deriving best possible terms from both lenders and equity investors whether value per credit, timing, interest rate, basis points or other factors; and describe construction management successes in efficiently reducing waste and assuring energy efficiency and low maintenance | 15 points |
| 1.3 | Firm's proposed project approach and demonstrated ability to meet established deadlines. | 15 points |

| | | |
|------------|---|------------------|
| 1.4 | Demonstration of the Respondent's financial capacity and ability to provide guarantees and adequate assurances for completion of the development. | 20 points |
| 1.5 | Responses to Exhibit B-2 a through e | 15 points |
| 1.6 | Provide evidence of demonstrated knowledge and familiarity of applicable governmental regulations and codes as required by the U.S. Department of Housing and Urban Development, State of Florida, Palm Beach County and any other agencies having authority or jurisdiction. | 10 points |
| 1.7 | DBE/WME/MBE/Section 3 included in the development plan | 5 points |

Firms that will be relying on subcontractors to increase their point scores for specific expertise must provide a Profile of Firm form for each subcontractor. It is expected that these subcontractors will be a part of the team for the duration of the contract. This form is not applicable to the overall development team participants which include Property Management Companies, General Contractors, Attorneys, Architects or Engineering Firms unless that participant has explicit expertise that the respondent is wanting to acknowledge and receive consideration for.

4. Acknowledgement of Amendments

The Respondent shall acknowledge in its Response to this RFQ, receipt of any amendment(s) or FAQs provided by the RBHA. The Respondent's failure to acknowledge an amendment may result in rejection of the response.

5. Complete and Accurate Submission

A Respondent's failure to provide accurate information in response to this RFQ may disqualify the Respondent from further participation in the selection process.

Qualifications may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the Respondent, in writing, and is received by Riviera Beach Housing Authority; prior to the date and time designated in the RFQ for final receipt of Responses to this RFQ. After such date and time, the Respondent may not change any provision of its Response to this RFQ in a manner prejudicial to the interest of the RBHA and/or fair competition. Respondents are solely responsible for ensuring timely delivery by courier services; The RBHA will not accept any responses to this solicitation, after the final deadline.

6. Retention

All Responses to this RFQ are the property of the RBHA and shall be retained by the RBHA. Responses will not be returned.

7. Cancellation/Waiver

The RBHA reserves the right to cancel this RFQ or to reject, in whole or in part, any and all Responses to this RFQ upon its determination that such cancellation or rejection is in the best interests of the RBHA. The RBHA further reserves the right to waive any nonconformity, minor informality, or the failure of any Respondent to fully comply with this RFQ in any Response to this RFQ that it receives, if the RBHA determines, in its sole and absolute discretion, that it is in its best interests to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFQ, shall be at the sole and absolute discretion of the RBHA Board. In addition, multiple awards may be made.

8. Key Personnel

The Key Personnel specified by the successful Respondent will be considered essential to the work to be performed by the successful Respondent. Prior to diverting any of the Key Personnel for any reason(s), the contractor shall notify the RBHA in writing, at least thirty (30) calendar days in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The Respondent shall not change Key Personnel or hours to be devoted, before or after contract award, without written authorization from the RBHA.

9. Part of Contract

The contents of the Response to this RFQ submitted by the successful Respondent shall become part of any contract award.

10. No Compensation for Response

The Respondents will not be compensated for work or costs related to preparation and submission of their Responses to this RFQ. Respondents selected for further interviews and negotiations will also be responsible for all expenses incurred during these processes.

F. Initial Review

All responses will be initially reviewed to determine compliance with the response format requirements specified within this RFQ. Responses that are not complete and accurate; and, do not comply with these requirements may result in disqualification from the solicitation without further review.

G. Amendments

The RBHA will endeavor to provide copies of applicable amendment or addenda to all potential Respondents to whom this Request for Qualifications has been transmitted. However, it will be the responsibility of each Respondent to make inquiry as to the existence and content of amendment or addenda, as the same shall become part of this RFQ and all Respondents will be bound thereby, whether or not the amendment or addenda are actually received by the Respondent.

H. RBHA's Options

The RBHA reserves the right to cancel this RFQ, or to reject, in whole or in part, any and all submissions received in response to this RFQ, upon its determination that such cancellation or rejection is in the best interest of the RBHA. The RBHA further reserves the right to waive any minor informality, or the failure of any Respondent to comply therewith, if it is in the public interest to do so. The RBHA will pay no compensation to any Respondent for any costs related to preparation or submittal of the qualifications.

The RBHA will reject the qualifications of any Respondent who is suspended and/or debarred by HUD from providing services to public housing authorities, and reserves the right to reject the qualifications of any Respondent who has previously failed to perform any contract properly for the RBHA, or any Affiliates thereof.

The determination of the criteria and process whereby submissions are evaluated and the decision as to whom shall receive a contract award shall be at the sole and absolute discretion of the RBHA.

By submitting a response to this RFQ, Respondent acknowledges and agrees to the following conditions:

- All submissions in response to this RFQ become the property of the RBHA. As such, all submissions are public records, subject to public review.
- The RBHA will make no determination as to the adequacy or accuracy of any system, process, procedure or representation made by any Respondent. As such, pre-qualification does not infer approval of any such systems, processes, procedures or representations.
- **No Respondent shall initiate contact with any employee of the RBHA, or member of the RBHA board (except in writing to the RBHA contact person pursuant to FAQs) whether regarding this RFQ or otherwise, until after the selection process is complete, the RBHA Board has approved the selection of a Respondent and an agreement with a Respondent has been executed. If any Respondent has any reason, not related to this RFQ, to contact any of the above parties, they will be required to disclose to that party that they are a Respondent in this solicitation. Failure to adhere to these requirements may**

result in disqualification from the solicitation, in the sole and absolute discretion of the RBHA.

- Respondent shall not have employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the execution of a contract through the RBHA. The Respondent certifies that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of or the making of a contract from this solicitation.

I. Anticipated Schedule (subject to change) TBD

| ANTICIPATED SCHEDULE FOR PROCUREMENT | |
|---|--------------------|
| Advertised | September 27,2019 |
| RFQ Available | September 27, 2019 |
| Site Visit | N/A |
| Questions Due | October 9, 2019 |
| Q&A issued | October 11, 2019 |
| Submittals Due | October 19, 2019 |
| Shortlist of Respondents | |
| Interviews | |
| Decision to Board | |
| Announcements | |
| Kick off meeting | |

EXHIBIT A

Use of Disadvantaged Business Enterprises (DBEs), Minority Business Enterprises (MBEs), and Women's Business Enterprises (WBEs) and Section 3

A. REQUIRED EFFORTS

1. Consistent with Presidential Executive Order 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the RBHA shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, disadvantaged business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of an RBHA project are used when possible. Such efforts shall include, but shall not be limited to:

- a. Including such firms, when qualified, on solicitation mailing lists;
- b. Encouraging their participation through direct solicitation of bids or qualifications whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d. Establishing delivery schedules, where possible, which encourage participation by such firms;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment generated from the expenditure of Section 3 covered funds to Section 3 residents in the order of priority prescribed in 24 CFR 135.34(a), and to award Section 3 covered subcontracts to Section 3 business concerns in the order of priority set forth in 24 CFR 135.36(a), requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed herein.

2. Goals may be established periodically by the RBHA for participation by small businesses, minority-owned businesses, women's business enterprises, disadvantaged business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of an RBHA project, in the RBHA's prime contracts and subcontracting opportunities.

B. DEFINITIONS

1. A small business concern is defined as a business which is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.

2. A minority-owned business is defined as a business which is at least 51% owned by one (1) or more minority group members; or, in the case of a publicly-owned business, one (1) in which at least 51% of its voting stock is owned by one (1) or more minority group members, and whose management and daily business operations are controlled by one (1) or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

3. A women's business enterprise is defined as a business that's at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

4. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U. S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.

5. A Section 3 Business concern is defined as one (a) that is 51% or more owned by Section 3 Residents; or (b) whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or within three (3) years of the date of first employment with the business concern were Section 3 Residents; or (c) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of "Section 3 business concern."

6. A Disadvantaged Business Enterprise is a small business concern that is certified as being (a) at least 51 percent owned by one (1) or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one (1) or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.

C. SECTION 3 REQUIREMENTS

1. Section 3 Purpose - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the RBHA to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

2. Section 3 Contracting Policy and Procedure - All contractors/businesses seeking Section 3 preference must complete certifications, as appropriate, as acknowledgement of

the contracting and employment provisions required by Section 3. Such certifications shall be adequately supported with appropriate documentation.

3. Resident Hiring Requirements - The RBHA has included the following minimum threshold for resident hiring that is to be used for this RFQ on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of Section 3 persons with particular qualifications or a willingness to begin unskilled labor will be able to participate in the RBHA's contracted labor efforts. A prime contractor may satisfy the RBHA's resident hiring requirements through its own work force, its subcontractors, or any combination thereof.

| CONTRACT THRESHOLD AMOUNT FOR CONSTRUCTION OR SERVICE CONTRACTS | SECTION 3 INVOLVEMENT AS A % OF TOTAL LABOR DOLLARS |
|--|--|
| \$25,000 or more | 5% of the labor dollars |

4. It is expected that an appropriate number of Section 3 persons with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. If that does not occur, a prime contractor, on its own or through its subcontractor(s), may satisfy the Section 3 requirement set forth above by doing the following:

- a. Subcontracting or joint venturing with a resident owned business. The business must be 51% or more owned by public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more public housing residents, or low and very-income individuals within Riviera Beach or other qualified low-income persons, or
- b. Direct hiring of public housing residents and/or low and very low-income neighborhood residents, or
- c. Incurring the cost of providing skilled training for public housing residents in an amount commensurate with 5% of the total contract amount.

CERTIFICATION OF RESPONDENT REGARDING SECTION 3 REQUIREMENTS

Respondent hereby acknowledges the contracting and employment provisions required by and set forth in Section 3. Appropriate supporting documentation is attached hereto.

Date: _____

Signature of Principal of Respondent

EXHIBIT B

For each project described in Section 3.E.2.b.6. put an "x" in the box if the Respondent performed the function or utilized the described financing. For DBE/MBE/WBE/Section 3, insert the appropriate numbers.

| | Project 1 | Project 2 | Project 3 | Project 4 |
|---------------------------------|-----------|-----------|-----------|-----------|
| NAME: | | | | |
| Real Estate | | | | |
| Development Feasibility Studies | | | | |
| Sale of Real Estate | | | | |
| Real Estate Redevelopment | | | | |
| Zoning Approval | | | | |
| Subdivision Approval | | | | |
| Site Preparation Work | | | | |
| Environmental Work | | | | |
| Dedicated Infrastructure | | | | |
| Other (specify) | | | | |
| Financing Employed | | | | |
| Financial Feasibility Studies | | | | |
| LIHTC | | | | |
| HOPE VI | | | | |
| CDBG (also HOME, RHF, etc.) | | | | |
| FHA Multi-Family Insurance | | | | |
| Fannie Mae DUS | | | | |
| Federal Home Loan Bank | | | | |
| Other Insurance Programs | | | | |
| County Financing Programs | | | | |
| Bank Financing | | | | |
| Bond Financing | | | | |
| Bond Underwriting | | | | |
| Tax Credit Syndicator | | | | |
| Personal Guarantees | | | | |
| Corporate Guarantees | | | | |
| Construction Services | | | | |
| Construction Contractor | | | | |
| Construction Manager | | | | |
| Infrastructure Construction | | | | |
| Design Services | | | | |
| Property Management | | | | |
| Marketing Plans | | | | |
| Property Manager | | | | |
| Site Maintenance | | | | |
| Site Security | | | | |

| | Project 1 | Project 2 | Project 3 | Project 4 |
|---|------------------|------------------|------------------|------------------|
| DBE/MBE/WBE/Section 3 | | | | |
| Dollars Paid as % of Total Development Cost | | | | |
| # of Persons Employed | | | | |
| Miscellaneous | | | | |
| Mixed Finance Qualifications | | | | |
| Supportive Services | | | | |

- a) Describe new and innovative financing techniques for raising capital that the Respondent has employed.
- b) Describe the approach to managing the financial risk associated with each Development.
- c) Describe how each Development was kept on budget and on schedule. Describe any impediments that occurred and how they were handled. Describe interactions and involvement of non-employees, such as a PHA Project Manager employed by the RBHA.
- d) Provide a statement of how you will honor all financial guarantees, should the need arise. The statement should include more than a reference to the financial statements.
- e) Describe prior Public Housing Authority developments; including the financing structure and the Developer fee structure for each.

CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf of _____ (insert name of Respondent) and its key principals that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, or any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Key Principal of Respondent

CONFLICTS CERTIFICATION

I, _____, hereby certify on behalf of
_____ (insert name of Respondent) and its key principals that:

- (i) No actual or apparent conflict of interest exists with regard to the RBHA,
- (ii) No actual or apparent conflict exists with regard to Respondent's or its key principal's possible performance as Co-Developer under this Request for Qualifications, and
- (iii) No actual or potential claim exists against the RBHA.

Signature of Key Principal of Respondent

RESPONDENT APPLICATION PRIORITY CERTIFICATION

I, _____, hereby certify on behalf of _____ (insert name of Respondent) and its key principals that:

- (i) no application for development funding submitted by this Respondent, other than by score or rank, will have priority over any application for funding for the proposed project for which is described in this RFQ or for which the Respondent and the RBHA have entered into partnership to develop and,
- (ii) that the Respondent will make every effort to give this project priority over any other projects it will be submitting funding applications for, and
- (iii) the Respondent will make every effort not to submit competing applications within the same geographic, demographic or special set-aside categories within a funding cycle, without notification to the RBHA and written approval by the RBHA, and
- (iv) the Respondent will provide notice to the RBHA of any and all contemplated competing funding applications within any same funding cycle in which the RBHA intends to submit an application.

Signature of Key Principal of Respondent

PROFILE OF FIRM FORM – Exhibit C

(This Form must be fully completed and provided for each Prime or Sub-Contractor)

(1) Prime _____ Sub-contractor _____ **(This form must be completed by and for each).**

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attach a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
| | | |
| | | |
| | | |
| | | |

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |
| | |

(7) Proposer Diversity Statement: Check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

| | | | |
|---------------------------|-------------------------|-------------------|-------------------------|
| Yes _____ | Yes _____ | Yes _____ | Yes _____ |
| Caucasian American (Male) | Public Held Corporation | Government Agency | Non-Profit Organization |
| % | % | % | % |

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

| | | | | | |
|-----------------------|-------------------|-------------------------|-------------------|------------------------|-------------|
| Yes _____ | Yes _____ | Yes _____ | Yes _____ | Yes _____ | Yes _____ |
| Resident Owned | African American | Native American | Hispanic American | Asian/Pacific American | Hasidic Jew |
| % | % | % | % | % | % |
| | | | | | |
| Yes _____ | Yes _____ | Yes _____ | Yes _____ | Yes _____ | |
| Asian/Indian American | Woman Owned (MBE) | Woman Owned (Caucasian) | Disabled Veteran | Other – Specify | |
| % | % | % | % | % | |

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(8) Federal Tax ID No.: _____

(9) If Applicable - Florida Business License No.: _____

(10) State of _____ License Type and No.: _____

(11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(12) General Liability Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(13) Professional Liability Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

(14) Debarred Statement:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a Federal, State or Local department or agency; and

(b) Have not, within a ten (10) year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or

Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (2) of this certification; and
- (d) Have not within a ten (10) year period preceding this bid, had one or more public transactions (Federal, State or Local) terminated for cause of default.

If "Yes," to any of the above please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the RBHA? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this qualifications hereby certifies that such qualifications is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham qualifications or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the qualifications price of affiant or of any other proposer, to fix overhead, profit or cost element of said qualifications price, or that of any other proposer or to secure any advantage against the RBHA or any person interested in the proposed contract; and that all statements in said qualifications are true.

(17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the RBHA discovers that any information entered herein is false, that shall entitle the RBHA to not consider nor make award or to cancel any award with the undersigned party.

Printed Name

Company

Authorized Signature

Date

REFERENCES – Exhibit D

Provide the name, mailing address, and telephone number of two community partner references, two housing authority references, two tax credit investor references, and one housing finance agency reference. References must agree to and actually verify Respondent's representations.

| | |
|-------------------------------|--|
| Community Partner | |
| Email Address | |
| Phone | |
| Contact Name and Title | |
| Community Partner | |
| Email Address | |
| Phone | |
| Contact Name and Title | |
| Housing Authority | |
| Email Address | |
| Phone | |
| Contact Name and Title | |
| Housing Authority | |
| Email Address | |
| Phone | |
| Contact Name and Title | |
| Tax Credit Investor | |
| Email Address | |
| Phone | |
| Contact Name and Title | |
| Tax Credit Investor | |
| Email Address | |
| Phone | |
| Contact Name and Title | |
| Housing Finance Agency | |
| Email Address | |
| Phone | |
| Contact Name and Title | |

**ACKNOWLEDGMENT OF RECEIPT
OF
AMENDMENT(S) AND/OR ADDENDA**

1. **AMENDMENT NUMBER(S) and dates issued:** _____

2. **ADDENDUM(A) NUMBER(S) and dates issued:** _____

3. **ISSUED BY:** Riviera Beach Housing Authority (RBHA)
4. **BRIEF DESCRIPTION OF AMENDMENT(S):**
(attach copy(s) of the first page of the Amendment(s) as issued by the RBHA)
5. **BRIEF DESCRIPTION OF ADDENDUM (A):**
(attach copy(s) of the first page of the Addenda (s) as issued by the RBHA)
6. **THE ABOVE SOLICITATION IS AMENDED OR CLARIFIED AS SET FORTH IN THE ATTACHED AMENDMENT(S) OR ADDENDUM(A) AS ISSUED BY THE RBHA. RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS/THESI AMENDMENT(S) OR ADDENDUM(A) PRIOR TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF QUALIFICATIONS, BY SIGNING THIS FORM BELOW.**

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

ACKNOWLEDGMENT OF RECEIPT:

Name

Title

Signature _____ Date _____

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 initiated by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
 - (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.

The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

- (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 - (4) Is the only offer received.
- (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
- (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors 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)

[] Black Americans [] Asian Pacific Americans
[] Hispanic Americans [] Asian Indian Americans
[] Native Americans [] 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:

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. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 988.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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

- (d) proposal submitted before final payment of the contract.
- (e) 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.
- (f) 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 thereof 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 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 this 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 agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) promotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. 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.

18. 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.

19. 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.

20. Liens

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

21. 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) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (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.

CO-DEVELOPER RFQ CHECKLIST

NOTE: The completed and signed checklist is a mandatory submission requirement.

Respondent Name: _____

Address: _____

| Y/N | MANDATORY SUBMISSION/INCLUSION REQUIREMENTS | COMMENTS |
|-----|---|---|
| | 1 Original & 5 Copies Submitted 1 Set of Financials (2 years) with Management Letters and Statement of Financial Condition | RFQ shall be submitted in sealed packages and marked Qualifications for RBHA Co-Developer # TBD |
| | Deadline Met | Deadline Time: October 19, 2019 at 3 p.m. central time |
| | Letter of Interest Submitted | As outlined in Section 3.E.2.a of the RFQ |
| | Organizational Structure & Staffing | As outlined in Section 3.E.2.b.1 of the RFQ |
| | Profile of Principals & Key Personnel | As outlined in Section 3.E.2.b.2 of the RFQ |
| | Termination, Suspension, or Disbarment | As outlined in Section 3.E.2.b.3 of the RFQ |
| | Litigation Explanation and Disciplinary History | As outlined in Section 3.E.2.b.4 of the RFQ |
| | Eligibility to Bid & Contract | As outlined in Section 3.E.2.b.5 of the RFQ |
| | Previous Housing Development Experience | As outlined in Section 3.E.2.b.6 of the RFQ |
| | Financing Experience | As outlined in Section 3.E.2.b.7 of the RFQ |
| | Green Building Experience | As outlined in Section 3.E.2.b.8 of the RFQ |
| | Capacity | As outlined in Section 3.E.2.b.9 of the RFQ |
| | Financial Statements | As outlined in Section 3.E.2.b.10 of the RFQ |
| | Insurance Requirements | As outlined in Section 3.E.2.b.11 of the RFQ |
| | References | As outlined in Section 3.E.2.b.12 of the RFQ |
| | Certifications | As outlined in Section 3.E.2.b.13 of the RFQ |
| | Proposed Development Methods & Strategy | As outlined in Section 3.E.2.c of the RFQ |
| | Utilization of DBE/MBE & WBE Business Enterprises and Section 3 | As outlined in Section 3.E.2.d of the RFQ |
| | Understanding Local Requirements | As outlined in Section 3.E.2.e of the RFQ |
| | Project Budget | As outlined in Section 3.E.2.f of the RFQ |
| Y/N | SUBMISSION OUTLINE | To receive the maximum points; the Response to this RFQ shall be submitted in accordance with the outline in Section 3.E.3.a. of the RFQ. |
| | Evidence of the Respondent's Ability to Perform the Work | Maximum points – 20 Points Awarded _____ |
| | Describe methods for deriving best possible terms for long term financial feasibility. | Maximum points – 15 Points Awarded _____ |
| | Project Approach and Ability to Meet Deadlines | Maximum points – 15 Points Awarded _____ |
| | Financial Capacity | Maximum points – 20 Points Awarded _____ |
| | Responses to Exhibit B-2, a – e | Maximum points – 15 Points Awarded _____ |
| | Demonstrated Knowledge of Governmental Regulations | Maximum points – 10 Points Awarded _____ |
| | DBE/MBE/WBE/Section 3 | Maximum points – 5 Points Awarded _____ |

| Y/N | MANDATORY REQUIREMENT ATTACHMENTS | Submissions MUST include ALL of the required documentation as requested per the RFQ. Failure to do so may result in disqualification from the solicitation without further review. |
|-----|--|--|
| | Exhibit A - Certification of Respondent Regarding DBE/MBE/WBE/Section 3 Requirements | |
| | Exhibit B | For each project described in Section 3.E.2.b.6 per the RFQ. |
| | | |
| | Non-Collusive Affidavit | |
| | Certification Regarding Lobbying | |
| | Conflicts Certification | |
| | Respondent Application Priority Certification | |
| | Exhibit C Respondent Profile Form | For each Prime and Subcontracting firm |
| | References | Two (2) community partner references, two (2) housing authority references, two (2) tax credit investor references, and one (1) housing finance agency reference. |
| | Acknowledgement of Receipt of Amendment / Addenda of Solicitation | Applicable if the RBHA issues an Amendment or Addenda prior to the RFQ deadline date. |
| | HUD Form 5369-C Certifications and Representations of Respondents | Form may be downloaded at: http://www.hud.gov/offices/adm/hudclips/forms/hud5a.cfm |
| | Co-Developer RFQ Checklist | Signed and dated by Key Principal of Respondent |
| | Insurance Documentation | As outlined in Section 3.E.2.b.11 of the RFQ |

Key Principal of Respondent

Name: _____

Signature: _____ Date: _____

| Evaluation Committee | Comments |
|----------------------|----------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |