



Gary Housing Authority

# REQUEST FOR QUALIFICATIONS (RFQ)

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**PROJECT NAME:** PHA & CITY-WIDE DEVELOPMENT PARTNER SERVICES  
**SPECIFICATION No.:** 2019-100-030  
**DATE ISSUED:** FRIDAY, JUNE 14, 2019  
**SUBMISSION DEADLINE:** WEDNESDAY JULY 31, 2019 AT 2:00 P.M. (CST)

**ALL QUALIFICATIONS AND OTHER COMMUNICATIONS  
MUST BE ADDRESSED AND RETURNED TO:**

The Gary Housing Authority  
Department of Procurement Services  
578 Broadway, 2<sup>nd</sup> Floor  
Gary, Indiana 46404

**ATTENTION:** Taryl Bonds, Deputy Executive Director

**CONTACT:** Taryl Bonds, Deputy Executive Director

**PHONE:** 219-881-7919, **E-MAIL:** [tbonds@garyhousing.org](mailto:tbonds@garyhousing.org)

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Qualifications must clearly indicate the name of the project, "**PHA & City-Wide Development Partner Services**", the Specification Number "**2019-100-030**" and the time and the date specified for receipt. The name and the address of the Offeror must be clearly printed on all correspondence. Qualifications will be accepted at The Gary Housing Authority, until **2:00 p.m. (CST), on July 31, 2019.**

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**Julian Marsh**  
**EXECUTIVE DIRECTOR**

# SOLICITATION INFORMATION

<b>PRE-SUBMISSION MEETING:</b> Date, Time and Location:	<b>Tuesday, July 16, 2019 at 10:00 a.m. (CST)</b> at Genesis Towers 578 Broadway, 2 <sup>nd</sup> Floor Gary, IN 46404
<b>PROJECT DEADLINES</b> Deadline for Questions: Submission Deadline:	<b>Monday, July 22nd, 2019 by 2:00 p.m. (CST)</b> <b>Wednesday, July 31st, 2019 by 2:00 p.m. (CST)</b>  <i>Questions should be submitted via email to Mr. Taryl Bonds, Deputy Executive Director, at the following email address:</i> <a href="mailto:tbonds@garyhousing.org">tbonds@garyhousing.org</a>
<b>PROPOSAL ADDRESSEE INFORMATION:</b>	To: Mr. Taryl L. Bonds Deputy Executive Director The Gary Housing Authority 578 Broadway, 2 <sup>nd</sup> Floor Gary, IN 46404
	From: Contact Name, Title Bidder's Name (Firm Name) Address Specification Name and Number Date and Hour Deadline Contract Administrator
If more than one envelope/box shall be used to deliver the package, both envelopes/boxes <b>MUST</b> clearly indicate the required information.	
<b>DOCUMENTS TO BE SUBMITTED</b>	One (1) 'ORIGINAL' Proposal Package Three (3) 'COPY' Proposal Packages One (1) <b>Electronic</b> Proposal Package One (1) 'ORIGINAL' Sealed Bid Form/Fee Proposal
One (1) original proposal package, three (3) copies of the proposal package, one (1) electronic copy via flash drive, and one (1) Sealed Bid Form/Fee Proposal, marked Confidential <b>MUST</b> be mailed or hand delivered to the Gary Housing Authority address listed above by the <b>Wednesday, July 31, 2019 at 2:00 p.m. (CST)</b> deadline. <b>NO EMAILED OR FAXED RESPONSES WILL BE ACCEPTED.</b>	
<b>PROPOSERS ARE STRONGLY ENCOURAGED TO ENTER FIRM PROFILE INFORMATION DIRECTLY ONTO THE GHA WEBSITE UNDER VENDOR REGISTRATION</b> <a href="http://www.garyhousing.org">www.garyhousing.org</a>	

## BUILDING PROFILE

The GHA manages 1,425 low income housing units, comprised of the following properties:

For the purposes of this RFQ, units at the following developments are eligible for the use of Development Partner Services. While the current GHA real estate portfolio is the initial, intended target for this RFQ, the GHA in partnership with the City of Gary, Department of Community Development, the Gary Redevelopment Commission, and the winning Development Partner(s) and PBV Proposer(s), may add other acquired sites throughout the City of Gary and up to 5 miles outside of the City limits to the scope of services.

Additionally, all activities, endeavors, initiatives and actions undertaken as a result of an award of this RFQ are hereinafter understood and incorporated by reference, to be in partnership with the GHA, it's Entities, Instrumentalities and/or Affiliates, and is subject to GHA final prior approval.

GHA BUILDING PROFILE					
No.	Name	Property Address	City & State	ZIP	Building Type
11-01	Genesis Towers	578 Broadway (Office)	Gary, IN	46402	Senior Citizen High Rise
11-02	Carolyn Mosby High Rise	650 Jackson Street (Office)	Gary, IN	46402	Senior Citizen High Rise
11-03	Al Thomas High Rise	100 West 11 <sup>th</sup> Avenue (Office)	Gary, IN	46406	Senior Citizen High Rise
11-03	Gary Manor	11 <sup>th</sup> Avenue & Broadway	Gary, IN	46406	Family Development
11-03	Broadway Manor	12 <sup>th</sup> Avenue & Broadway	Gary, IN	46406	Family Development
11-04	Glen Park High Rise	3280 Pierce Street (Office)	Gary, IN	46408	Senior Citizen High Rise
11-05	Concord Village 1	5001 W. 19 <sup>th</sup> Avenue (Office)	Gary, IN	46407	Family Development
11-05	Concord Village 2	19 <sup>th</sup> Avenue & Hanley Street	Gary, IN	46407	Family Development
11-05	Concord Village 3	19 <sup>th</sup> Avenue & Clinton Street	Gary, IN	46407	Vacant Land
11-05	Concord Village 4	5 <sup>th</sup> Avenue & Hamlin Street	Gary, IN	46406	Family Scattered Sites
11-07	Delaney Community (East)	2234 Attucks Place (Office)	Gary, IN	46407	Family Development
11-07	Delaney West	21 <sup>st</sup> Avenue & Polk Street	Gary, IN	46407	Vacant Land
11-09	Colonial Gardens 3	49 <sup>th</sup> Avenue & Tennessee Street	Gary, IN	46409	Slated for Demolition
11-10	Dorie Miller Homes	1722 E. 21 <sup>st</sup> Avenue (Office)	Gary, IN	46407	Family Development
11-10	Dorie Miller East Point	21 <sup>st</sup> Avenue & Alabama Street	Gary, IN	46407	Family Development
11-10	Dorie Miller Heights	5 <sup>th</sup> Avenue & Marion Street	Gary, IN	60201	Family Scattered Sites

## SECTION I – INTRODUCTION & BACKGROUND

### I. INTRODUCTION

The Gary Housing Authority (“GHA”) is requesting qualification submissions and project based voucher (PBV) proposals from qualified Development Firms, with extensive experience in developing mixed-use (e.g. commercial/retail/residential), Mixed-Finance (e.g. Federal, State, Local, Public and Private funding), market rate and affordable housing. The selected firm(s) will become the GHA’s Development Partner(s) for the development and/or redevelopment of the GHA’s housing stock through new construction and/or acquisition with or without rehabilitation.

The Development Partner(s) will provide the necessary skills, expertise and capacity to implement the development and/or redevelopment of various sites within the GHA’s current real estate portfolio, and/or sites acquired throughout the City of Gary and up to five miles outside of the City limits.

GHA is looking for experienced Development Partners that have successfully developed and implemented development and/or redevelopment plans that help to transform neighborhoods and spur revitalization of the targeted and surrounding areas.

The selected Development Partner(s) will be expected to work closely with GHA to create, inform and refine the Authority’s vision for the various site(s), assure the timely implementation of a consensus redevelopment plan, and foster long-term operational viability. GHA intends to serve as Co-Developer for all projects. All activities, endeavors, initiatives and actions undertaken as a result of an award of this RFQ are hereinafter understood and incorporated by reference, to be in partnership with the GHA, it’s Partners, it’s Entities (e.g. Instrumentalities and/or Affiliates) and is subject to GHA final prior approval.

The Offeror’s response to this Request for Qualifications shall include all attachments and any additional requested documentation noted in this Request for Qualifications.

### II. BACKGROUND

The GHA is a public agency, formed under the United States Housing Act of 1937, charged with providing decent, safe and affordable housing for low-income persons. The GHA provides publicly assisted housing, comprised of conventional public housing, Section 8 housing. The GHA currently manages nearly 1,425 public housing units under the Annual Contributions Contract (ACC) in sixteen developments geographically divided into ten asset management projects (AMPs). Additionally, the GHA administers 1,710 Housing Choice Vouchers and 53 Moderate Rehabilitation Units.

The United States Department of Housing and Urban Development (“HUD”) provides the funding for this work and therefore all work performed must be in compliance with all rules and regulations of this program, and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD’s Modernization Design Standards and Federal procurement requirements. In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with state, county and local laws and regulations.

For additional information about the GHA and our programs, please visit our website at [www.garyhousing.org](http://www.garyhousing.org).

### **III. Site Information**

Previously known as the City of the Century, the City of Gary (just over 30 miles from Chicago) once flourished with manufacturing jobs and development. Founded in 1906, Gary, like many turn-of-the-century industrial cities, developed around a particular industry. For Gary, that industry was steel. As competition from overseas and technological advances caused the might of Big Steel to wane, the City acutely suffered. Since 1960, steel's workforce in the area has been cut by more than half. Since then, the City has become home to an increasingly aging, poorer, and more heavily minority-concentrated population. These trends have had a tremendous impact on the City, which have also had major impacts on GHA's residents and the quality and security of the GHA's public housing portfolio.

Since its founding in the 1930s, many low and moderate income Gary residents have relied on the Gary Housing Authority (GHA) to provide safe, quality, and affordable housing options within the City of Gary. The GHA, in partnership with a Development Partner, aim to assist in offsetting these trends of disinvestment and decline by injecting public and private investments into the redevelopment of various GHA public housing sites, and the development of newly acquired sites throughout the City of Gary.

The GHA is a critical source of affordable housing for the City of Gary, as well as the greater Calumet/Northwest Indiana region. GHA is responsible for providing long-term rental housing and rental assistance within the City of Gary and currently serves more than 6,500 Gary residents. GHA's sixteen active public housing sites are spread throughout the City in roughly seven Gary neighborhoods. Each of these neighborhoods is unique and contains various locational advantages. Each current public housing site; and targeted sites for acquisition, have proximity to primary community assets, including grocery stores, health centers, transportation options, schools, libraries, recreation space, childcare centers, and other City service providers. While significant portions of Gary's built environment have dwindled throughout the City, many areas continue to harbor concentrations of assets that serve to improve the quality of life for residents and allow them the opportunities to thrive.

### **IV. Method of Solicitation**

GHA is soliciting qualification submissions and PBV proposals from firms with a documented track record of implementing transformative master development plans utilizing the mixed-finance and mixed-use model of development.

Responses will be evaluated by a GHA evaluation committee utilizing the evaluation criteria outlined in Part V of this RFQ. GHA will negotiate key business terms with the highest-ranked firm(s). If negotiations are successful, the evaluation committee will make recommendations for award to the GHA's Board, which will make the final determination of award.

If an award is made through this solicitation, all team members identified and approved by GHA in the response to this RFQ will be considered competitively pre-procured. Should the Development Partner choose to identify any major team members at a later date, GHA approval will be required. The Development Partner must ensure that their team complies with all City of Gary licensing, certification and contracting requirements.

The GHA, in its sole discretion, reserves the right to make multiple awards.

## SECTION II – SCOPE OF SERVICES

### I. SCOPE OF SERVICES

The Development Partner(s) shall manage a full-service team to define a cohesive master plan for any selected sites within the current GHA portfolio, and/or through acquisition, of any sites selected City-Wide and up to five miles outside of the City of Gary's jurisdiction. The Development Partner shall also, within the context of the surrounding neighborhood, structure the financing and implement the redevelopment plan in one or more phases, provide qualified property management services responsive to the needs/requirements of all funding entities and GHA, as well as identify and provide the supportive services appropriate for the residents during operations.

The Development Partner(s) will have primary responsibility for developing a feasible financing and implementation plan that incorporates a variety of funding sources such as Low Income Housing Tax Credits, New Market Tax Credits, Bond Financing, Federal Home Loan Bank, Permanent Debt, CDBG, HOME, AHP, RAD, Project Based Vouchers, Private Foundation Funds and such other sources as may be available and appropriate. The Development Partner is expected to be experienced with the requirements of all financing programs it proposes to use.

The selected Development Partner will also be responsible for implementation of the redevelopment program, in accordance with a GHA approved schedule. It is GHA's intention that the selected Developer(s) would submit a LITHC application to the Indiana Housing and Community Development Authority (IHCDA) in the next available round if feasible.

GHA is currently in the process of developing a comprehensive strategy for addressing the housing and redevelopment needs of all of the agency's public housing properties. GHA reserves the right to, in its sole discretion, extend or replace the services awarded in this solicitation to include similar redevelopment activities at other Gary Housing Authority-owned properties or sites acquired throughout the City of Gary.

In addition to the Development Partner(s) scope of services listed above, the Gary Housing Authority is also soliciting Project Based Voucher (PBV) proposals, from those interested and potential Development Partners, whereby the PBV rental assistance is attached to the structure(s). The GHA will enter into HAP contracts with the owner(s) for the redevelopment and rehabilitation of existing or newly constructed housing. During the term of the contract, the GHA will make HAP payments to the owner for units leased and occupied by eligible families. The Gary Housing Authority may provide up to 20% of its budget authority as allocated by HUD for use in the Project Based Voucher program. The PBV program requires compliance with all equal opportunity requirements under federal law and regulations including the authorities cited at 24 CFR 5.105(a).

The Project Based Voucher (PBV) Program is a component of the GHA's Housing Choice Voucher (HCV) Program. The GHA may attach up to 20% of its voucher assistance allocation to specific housing projects and /or units if the owner/developer agrees to either rehabilitate or construct new units, or the owner agrees to set-aside a portion of the units in an existing development. Both newly constructed and/or rehabilitated units must meet HUD housing quality standards. The operation of a PBV program is consistent with the GHA's Annual Plan and 5-Year Action Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities. Additionally, this request for PBV proposals does not limit said proposals to a single site or impose restrictions that explicitly or practically preclude owner/developer submission of proposals for PBV on different sites.

## II. ROLE OF GHA

GHA will be an active participant throughout the process. As such, GHA must be included in all aspects of the project, including preparation of documents, discussion with potential and selected investors, meetings with contractors, consultants and stakeholders and selection of key team members. GHA's share of the developer fee will be negotiated with the Development Partner. GHA will have prior approval rights to all contracts to be executed as part of the project.

### *General*

- Partnership and Ownership Structure – GHA intends that a limited partnership or limited liability company will be formed for the purpose of owning the project. The GHA or a GHA Entity (e.g. instrumentality and/or affiliate) intends to participate in the ownership structure of each transaction as a general partner or member of the Owner Entity. The GHA or a GHA Entity further intends to serve as a Co-Developer and receive a portion of the developer fee. The exact structure of the partnership shall be subject to review and approval by legal counsel and the duties of each partner/member shall be set forth in each Partnership/Operating Agreement.
- HUD Contact – GHA will manage and take responsibility for all communication with HUD, and the submission of program documents and evidentiaries to obtain all HUD approvals including, but not limited to, disposition approval. To the extent any such documents or evidentiaries are within the particular knowledge or responsibility of the Development Partner, GHA will expect the Development Partner to prepare such documents and evidentiaries as GHA may direct.
- Landowner – The GHA expects to structure the land acquisition according to tax credit requirements and project debt capacity. At financial closing, GHA expects to maintain its fee simple interest in the properties, and the Partnership, as tenant, will enter into a long-term ground lease with GHA, as landlord, and execute a bill of sale whereby the Partnership will take title to the improvements constituting the project and will lease the land from GHA. Except in the event of the GHA's default thereunder, upon termination of the Ground Lease, ownership of the improvements constituting the property shall revert to GHA. The annual rent under the Ground Lease shall be for a mutually agreed upon amount to be paid annually out of the cash flow from the project.

### *Pre-Development*

- Participation in site/unit designs – The Development Partner's team will be responsible for working with GHA staff, land planners, engineers, etc. in developing a master plan for the site that connects and complements the surrounding neighborhood. It is understood that the elements of the redevelopment plan will be revised and refined as required in connection with the development of site plans, input from GHA, local stakeholders, the requirements of zoning, financing constraints, cost considerations and other matters. GHA will be involved in all of the design processes to finalize the site plan, the building designs and floor plans. Also, GHA will review and approve the construction drawings and the specifications.

The Development Partner must commit to designing the site(s) and buildings in a manner fully responsive to the requirements of all applicable national, state and local codes and regulations, HUD design objectives related to energy efficiency and green building, and design standards imposed by financing entities such as Indiana Housing and Community Development Authority (IHCDA) and any other such entities as required.

## ***Financing***

- Provider of Funding for Leverage Purposes – GHA may contribute a yet to be defined amount of funds to implement the redevelopment effort. The Development Partner will be required to maximize the leveraging of any GHA funds and to secure all necessary private and other public funding to implement the redevelopment program. Prospective respondents should be aware that the amount of funds that GHA has available to contribute to the redevelopment effort are limited. Any GHA funds are anticipated to be a loan to the project, which would be in the first position, after any required private debt and deferred developer fee payments.
- Pre-development Funding – GHA may provide a limited portion of the costs associated with pre-approved third-party predevelopment costs (excluding any developer overhead costs), subject to HUD approval of a predevelopment budget request. The use of all funds contributed by GHA must comply with applicable regulations based on the source of the funds. Any funds expended by GHA for predevelopment shall be reimbursed to GHA at the financial closing.
- Provider of Operating Subsidies – GHA may make financial contributions toward the cost of operating the public housing units, if applicable, in the form of federal operating subsidies. As applicable, the provision of the operating subsidies will be contained in a Regulatory and Operating Agreement, the terms of which will be negotiated between GHA and the selected Development Partner and approved by HUD. In compliance with federal regulations and competitive solicitation requirements, Section 8 Project Based Vouchers; if not leased, will be available for the development and/or redevelopment effort but are not guaranteed.

## ***Developer Partner Oversight***

- Asset Manager – GHA will have asset management responsibilities related to the market rate and affordable housing units, as well as all other units in which GHA or its Entity has an ownership interest. GHA will monitor and enforce the terms of its Lease and the Regulatory and Operating Agreement with the Development Partner and require that all housing units be managed in accordance with applicable local, state, and federal requirements.
- Monitor Development Partner's Compliance with Section 3 – GHA will monitor the Development Partner's plans and efforts for reaching Section 3 goals and objectives. Section 3 requirements include not only resident employment but also contracting with Section 3 business entities.
- Monitor Development Partner's Compliance DBE/WBE Contracting Goals – GHA will monitor the Development Partner's plans and efforts for reaching eligible Disadvantaged Business Enterprises (DBE), and Women Business Enterprises (WBE) goals and objectives. The Development Partner's strategy must be coordinated and integrated with GHA's compliance efforts throughout the development process.

## ***Contract Administrator***

- GHA Participation – GHA will be involved in the predevelopment process and review all project contracts, invoices and draws for approval. GHA will review the Development Partners construction financing and equity investor solicitations, the list of potential investors and the responses. The GHA and the Development Partner shall conduct investor solicitation process in a form that ensures maximum participation. GHA will be involved in selecting the investors that provide the best terms of the project and shall approve the investors. This process will be outlined in detail in

the Master Development Agreement. Also GHA will be intimately involved with the construction process from bidding to solicitation award, notice to proceed and to contract closeout. GHA will attend all construction meetings and review and approve all construction draws and amendments regardless of whether or not GHA funding sources are utilized. GHA will hire a construction administrator, the cost of this contract will be included in the development budget as a project expense, with a not to exceed amount to be negotiated between GHA and the Development Partner.

### ***Asset Management***

- Property Management – GHA desires to manage the property after it is completed.
- Asset Management – GHA will monitor Developer Team and Investor performance during the operations phase of the project to ensure compliance with all applicable evidentiary documents including the Regulatory and Operating Agreement.

## **III. ROLE OF DEVELOPMENT PARTNER**

Throughout the redevelopment effort, the Development Partner(s) will work closely with all stakeholders, including GHA staff, the surrounding community, GHA consultants, and appropriate federal, state and local agencies. The Development Partner(s) will be responsible for ensuring that the development and/or redevelopment plan is approved, financed and implemented in a timely fashion.

### ***General***

- **Oversee and Implement Redevelopment Efforts** - Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the development project fully and expeditiously.
- **Hire and Manage Consultants and Contractors Necessary for Planning and Implementation** - Develop LIHTC applications (for both competitive and non-competitive credits) and such other funding applications as necessary to fully implement redevelopment of the selected site(s). Procure other consultants and/or contractors and coordinate all tasks necessary for all financing applications, finalization of the site-specific redevelopment plans, and all implementation tasks. At a minimum, the Development Partner will need to procure, oversee and manage all consultants appropriate as necessary to complete funding applications, master planning, architectural, environmental review, market analysis, geo-technical studies, civil, mechanical and electrical engineering, and any other activities deemed necessary by the Development Partner and GHA.
- **Maintain Communication Regarding Project Progress with GHA, all key stakeholders and the larger public** – GHA will establish a regular schedule of team meetings, in which the Development Partner will participate. Moreover, the Development Partner will be responsible for submitting monthly progress reports to GHA in such formats and media as it might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, and other items.
- **Develop and Maintain Quality Control Measures** - The Development Partner is responsible for ensuring the Project is constructed and managed with the highest quality materials and workmanship. The Development Partner will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.

- Develop and Maintain a Detailed Development Schedule and Critical Path Schedule - Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for construction, and lease-up and stabilization.
- Foster Resident Involvement in Project Implementation - Facilitate and foster the involvement of the community in the design and implementation of the redevelopment plans. In cooperation with GHA, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.
- Be Responsive to Local Community, Neighborhood, and Governmental Interests - Promote and maintain good relations with community and neighborhood groups, as well as federal, state and local governments.
- Compliance with Laws - Comply with all applicable federal, state and local laws, rules and regulations applying to the activities required by the Master Development Agreement.
- MBE/WBE/DBE Opportunities - The Development Partner will take all necessary affirmative steps to assure that disadvantaged, minority and women-owned business enterprises are used to the greatest extent feasible in compliance with federal policy and consistent with GHA Policy. The GHA's goals and expectations are that the selected Development Partner will meet or exceed 20 percent of the total value of all contracts and subcontracts awarded to qualified MBE/WBE/DBE firms, and 5 percent of the total value of all contracts and subcontracts awarded to qualified woman owned firms. The selected Development Partner shall have a viable program in place to assure the goals are met or exceeded. A monthly report to GHA is required by the Development Partner to accurately demonstrate the level of effort and compliance.
- Section 3 - The Development Partner will be expected to develop a strategy in coordination with GHA, for fostering Section 3 employment, training and contracting opportunities throughout the redevelopment process that are consistent with the requirements of 24 CFR Part 135 and consistent with GHA policy. GHA is committed to ensuring that all contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 qualified persons. The Section 3 employment goal is 30-percent of all new hires. Further, all contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of HUD funding shall take necessary and reasonable steps to provide business opportunities to Section 3 qualified business concerns. The Section 3 contracting goal is 10% of value for construction contracts and 3% of value for non-construction contracts. The selected Development Partner shall have a viable program in place to assure the goals are met and/or exceeded. A monthly report to GHA is required by the Development Partner to accurately demonstrate the level of effort and compliance.
- Local Contracting – The Development Partner shall undertake reasonable efforts to involve qualified local consultants and contractors in the redevelopment effort. For this purpose, “local” means firms located in the City of Gary and Lake County Indiana.

### *Pre-Development*

- Prepare Feasibility Assessments, Market Analyses and Appraisals - In order to develop the overall development approach for the site, prepare such feasibility assessments, market analyses and appraisals as necessary to confirm the respective redevelopment approach. The Development Partner will also be responsible for any additional market analyses and appraisals to develop and obtain financing for the development.
- Assistance with HUD Applications – Assist GHA with preparation of HUD disposition, designated housing and other applicable applications, including but not limited to grant applications, as needed and requested, including providing relevant information and reports.
- Prepare Redevelopment Plans – In consultation with the GHA, the community and other stakeholders, refine the plan for redevelopment consistent with program goals and as acceptable to the GHA and the community.
- Obtain Environmental Clearances - In collaboration with GHA, procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, including HUD environmental review approval under Part 58.
- Plans and Specifications - The Development Partner will be responsible for the preparation of all necessary infrastructure and building plans and specifications that comply with the requirements of all permitting and regulatory entities, which documents, and designs will be subject to the GHA review and approval.

### *Financing*

- Produce an Overall Financing Plan - Produce an attainable financing plan for the overall redevelopment effort. The overall financing plan will be developed in conjunction with the redevelopment plan and market analysis. The redevelopment plan shall reflect the realities of the overall financing plan and market analysis while the financing plan will reflect the goals of GHA. The financing plan must demonstrate a sensitivity and approach to maximizing 4% and 9% LIHTC to the greatest extent possible.
- Prepare the Mixed-Finance Development Proposal (formerly known as HUD Rental Term Sheet) and HUD PBV Subsidy Layering Proposal. Provide required information for the preparation of such mixed-finance proposals and documents needed to fully implement the redevelopment effort. GHA shall submit all necessary mixed-finance proposals to HUD for review, shall prepare the evidentiary documents for which it is responsible, and shall make all evidentiary submissions to HUD (as described earlier in the section entitled Role of GHA). The Development Partner shall prepare the evidentiary documents for which it is responsible.
- Financing Application(s) - In accordance with the Master Development Agreement, the Development Partner will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the development and/or redevelopment plans in a timely fashion, which may include, but not be limited to: tax credits; tax-exempt bonds; federal, state and local funds; and private debt.
- Maximize the Leveraging of Public and Private Resources - Maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners

and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by GHA. In the case of any identity of interest between the Development Partner and any lender, syndicator or other financing partner, the Development Partner must demonstrate how the proposed terms are most favorable to other terms available in the market and obtain written approval from GHA.

- Obtain Equity Investment - Using an open and competitive process, obtain equity financing commitment on the best terms currently available as required by the Master Development Agreement and subject to GHA's approval. GHA intends to participate in the development of the solicitation documents for investors, in the review of the letters of interest received and the ranking and scoring of all responses. GHA will need to approve the proposed investors for the project.
- Guarantees - In accordance with the Master Development Agreement, provide all guarantees required for the successful financing of the redevelopment effort, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement. GHA will require that the Development Partner demonstrate financial ability to honor the guarantees, and indicate how they intend to honor the guarantees if necessary.
- Operating Feasibility - As required in the Master Development Agreement, structure such reserves and other devices as will reasonably guarantee the long-term operating feasibility of the Project, utilizing no more subsidy than committed by GHA (as applicable).
- Accounting/Financing - As to be provided for in the Master Development Agreement, maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

### ***Construction***

- Hire Qualified General Contractors and Oversee Construction Activities - The Development Partner will create and implement a competitive process for selecting the most qualified General Contractor. During construction, the Development Partner shall provide oversight, and management of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities. As regular onsite construction monitoring is critical to the success of the project; the Development Partner must have a full-time onsite presence during the term of construction. Any construction management, other than by GHA or investor representatives, is considered Development Partner overhead and may not be paid with project funds.
- Facilitate Necessary Site Improvements - Pursuant to the Agreement, the Development Partner shall initiate and complete site work and infrastructure construction in collaboration with GHA.
- Implement Development Program - In accordance with the final development plans approved by HUD, the Development Partner will develop all improvements associated with the development program

### ***Ownership and Asset Management***

When required and/or as deemed necessary by the GHA, the Development Partner shall:

- Organize Ownership Entity - Upon completion of the redevelopment plan and its acceptance by GHA, the selected Development Partner will be expected to organize an ownership entity and structure approved by GHA and the requirements of other financing entities. GHA intends that a limited partnership or limited liability company will be formed for the purpose of owning the project. GHA or a GHA affiliate intends to participate in the ownership structure of each transaction as a general partner or member of the Owner Entity. GHA or a GHA Affiliate further intends to serve as a Co-Developer and receive a portion of the developer fee. The exact structure of the partnership shall be subject to review and approval by legal counsel and the duties of each partner/member shall be set forth in each Partnership/Operating Agreement.
- Ensure the Short- and Long-Term Viability of the Redeveloped Project – The Development Partner shall develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the project.
- Select and Oversee a Property Management Firm for the Rental Units – The Development Partner team shall include a property management firm that meets lender and/or investor qualifications and is committed to building the capacity of GHA to assume future management responsibility for the mixed-use and mixed-finance units.
- Market and Lease-up the Rental Units - The Development Partner shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements.

## SECTION III – GENERAL REQUIREMENTS

### I. PROPOSAL FORMAT

Offeror must submit one (1) original, four (4) copies and one (1) electronic copy of its qualifications submission in three ring binders on 8X11 paper. Please include only one copy of the financial statements in a separate envelope marked Confidential. **Include one flash drive of the entire submission in electronic file format (please note financial statements should not be included on the flash drive).** These items should be delivered in a sealed package clearly marked “**Development Partner Qualifications.**” Qualifications must include, in the same order as below and using the forms attached hereto, the following information, attachments and/or schedules:

The required submission must be bound and each section tabbed. A detailed Table of Contents must be provided. Each section must be clearly labeled using the titles and sequence outlined below.

1. Letter of Interest
2. Team Description
3. Development Partner Experience
4. Profiles of Development Team Members
5. Proposed Key Business Terms
6. Methodology
7. Financial Capacity and References
8. MBE/WBE/DBE/Section 3 Participation Plan
9. Required Forms and Certifications

Offeror shall fully read, comprehend and where applicable execute all attachments described in this solicitation. Offerors shall demonstrate successful experience in providing the services described in this Request for Qualifications.

Offeror may be an individual or a business corporation, partnership or a joint venture duly authorized to do business in Lake County and Gary, Indiana, financially sound and able to provide the Development Partner services being procured by the GHA.

If Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information, and the GHA discovers it thereafter, then the GHA could disqualify the submission or terminate the Contract.

Offeror must be in good standing with any Federal, State or local government that has or has had a contracting relationship with the Offeror. Therefore, if a Federal, State or local government entity has terminated any Contract with Offeror for deficiencies or defaults, that Offeror is not eligible to submit a response to this solicitation.

### II. DESCRIPTION OF SUBMISSION REQUIREMENTS

The following provides guidance on what the qualifications-based submission must contain and how it must be organized. The purpose of this information is to establish the requirements, order and format for responses, and to ensure that the submissions are complete, include essential information and can be fairly evaluated. Respondents are requested to avoid duplicative materials and redundancies in the submission.

1. Letter of Interest: Respondents should include the following:
  - a. Summary of key information about the firm and its qualifications.
  - b. Contact information for the primary contact person, including email/phone number.
  - c. Statement that the submission will remain valid for not less than 90 days from the date of submission.
  - d. Signature provide by an authorized principal of the Development Partner's firm.
  
2. Team Description: Provide general information on the Development Partner and members of the development team, including the following:
  - a. Contact person, title, telephone number and e-mail address.
  - b. Name of Development Partner, main address, telephone number and e-mail address.
  - c. Address, phone number and email address of office from which services will be provided, if different from above.
  - d. Description of the firm size, number of employees, and a description of type, location, scheduled completion and dollar value of the projects currently in the process of being developed.
  - e. Identify the individual who will serve as Project Manager for the development team and who will direct and coordinate the development effort through completion. Describe the project manager's prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process.
  - f. Provide an organizational chart of the development team. All entities that comprise the team must be identified including asset management staff, consultants, contractors, and attorneys, indicating their specialization(s), and specific contribution to the team.
  - g. Indicate whether the Development Partner or any team member has ever been terminated from a contract, and if so, describe the circumstances and outcome.
  - h. Indicate whether the Development Partner or any team member has ever sued or been sued by a housing authority, and if so, describe the circumstances and the outcomes.
  - i. Indicate any Identity of Interest relationships between the Development Partner and any team member.
  
3. Development Partner Experience: Provide an overview of the Development Partner's experience in the planning, construction and management of projects similar to what is requested in this solicitation.

Include the following information for the last five (5) years:

- a. List of all mixed-use and mixed-finance commercial, market rate and affordable, rental housing family communities (preferably involving partnerships with housing authorities) successfully closed and/or completed within the past 5 years, identifying location, number

of financing phases, sources of financing, including, when applicable, the size of the tax credit allocations and tax-exempt bond allocations received, who the investor was and how much the investor paid for the tax credits (expressed in cents per tax credit dollar). Specify the number of units, the unit size, the income groups served and the cost of each project. Provide evidence of timely development demonstrating that projects were on schedule and within budget.

- b. Provide a description of the development team's prior experience working together. In addition, provide examples of the team's prior experience with projects of similar scope and size.
- c. Provide a narrative description of the team's previous experience in integrating community and supportive services and Section 3 goals into the overall development and maintenance of similar projects.
- d. Indicate the projects, which employed sustainable development techniques and green building initiatives.

Demonstrate experience with property management (either directly or through supervision of property management provided by a third party). Include information about income groups served, current occupancy levels, operating deficit history and LIHTC and Project Based Voucher, HUD compliance history.

4. Profiles of the Development Team Members:

- a. Provide profiles of key staff, including the Project Manager, who will be involved in the redevelopment effort. Specify the roles of key staff in carrying out this development initiative and their previous experience with housing development and redevelopment. Indicate the capacity of the current staff, including detailed information about how many projects they will be working on to reach financial closing in the current and subsequent year, and how many projects where they will be overseeing construction in this timeframe.
- b. For team members not directly employed by the Development Partner, provide a narrative overview of their experience in contributing to successful mixed-use and mixed-finance commercial, market rate and affordable housing developments and the role anticipated in this engagement.

5. Proposed Key Business Terms:

- a. Respondents must describe any fees or other charges, other than the Developer Fee, that the Developer would be proposing to be paid to itself or any affiliate during predevelopment, development or operations. Please note that any fees listed in this response may or may not be approved by GHA during the negotiations of the Master Developer Agreement and subsequent evidentiary documents.
- b. Respondents must provide a description of the type and amount of contributions they are willing to make to the project to help to leverage LITHC funding.
- c. Provide a narrative that describes any unique resources that the Development Partner will commit during for this project.

- d. Describe how the Development Partner's will provide the most effective use of public resources.
- e. Describe key financial terms including sharing of developer fee, ground leases, asset management fees, etc. that the firm proposes to provide to GHA.

6. Methodology:

- a. Describe the steps necessary to implement the entire redevelopment program as well as a detailed proposed schedule for implementing the project. The proposed schedule should include all necessary reviews, submissions, applications and approvals (local, HUD, and LIHTC related).
- b. Provide a preliminary predevelopment budget for the project.
- c. Provide a narrative that addresses how the Development Partner will effectively use public resources. GHA will rate highest methodologies in which the Development Partner shows restraint in its fees and creativity in its leverage of other resources, both capital and in-kind, so as to minimize the net use of public funds, and in which the Development Partner maximizes funds, including the degree to which GHA will share in developer fees, management fees and cash flow.

7. Financial Capacity and References:

- a. Attach three concurrent years of the firms most recent audited or Certified Public Accountant prepared financial statements from each member of the Development Partner's team who will be providing any guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited or CPA prepared financial statements are available. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements may be placed in a separate sealed envelope marked "Confidential."
- b. Provide a statement indicating how the Development Partner will honor all financial guarantees, should the need arise.
- c. Provide a minimum of five references for the Development Partner. References must be relevant to the scope of work as anticipated in this RFQ.

8. M/BE/WBE/DBE and Section 3 Participation Plan

The response must include action plans and participation schedules. Responses should evidence that GHA's stated participation goals, in terms of DBE, WBE, and Section 3 business enterprise contracting, and Section 3 resident employment and training, will be met. The response must include a discussion of the approach and methods your team will utilize to assure significant employment of residents of GHA and other individuals eligible as Section 3 participants. The response must indicate that the Development Partner will require all contractors and subcontractors to utilize appropriate apprenticeship programs when available as a means to meet the Section 3 employment goals. Identify the extent to which DBE/WBE/Section 3 businesses are included in the development team. Describe prior development experience utilizing

DBE/WBE and local businesses in sufficient detail to reveal the team's track record and allow an assessment of the level and quality of effort. A detailed Section 3 Plan will be prepared as part of the Master Development Agreement.

9. Required Forms and Certifications

The following documents, which are included as Attachments, must be included in the proposal and must be properly executed and/or notarized where appropriate:

- Attachment A—Profile of the Firm
- Attachment B—Debarment and Suspension Matters
- Attachment C—Certification Regarding Lobbying
- Attachment D—Disclosure of Lobbying Activities
- Attachment E—Conflicts of Interests
- Attachment F—Non-Collusive Affidavit
- Attachment G—Section 3 Compliance Insert
- Attachment H—MBE/WBE/DBE Participation Summary Form
- Attachment I—MBE/WBE/DBE Sub-Contractor Affidavit Form
- Attachment J—Nature of Disclosing Party
- Attachment K—Form HUD 5369-B Instructions to Offerors Non-Construction
- Attachment L—Form HUD 5369-C Certifications and Representations of Offerors Non-Construction Contract
- Attachment M—Form HUD 5370-C General Conditions for Non-Construction Contracts

## SECTION IV – EVALUATION CRITERIA

### I. EVALUATION CRITERIA

Each submission will be evaluated based on its responsiveness to this RFQ, and in accordance with the Evaluation Criteria contained below.

<b>Evaluation Factors</b>	<b>Points</b>
<p><b>Team Experience</b></p> <p>The degree to which the Development Partner's Team demonstrates:</p> <ul style="list-style-type: none"> <li>• Successful experience in the planning, development/redevelopment, construction and management of mixed-use and/or mixed-finance rental affordable and market rate housing development projects of comparable size and complexity, and that include public housing and project based subsidized units.</li> <li>• Cohesion of the team, as demonstrated by previous experience working together.</li> <li>• Prior experience with sustainable building methods including energy efficiency, material choices, indoor environmental quality, and innovative design ideas.</li> <li>• The degree to which the team demonstrates successful experience with ownership and property management of mixed-finance, mixed-income rental developments of similar size, either directly or through supervision of property management.</li> <li>• Evidence of successfully applying and receiving tax credit awards.</li> </ul>	<b>20</b>
<p><b>Staff Experience</b></p> <p>Degree to which respondent demonstrates that assigned staff of the Development Partner and members of its Team have significant successful experience in their respective disciplines as required for the planning, development and operation of mixed-use and mixed-finance developments of comparable size and complexity.</p>	<b>20</b>
<p><b>Key Business Terms</b></p> <p>Degree to which the respondent's proposed Key Business Terms provide the best value for GHA and least amount of GHA funds required. Also, degree to which the respondent represents a willingness to contribute towards the success and viability of the project.</p>	<b>20</b>
<p><b>Methodology</b></p> <ul style="list-style-type: none"> <li>• The methodology provided by the respondent indicates their knowledge of steps and timeframes necessary for implementing mixed use and/or mixed-finance projects.</li> <li>• The methodology demonstrates capacity to successfully complete tax credit applications.</li> <li>• The methodology includes an approach that effectively uses public and private resources and provides the most beneficial terms for GHA.</li> </ul>	<b>10</b>
<p><b>Financial Capacity</b></p> <ul style="list-style-type: none"> <li>• Ability to obtain, structure, and implement financing for such projects.</li> <li>• Success in obtaining funding to incorporate practical and measurable green building design, construction, operations, and maintenance solutions.</li> <li>• The financial capacity (as Development Partner and provider of guarantees) as evidenced by financial statements, the firm's most recent audit and bank references, and the Development Partner's discussion of how it intends to honor all guarantees should the need arise.</li> </ul>	<b>20</b>
<p><b>MBE/WBE/DBE/Section 3 Employment and Contracting Plan</b></p> <ul style="list-style-type: none"> <li>• Development Partner is an MBE/WBE/DBE.</li> <li>• Extent to which MBE/WBE/DBE/Section 3 businesses are on the Development Partner's Team.</li> <li>• Level and quality of previous experience utilizing MBE/WBE/DBE/Section 3 businesses.</li> <li>• Degree to which the Development Partner's Team demonstrates its commitment to ensuring that GHA's MBE/WBE/DBE/Section 3 goals are met and/or exceeded.</li> </ul>	<b>10</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## SECTION V – PROCUREMENT AND AWARD PROCESS

### I. ADDENDUMS TO SOLICITATION

Any and all amendments to this Solicitation shall be sent by email to all potential Offerors who receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required, thus enabling them to submit Responses. Failure to obtain clarifications and/or addenda from the GHA will not relieve the Offeror from being bound by any additional terms and/or conditions in the clarification and/or addenda. The GHA will not be responsible for Offeror's failure to consider additional information contained therein in preparing the submission.

### II. SUBMISSION OF QUALIFICATIONS AND/OR ADDENDUMS TO QUALIFICATIONS; DEADLINES

Qualifications may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following the GHA Representative:

Taryl Bonds, Deputy Executive Director  
The Gary Housing Authority  
578 Broadway, 2<sup>nd</sup> Floor  
Gary, Indiana 46402

Qualifications must be received at the above address by the date and time on the cover of this RFQ, regardless of the selected delivery mechanism. **Responses that are received via facsimile or email will not be accepted.**

Qualifications will be date and time stamped immediately upon receipt at the GHA to document their timeliness. Any submission received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

All qualifications and accompanying materials become the property of the GHA and will not be returned to the Offeror. All Respondents submitting a response must agree to honor the terms and conditions contained herein for a period of 60 business days. It is the responsibility of the Respondent to see that their submission is received by the GHA by the date and time set forth for the receipt of the qualifications. Submissions received after the deadline will be returned to the respective providers unopened.

Any Addendums to the Request for Qualifications must be received before the specified submission due date and time established for the delivery of the original Request for Qualifications except as identified in the Instructions to Offerors attached hereto.

### III. EVALUATION AND AWARD PROCESS

#### A. Evaluation Process

GHA staff will review each Qualification submission to determine if it is complete and if it is responsive to this Request for Qualifications. The GHA may allow Offerors to correct minor deficiencies in their response that do not materially affect their submission. All qualifications determined to be complete and responsive will be provided to the GHA Evaluation Committee.

Qualifications received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the firms that will comprise the competitive range, from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for the competitive range firms only and at the discretion of GHA. Scoring will be based upon how well the submission meets the criteria established in Section IV of this RFQ.

During Stage I of the evaluation process, qualifications will be evaluated and scored by an Evaluation Committee. Scoring will be based on predetermined Evaluation Criteria contained in the solicitation. The available points associated with each area of consideration are shown. The results of the evaluation will be used to determine those respondents to be included in the competitive range.

The competitive range shall include those respondents who are determined through the evaluation process and due diligence review (verification of contractor responsibility) to be the most qualified. These firms may be requested to supply additional information to assist in completing the due diligence review. Failure to provide the required information within the timeframe established by GHA may result in exclusion from the short list.

If GHA determines a Stage II will be conducted, Stage II of the evaluation process may entail presentation/interviews with the respondents on the short list. Respondents not included in the competitive range will not proceed to Stage II of the evaluation process. The purpose of the presentations/interviews is to provide the Evaluation Committee an opportunity to pose questions emanating from their review of the written responses and obtain clarifications. Stage II evaluation will be conducted upon completion of the presentations/interviews in accordance with the same procedures and criteria outlined above for Stage I evaluation.

From the firms in the competitive range, GHA may select one or more firms to proceed to the contract negotiation stage. If a contract for a project cannot be negotiated with the selected firm, negotiations will be terminated. GHA will then initiate negotiations with the next highest rated firm in the competitive range. This procedure will continue until a mutually satisfactory contract has been negotiated. GHA has the right to award the development of the project to any of the firms that are prequalified as part of this RFQ process, even if it is not the highest ranked firm. The purpose of this RFQ is to obtain the most favorable benefits for the GHA and accordingly GHA has the right and flexibility to select and negotiate with the entities that GHA deems in its sole discretion will provide the greatest benefit for the City of Gary.

This procedure may continue until a mutually satisfactory agreement has been negotiated. GHA reserves the right to make no award or decline to enter into negotiations should it believe that no respondent to this RFQ will be capable of delivering the necessary level of services within an acceptable price range and/or time period. Contract award will be subject to approval by GHA's Board and the United States Department of Housing and Urban Development (HUD), as applicable.

At GHA's sole discretion, it may conduct oral interviews with the highest ranked firms as determined by the evaluation committee based on the criteria established in Part IV. If oral interviews are conducted, GHA will notify those firms of the time and date of said oral interviews. Following attendance to the interview, each firm may be awarded additional points in any of the above criteria based upon that interview. GHA may arrange for additional meetings to allow for evaluation and modification of the submission, if necessary.

The GHA shall not be responsible and will not reimburse any Offeror for any cost(s) associated with preparing a submission.

## **B. Award Process**

The GHA 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 GHA.
- Waive any minor informality in any submissions received, if it is in the public interest.
- In its sole discretion, extend or replace the services awarded under this solicitation to include other housing authority-owned sites for similar redevelopment activities
- To make multiple awards

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 GHA's absolute sole discretion.

Qualifications submitted by an Offeror do not constitute an award, nor does it confer any rights on the Offeror to an award. A letter or other Notice of Award or of the intent to award shall not constitute a contract or Master Developer Agreement. A contract is not created until all required signatures are affixed to the contract.

All activities, endeavors, initiatives and actions undertaken as a result of an award of this RFQ are hereinafter understood and incorporated by reference, to be in partnership with the GHA, it's Partners, it's Entities, Instrumentalities and/or Affiliates, and is subject to GHA final prior approval.

**SECTION VI – SUBMISSION TO BE EXECUTED BY A CORPORATION**

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this submission, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Offeror) or prospective bidder (Offeror) or with any other person, firm or corporation relating to the price named in this submission or any other submission, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Offerors) and has not disclosed to any person, firm or corporation the terms of this bid (submission) or the price named herein.

NAME OF CORPORATION: \_\_\_\_\_  
(Print or Type)

SIGNATURE OF PRESIDENT\*: \_\_\_\_\_  
(Or Authorized Staff)

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

\*Note: In the event that this submission is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: \_\_\_\_\_  
Corporate Secretary Signature

**SECTION VI – SUBMISSION TO BE EXECUTED BY A PARTNERSHIP**

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) \_\_\_\_\_, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this submission, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Offeror) or prospective bidder (Offeror) or with any other person, firm or corporation relating to the price named in this submission or any other submission, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Offerors) and has not disclosed to any person, firm or corporation the terms of this bid (submission) or the price named herein.

BUSINESS NAME: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

If you are operating under an assumed name, provide County certificate and registration number hereinunder as provided in the Indiana Code, IC 23-15-1-1 Sec. 1(a).

Registration Number: \_\_\_\_\_

**SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP**

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: \_\_\_\_\_

Address: \_\_\_\_\_



# Profile of Firm

VENDORS ARE ENCOURAGED TO ENTER THIS INFORMATION DIRECTLY ON THE GHA WEBSITE UNDER VENDOR REGISTRATION: [WWW.GARYHOUSING.ORG](http://WWW.GARYHOUSING.ORG)

**Solicitation Number:**

**Solicitation Name:**

1. Prime  Sub-contractor

2. Name of Firm:

3. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

4. Street Address, City, State, Zip:

5. Please **attach a brief statement** describing the company, including the following information:

- a. Year Firm Established
- b. Year Firm Established (in which state)
- c. Former Name and Year Established (if applicable)
- d. Name of Parent Company and Date Acquired (if applicable)

6. Nature of Disclosing Party:

- Individual
- Limited Liability Company
- Publicly registered business corporation
- Limited Liability Partnership
- Privately held business corporation
- Joint Venture
- Sole Proprietorship
- Not-for-profit Corporation
- General Partnership
- (Is the not-for-profit corporation also a 501 c(3)? Yes  No
- Limited Partnership
- Other:
- Trust

7. Identify Principals/Partners in Firm (*attach an additional form if required*):

NAME	TITLE	% OF OWNERSHIP

8. Identify the individual(s) that will act as project managers and/or supervisory personnel that will work on project.

NAME	TITLE

9. Identify all trades your firm provides. Attach a separate list if more.



10. Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) \_\_\_\_\_%
- Public-Held Corporation \_\_\_\_\_%
- Government Agency \_\_\_\_\_%
- Non-Profit Organization \_\_\_\_\_%



**ATTACHMENT B**

**CERTIFICATION OF PROPOSER REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

(Proposer) { \_\_\_\_\_ } certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three year period preceding this bid been convicted of or had 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, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses emmerated in paragraph (2) of this certification: and
- d. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(PROPOSER) { \_\_\_\_\_ } CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Date: \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**ATTACHMENT C**

**CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_,  
(Name and Title of Authorized Official)

Hereby Certify on Behalf of { \_\_\_\_\_ } that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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 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.
- b. 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.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose 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.

Date: \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

## ATTACHMENT D

### INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

**Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response. Including 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 the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.**

## ATTACHMENT D

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>____ Prime ____ Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>6. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p>	
<p>I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only</p>	<p>Signature _____ Print Name _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>	
<p>Authorized for Local Reproduction Standard Form LLL (1/96)</p>		

**ATTACHMENT E**

**CONFLICTS OF INTEREST**

(Proposer) { \_\_\_\_\_ } certifies that:

1. No employee, officer, or agent of the GHA participated in the selection, or in the award or administration of the Contractor's Agreement with the GHA, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an GHA employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Proposer or any affiliate thereof, or has a financial or other interest in the Proposer or the Proposer's Agreement with the GHA.
  
2. Proposer shall not enter into any contract, subcontract or agreement with any officer, agent or employee of the GHA during his or her tenure not for one (1) year thereafter shall any officer, agent or employee of the GHA have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

By: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**ATTACHMENT F**

**NON-COLLUSIVE AFFIDAVIT**

(Proposer/Bidder) { \_\_\_\_\_ } certifies to the best of its knowledge and belief, that:

The party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusions, or communication or conference, with any person, to fix the Proposal or Bid price or affiant or of any other Proposal or Bidder, or to secure any advantage against the GHA or any person interested in the proposed Contract; and that all statement in said Proposal or Bid are true.

If the Proposer/Bidder is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(PROPOSER/BIDDER) { \_\_\_\_\_ } CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

County of \_\_\_\_\_

State of \_\_\_\_\_

Acknowledged under oath on (date) \_\_\_\_\_

Before me by \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

As (title) \_\_\_\_\_

of (firm) \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

Commission expires: \_\_\_\_\_

(Seal)

## ATTACHMENT G

### SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

Please provide, in a separate document labeled 'Statement of Section 3 Compliance' how your firm proposes to comply with the Section 3 Clause utilizing one of the options listed below. The document must be signed by the agent authorizing the submittal of the response document.

#### SECTION 3 CLAUSE

- 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 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 worker's 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 applicant 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 Services 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 Subcontractor 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, where not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD 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.
- G. With respect to Services performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Further information may be found on the U.S. Department of Housing and Urban Development's website at [www.hud.gov](http://www.hud.gov) and in the Code of Federal Regulations (24 CFR Part 135).

Signature \_\_\_\_\_

Date \_\_\_\_\_

# ATTACHMENT H

## SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

Instructions: This form is to be completed by the Bidder as statement of self-certification of MBE/WBE Participation under this Contract.

**1. SMALL BUSINESS PARTICIPATION**

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?

Yes  No  N/A

**2. MINORITY BUSINESS PARTICIPATION**

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

Yes  No  N/A

**MINORITY TYPE:**

- |   |  |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Female African American |
| <input type="checkbox"/> Native American  | <input type="checkbox"/> Female Native American  |
| <input type="checkbox"/> Hispanic         | <input type="checkbox"/> Female Hispanic         |
| <input type="checkbox"/> Asian            | <input type="checkbox"/> Female Asian            |
| <input type="checkbox"/> Other: _____     | <input type="checkbox"/> Female White American   |

If "No", are any Subcontractors classified as Minority Business Enterprises?

Yes  No  N/A

If "Yes", please fill in the following information:

(MBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>TOTAL</b>	\$ _____	_____ %

**3. WOMEN-OWNED BUSINESS PARTICIPATION**

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

Yes  No  N/A

If "No", are any Subcontractors classified as Women-Owned Business Enterprises?

Yes  No  N/A

If "Yes", please fill in the following information:

(WBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>TOTAL</b>	\$ _____	_____ %

# ATTACHMENT I

## MBE/WBE SUBCONTRACTOR AFFIDAVIT

Instructions: This form is to be completed by MBE/WBE Sub Contractors being proposed for participation under this Contract.

Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

MBE: Yes  No   
WBE: Yes  No   
DBE: Yes  No

Name of Prime Contractor – To: \_\_\_\_\_

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification dated \_\_\_\_\_.

The undersigned MBE/WBE firm is prepared to provide the following described goods and/or services or supply the following described goods and/or services in connection with the above named project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described goods and/or services are offered for the following price and described terms of payment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

if more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned MBE/WBE firm will enter into a formal written agreement for the above described goods and/or services with the Prime Contractor, conditioned upon Prime Contractor's execution of a contract with HACC, and will do so within 3 business days of receipt of a signed contract from HACC.

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of MBE/WBE)

\_\_\_\_\_  
Name /Title (Print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax/Email

ATTACHMENT J

NATURE OF DISCLOSING PARTY FORM

Instructions: Please complete form in its entirety. All applicable sections must be completed.

A. NATURE OF THE DISCLOSING PARTY:

- Individual, Publicly registered business corporation, Privately held business corporation, Sole proprietorship, General partnership, Limited partnership, Trust, Other (please specify)
Limited liability company, Limited liability partnership, Joint venture, Not-for-profit corporation (Is the not-for-profit corporation also a 501©(3))?

B. Name of Disclosing Party:

Address:
Floor/Suite:
City:
State:
Zip Code:
Phone #:
Fax #:
Email:

REMIT TO INFORMATION (If different from above.)

Name of Disclosing Party:
Address:
Floor/Suite:
City:
State:
Zip Code:
Phone #:
Fax #:
Email:

C. Please identify the state or foreign country of incorporation or organization, if applicable:

\_\_\_\_\_

D. For legal entities not organized in the State of Illinois, has the organization registered to do business in the State of Illinois as a foreign entity? Yes No N/A

E. Please list below the full names and titles of all Executive Officers and/or all Directors of the entity. If there are no such members, write "NO MEMBERS". For trusts, estates or other similar entities, list below the legal titleholder(s).

Table with 2 columns: Name, Title. Includes horizontal lines for data entry.

**ATTACHMENT J**

F. Please list below each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. **If none, state "None".**

Name	Business Address	Percentage Interest in the Disclosing Party
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G. **S.S. # OR TAX ID#:** \_\_\_\_\_ **\*1099 EMPLOYEE:**  Yes  No

H. Please list all TRADES your firm provides:

- |          |           |
|----------|-----------|
| 1. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 10. _____ |

# Instructions to Offerors Non-Construction



## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

## 7. Contract Award

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

(b) The HA may

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

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

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

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

## 8. Service of Protest

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

## 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# 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. 1/31/2017)

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 968.105) **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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

**5. Rights in Data (Ownership and Proprietary Interest)**

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

**6. Energy Efficiency**

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

**7. Disputes**

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

**8. Contract Termination; Debarment**

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

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 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) demotion; (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

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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.