



**REQUEST FOR QUALIFICATIONS  
TO SERVE AS  
FEE DEVELOPER**



**MIXED-INCOME DEVELOPMENT  
BRIDGES LANDING  
MCDONOUGH, GEORGIA  
June 25, 2015**

*Dear Potential Offeror:*

*The Housing Authority of McDonough GA is soliciting proposals for:*

<b>SOLICITATION TYPE:</b>	Request for Qualifications (RFQ)
<b>RFQ NUMBER:</b>	<b>2015-002</b>
<b>DESCRIPTION:</b>	Fee Developer for the Development of Bridges Landing
<b>ISSUE DATE:</b>	June 25, 2015
<b>PRE-PROPOSAL CONFERENCE DATE AND TIME:</b>	July 16, 2015 at 2:00 pm EDT
<b>PRE-PROPOSAL CONFERENCE LOCATION:</b>	MHA Central Office 345 Simpson Street McDonough, GA 30253
<b>SITE VISIT LOCATION, DATE &amp; TIME:</b>	MHA Central Office 345 Simpson Street McDonough, GA 30253 July 16, 2015, immediately following pre- proposal conference
<b>PROPOSAL DUE DATE AND TIME:</b>	<b>August 13, 2015, at 4:00 pm EDT</b>
<b>PROPOSAL SUBMISSION PLACE:</b>	McDonough Housing Authority PO Box 23 345 Simpson Street McDonough, GA 30253
<b>DIRECT INQUIRIES TO:</b>	Mr. Chris Montesinos, AICP Executive Director McDonough Housing Authority Phone: 770-957-4494, Ext. 2 Fax: 770-957-1953

**Note: All inquiries must be received in writing by U.S. mail, electronic mail, or facsimile no later than July 30, 2015 by 4:00 pm EDT.**

**All Proposals are subject to the Conditions, Instructions and the Specifications attached hereto.**

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## **SECTION A - SUMMARY OF DEVELOPMENT PROJECT AND OBJECTIVES**

It is the intention of the McDonough Housing Authority (MHA) to enter into a Development Agreement with a qualified developer, firm, or development team (“Fee Developer”) for the creation of a master-planned, mixed-income, and mixed-finance community in McDonough, Henry County, Georgia. The selected Fee Developer and MHA will develop jointly a new affordable housing senior development (“Bridges Landing”) on the site that will contain an economically sustainable mix of subsidized rental units.

The Fee Developer and MHA will work jointly to prepare a project master plan and preliminary financing strategy to support the Bridges Landing development. A community involvement process will be utilized to seek input from both current residents and the larger community. The project has already gained wide-reaching support from the public and elected officials in McDonough and Henry County.

MHA anticipates working with the selected Fee Developer to refine, alter or expand the Bridges Landing Master Plan so as to best accomplish the development of Bridges Landing consistent with program objectives and requirements, and within schedule and financing constraints. If any additional public consultation meetings are required for the process, the selected Fee Developer will be expected to participate with MHA and other stakeholders during the planning process, at its own expense.

MHA plans to act as the primary development entity and be responsible for assembling the necessary development financing, which MHA expects will include first mortgage debt, MHA investment, and substantial equity raised through syndication of the Low Income Housing Tax Credit (LIHTC). MHA expects that the selected Fee Developer will successfully provide training and guidance to MHA in the development, management, and ownership of LIHTC-assisted housing. Under the Georgia Department of Community Affairs (DCA) rules, experienced developers can partner or consult with inexperienced entity, such as MHA. The selected Fee Developer would provide training to MHA and provide project experience for the project while not limiting the Fee Developer’s access to other LIHTC resources available through DCA. (See 2015 QAP Section 11 on Page 28)

Unless decided otherwise, MHA will be responsible for financing, owning, leasing, managing and otherwise implementing and operating Bridges Landing. MHA expects the selected Fee Developer to provide the requisite experience, knowledge, and ability to support the project applications for funding through LIHTC, FHLB AHP, and first mortgage financing. The selected Fee Developer will manage the development and construction effort and provide a construction completion guaranty. The selected Fee Developer, or a member of its team, must have demonstrated experience in developing, managing, and owning mixed-use, mixed-income, mixed-finance, service-enriched communities and significant experience in urban neighborhood Development. See **Section B** for a more detailed description of the services to be provided.

## **SECTION B - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **1. MHA BACKGROUND**

The McDonough Housing Authority (MHA) is organized pursuant to the Code of Georgia to develop, acquire, lease and operate affordable housing for low-income families. The U. S. Department of Housing and Urban Development (HUD) is the primary funding source for all agency operations and capital programs, although, for this project, we will also be leveraging

MHA's non-federal assets, City of McDonough SPLOST funds, LIHTC, bonds, and/or in-kind donations as collateral to the development's successful implementation.

With an eye toward expanding its role in affordable housing in McDonough beyond conventional public housing, MHA desires to be a leader in the contemporary transformation of public housing. MHA has limited experience in partnering with affordable housing developers in the development of new housing in the McDonough market. MHA will use the Bridges Landing Development Program as a vehicle to provide high quality housing for low-income families within a socially diverse setting and as a means to further enhance the capacity and knowledge of its staff, increase its familiarity with modern development and property management skills, and strengthen its financial base. Respondents to the RFQ will be asked to provide methodology on how their proposal can assist MHA meet this need.

## **2. THE DEVELOPMENT OF BRIDGES LANDING**

### **2.1 Background**

Bridges Landing is contemplated as a mixed-income, senior housing including tax credit units as well as operating and capital funding from MHA. There are several sites under consideration, as indicated in Section 4 below, and in Exhibit A of this document.

In preparation for the Development Process and in advance of information meetings with the community; MHA and the Fee Developer will prepare information presentations for a variety of community stakeholder groups starting with the development kickoff, expected to start in May 2015. These initial presentations are intended to inform the broader community concerning MHA's intention to develop the Bridges Landing site and provide an opportunity for the broader community to offer feedback and express concerns and ideas for the development of Bridges Landing and the impact of this development on the surrounding community.

Subsequent to meetings with community stakeholders and the City administration, MHA will commence a series of meetings with McDonough residents. The Development Team will post a Meeting Notice at the Bridges Landing Site indicating the meeting dates and times. The Team will also place an advertisement in the Authority's legal organ, the Henry Harold, to further notify local residents and the public that MHA is intending to develop the Bridges Landing site, indicate the dates, times and intent of the Meetings and invite the general public to participate in the planning process.

The Development Team will initiate 3 Meetings with Residents and the Public, to be scheduled in September and October 2015.

These meetings will be followed by information presentations to the McDonough City Council at their first available work session afterward, tentatively scheduled for October 2015.

The meetings will provide an overview of the Bridges Landing Development Plan; the program objectives and including: history of the site, current status of Bridges Landing, development phases and components, building type and project schedule. Each meeting will repeat the same information and each meeting will focus on encouraging and responding to community questions and concerns. Residents and the larger community have responded very favorably to the development strategy and are supportive of MHA's efforts to expand the availability of housing for mixed-income seniors.

## 2.2 MHA's Goals for the Development of Bridges Landing

MHA's vision for Bridges Landing is to create a vibrant, attractive, mixed-income community, where people of all economic strata, races, and cultures will live, learn, work, play in close proximity to abundant employment, retail and cultural opportunities. The proximity of downtown McDonough, major arterial transportation access and public transportation, and access to recreational and senior support facilities makes it an ideal candidate for this type of development at the location selected.

Through the planning process, MHA together with its residents and community stakeholders intend to establish the following guiding principles for the physical plan:

- Design a quality development in which residents choose to live, with:
  - A mix of unit sizes
  - Appropriate amenities
  - A mix of people with a wide range of incomes, ages, races, ethnicities, and abilities, including the disabled.
- Utilize the process and locational advantages to:
  - Stimulate and support commercial and retail amenities for the community;
  - Create economic opportunities for the residents, and to support the businesses in the surrounding area.
- Reflect the highest architectural and urban design standards, recognizing applicable cost limitations.

Additionally, the development of Bridges Landing should assure that MHA goals are met:

- Assuring that the process of adding affordable housing units simultaneously enhances the City of McDonough and improves neighborhoods for all families;
- Creating resident programs and services focused on senior services and activities;
- Leveraging shrinking Federal subsidies; and
- Creating an income stream for MHA.

## 2.3 Summary of Development Plan

The Housing Authority has carefully examined all possible options for developing the Bridges Landing community. The most recent planning studies, the Livable Centers Initiative adopted in 2004, and the City/County's 2030 Comprehensive Plan, adopted in 2008, achieved a workable, multi-phase redevelopment plan and financial strategy that would enable the site to: become self-sustaining; provide a better quality of housing and living environment for residents; become competitive in the marketplace; enhance and support recent City of McDonough development initiatives in the area and lead the further Development of the broader community.

The redevelopment process began with a series of meetings initiated by the Housing Authority in 2011-2012 in order to ascertain community concerns and potential level of support from the public, private and local government sectors. Positive results from these discussions soon initiated discussions with officials from the City and County, and members of the community throughout McDonough, and in areas surrounding the Bridges Landing development site.

The Bridges Landing Development process is advancing. The Residents, community leadership, and local government have indicated overwhelming support for the new development. The City of McDonough has indicated interest in contributing \$500,000 in SPLOST funding and the potential availability of in-kind contributions and donations of land, when and if necessary.

**The development proposed for Bridges Landing includes several distinct components described fully in the Bridges Landing development Plan attached to this RFQ as Supplemental Information.** The chart below summarizes the Development by phase:

MHA Bridges Landing Community	Land Area (ac) **	Building Type						TOTAL # of UNITS per Phase
		Single (Homes) For Sale	Duplex (Homes) For Sale	Rental Townhouses / TH over Flats	Elem. School *	Multi-family Apts.	Commercial/ Other Development	
Phase 1 Rental Housing	2.5	0	0	0	0	50	0	50
Greenway Development	0.5							
<b>TOTAL(**) =</b>	<b>3.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50</b>	<b>0</b>	<b>50</b>

**This RFQ contemplates the selection of a Fee Developer that will assist MHA to implement Phases 1 related to multifamily rental housing development of approximately 50 units. At MHA’s sole option, MHA may elect to contract with the Fee Developer to engage in additional development or other related development activities. Respondents should provide information on their capabilities to partner with MHA in homeownership activities and commercial/retail development.**

**2.4 On-Site Housing Development**

MHA intends the development of market quality housing for families in the New Community. MHA proposes a mix of PHA-assisted rental family housing and affordable rental units. The selected Fee Developer will have the opportunity to provide input to MHA on the proposed unit mix for the Bridges Landing site. The actual percentage mix of PHA-assisted/affordable units will be determined once market studies by MHA consultants have been completed and provided to the selected Fee Developer.

As has been the case in other Development developments in Georgia, MHA expects that the selected Fee Developer will possess the requisite experience to support an application for Low-Income Housing Tax Credits for the PHA-assisted units and be qualified to manage receipt of and compliance with LIHTC credits requirements. However, the financing strategy is not limited to this source. Offerors are encouraged to provide a plan that addresses the needs of low-income families and integrates them into the broader community.

**2.5 Adjacent and Off-Site Development**

MHA recognizes that the successful Development of Bridges Landing must encompass significant redevelopment of the surrounding neighborhood as well. Other nearby vacant parcels of land as well as vacant buildings appropriate for redevelopment and/or adaptive reuse will be

considered as part of the comprehensive proposed redevelopment plan to maximize the impact of investment in the neighborhood as well as to provide opportunities for maximizing the amount of land available for housing development. MHA will review off-site opportunities with the selected Fee Developer and determine whether this strategy will be employed in the Bridges Landing development. Offerors are encouraged to respond with proposed acquisition strategies and Development proposals for adjacent parcels.

### **2.5.1 Initial Development Phases**

As previously stated, MHA is initially engaging a Fee Developer for the Development of phase 1 of the Bridges Landing development. A critical element of the in the implementation of a successful Development Plan is the requirement that the first phase of development reach its financial closing within 18 months of execution of the selected Fee Developer Agreement and begin construction. Clearly a key factor in MHA's evaluation of a Fee Developer will be the ability to achieve this requirement through the dedication of the appropriate resources required to meet this milestone.

Offerors will be asked to provide explicit information on their ability and resources available to meet this requirement, and evidence of access to financial resources for this first phase of development including existing LIHTC or bond financing, conventional equity and debt, or other financial resources. MHA anticipates filing an application with the Georgia Department of Community Affairs (DCA) to secure an allocation of LIHTC authority for 2016 and requires that the selected Fee Developer be immediately prepared to work with MHA on said application following selection.

Offerors who do not provide evidence that they have the ability and resources to meet this critical requirement will not be considered for selection.

### **2.6 Commercial/Office Development**

If MHA land is used for commercial development, MHA will expect to participate financially in the commercial development, either through fee compensation for the land, equity interest in the development through contribution of the land, or through ground lease to the development entity.

### **2.7 Role and Expectations of MHA**

MHA will be a partner in the redevelopment of Bridges Landing, and as such, will have ultimate responsibility for the expenditure of its funds and oversight responsibility to assure the project is completed in accordance with all applicable laws, rules, and regulations and in accordance with the plans, schedules and budgets which will ultimately be approved by HUD. In general, the MHA will take responsibility for all required communications with HUD and the preparation and submission of program documents. However, to the extent that those documents reflect matters within the particular knowledge of the selected Fee Developer, or set forth development plans and the like, MHA will expect the selected Fee Developer to prepare drafts for MHA's approval.

### **2.8 Role of Development Consultant Team**

MHA has engaged a development consultant/program management team led by Mize & Mize, a firm with significant national expertise in the planning and implementation of mixed finance projects, to develop the appropriate applications and Development Plan for Bridges Landing. As part of that effort, Mize & Mize will assist MHA with selection of a Fee Developer. Mize &

Mize will also assist with the implementation of the Bridges Landing development. MHA sees the services of Mize & Mize as a substantial contribution on the part of MHA the development effort.

Mize & Mize would assist and represent MHA in fulfilling its obligations under the Development plan and its agreements with the selected Fee Developer, and would be MHA's principal point of contact with the selected Fee Developer in assuring that the Bridges Landing development is developed in accordance with the Development Plan, MHA design standards, all other applicable HUD regulations and best practices of the industry. The consultant team would also serve in a review role throughout the development of the final plan and in a monitoring and reviewing role throughout construction.

### **3. GENERAL REQUIREMENTS**

MHA is seeking to select a Fee Developer and expects the selected Fee Developer, either directly, through an affiliate, or through contractual arrangements with other parties, (All members and partners are to be disclosed within the Fee Developer's Proposal.) to undertake the Development of Phase 1 of the Bridges Landing project with MHA. At MHA's option, MHA may engage the Fee Developer to continue the Development effort into the later phases of the project. However, MHA is under no obligation to do so.

The General Requirements enumerated in this section are intended to be the threshold requirements. An Offeror, by submitting its proposal, is indicating its commitment to comply with these general provisions.

The selected Fee Developer will be responsible for implementation of the following, either directly or by designing and implementing procedures to engage others in the work:

- Demolition of existing buildings, site clearance and site preparation
- Design and construction of all public infrastructure and site improvements
- Design, development and construction of all rental housing and related amenities on-site for Phase 1 and any subsequent expansions of the project scope.

The selected Fee Developer will not be responsible for the design or provision of Community and Supportive Services for residents, but will be expected to coordinate its development activities so as to further that crucial Development component.

#### **3.1 Socioeconomic Participation**

It is anticipated that many opportunities will be available for the involvement of minority-, women- (M/WBE) and Section 3-owned businesses – although this is not a prerequisite to being selected for the Fee Developer contract. MHA has a strong and enduring commitment to such involvement and believes that McDonough hosts strongly qualified entities in all those categories. The selected Fee Developer is expected to encourage participation by M/WBE and Section 3 firms throughout the planning and implementation stages of the Development.

The selected Fee Developer is expected to utilize and act upon those partnerships that the MHA will establish in its Development Plan, and to supplement with additional partnerships and resources the selected Fee Developer may be able to provide.

“Section 3” refers to Section 3 of the HUD Act of 1968; generally, a Section 3 individual is a low-income community resident and a Section 3 business is one owned or controlled by Section 3 individuals.

### **3.2 Economic Deconcentration and Mixed-Income Use**

MHA is committed to creating a genuine mixed-income community at Bridges Landing and recognizes that program design issues may affect success in attracting middle-income families to the New Community. At the same time, MHA is extremely sensitive to the need to preserve affordable housing units for very low-income families. Within the affordable housing units, it is intended that use of an elderly admissions preference will contribute to diversity and reward the efforts of very low-income families striving for self-sufficiency. Likewise, MHA will implement a Community and Support Services Program that will give low-income families the tools they require to build their incomes and create economic diversity from within. The MHA will be open to any development plan that can assure the development of an economically and socially viable mix of these various income level units. It is MHA’s intention that each phase of the development contains a mix of the various income types and that there be no segregation of market and low-income units into a particular phase of physical area of the site.

### **3.3 Strategic Relationships in the New Community.**

For its Development Plan, MHA has assembled a key group of stakeholders committed to supporting the Bridges Landing development, including the City of McDonough, Henry County, Henry Country Senior Services, Connecting Henry, and other neighborhood and community stakeholders. MHA intends that the selected Fee Developer will continue to work with these key stakeholders in the redevelopment effort as directed by MHA.

### **3.4 Development Team**

Offerors are encouraged to present to MHA a complete Development Team including the principal professional disciplines and trades required for the success of the Bridges Landing development. MHA requires identification of the intended architect, engineering firm, and property management firm. Other team members are discretionary.

Please note:

- HUD rules prohibit non-competitive designation of a Developer-controlled entity as general contractor. However, HUD has approved the use of an identity-of-interest construction manager, where the CM guaranteed a not-to-exceed price and was paid a negotiated percentage of cost.
- MHA recognizes that some Offerors may prefer to designate certain team members, such as general contractors, after a competitive selection or bidding process. Offerors may, if they choose, explain their decision to defer selection of team members.
- MHA does not prohibit or discourage the appearance of any person or entity on more than one Development Team.

- An Offeror may include a preferred LIHTC syndicator on its team, but should be aware that MHA will require a demonstration at the time an equity proposal is accepted that the selected proposal is market competitive in equity raise and other terms.

### **3.5 Program Schedule**

MHA's goal is to have the Development of Bridges Landing proceed as expeditiously as possible. The selected Fee Developer will be required to comply with certain schedule milestones. In addition, it will be MHA's goal that the project obtain Low Income Housing Tax Credits in the earliest practicable round provided by the Georgia Department of Community Affairs (DCA), currently anticipated to be 2016. Offerors that demonstrate the required ability to complete the New Community on the earliest possible, realistic schedule will be favorably received by MHA.

### **3.6 Reporting Controls**

The selected Fee Developer is required to report directly to MHA and through such mediums and formats as MHA may direct, no less frequently than monthly or as directed by MHA, on progress with respect to the redevelopment and related activities program, including work completed, associated costs, schedule, and budgetary requirements. This procedure shall be followed throughout the predevelopment, development, and operations phases of the Development.

### **3.7 Budgetary Controls**

The selected Fee Developer will be required to provide detailed development and operating budgets acceptable to MHA as a part of the process of negotiating a development agreement. Such budgets will be incorporated into the development agreement and will be expanded and continually updated throughout the development process.

### **3.8 Form of Early Start Agreement and Development Agreement**

The selected Fee Developer will enter into negotiations for and be required to execute a Development Agreement between the Offeror and MHA that will reflect the obligations of the parties and their relationship to the development. MHA may at its sole option determine to enter into a Development Agreement with the successful Offeror. Any Development Agreement entered into will provide for termination of the agreement if an initial closing is not achieved within 18 months from execution of the agreement, unless mutually extended by the parties.

In order to ensure that negotiation of the Development Agreement does not prevent the selected Fee Developer from beginning tasks which are essential to the timely filing of a 2016 application for Low Income Housing Tax Credits, MHA will consider entering into an Early Start Agreement reimbursing the selected Fee Developer for certain third-party costs. Forms of Early Start Agreement and Development Agreement are available as part of the Supplemental Information. These forms have been loosely adopted from another mixed finance transaction and are intended to be illustrative of what the parties may negotiate; they have not been tailored to this transaction.

## **4. PROPERTY DESCRIPTION**

### **4.1 Site Selection**

MHA will work with the Fee Developer to identify and control the subject site for the development. To date, MHA has identified several possible sites; these are indicated in Exhibit A of this RFQ.

### **4.2 Market Study**

MHA is proposing as part of the due diligence period of this project that MHA and the Fee Developer develop a market study to determine the marketability of the housing units proposed for the site. Prospective Offerors are encouraged to perform such due diligence, including additional market studies, as may be required to be reasonably assured of the viability of their proposals for the development.

### **4.3 Environmental Study/Site Survey/Existing Conditions**

As a part of the predevelopment phase, MHA and the Fee Developer will engage an engineering firm to complete a thorough boundary and topographic survey of the site and a Phase I environmental study.

### **4.4 Geotechnical Survey**

Geotechnical analysis has not been previously accomplished. The selected Fee Developer, or a member of its team, shall conduct geotechnical analysis as part of the predevelopment phase as necessary for development.

## **5. SITE CLEARANCE AND PLANNING PHASE**

### **5.1 Relocation**

The property currently proposed for the Bridges Landing development is currently unoccupied, and therefore will not necessitate any relocation. Further, MHA is not using any sort of project-based HUD-funded assistance and will not be relocating any residents currently participating in MHA programs.

### **5.2 Phasing of Demolition and Development**

The Bridges Landing site has already been partially cleared, with the exception of one or two residential single-family structures. Demolition will need to occur in tandem with the development of the conceptual master plan, and following final acquisition of all parcels contain within the proposed redevelopment area (block).

### **5.3 Responsibility and Compensation for Site Clearance**

MHA believes it is preferable for MHA to retain title to the existing site through the Site Clearance and Master Planning, engage the Fee Developer to perform necessary site work, and coordinate with the developer on activities necessary to implement the Development Plan (e.g., any site acquisition, City approvals, legislation, etc.) In its proposal, each Offeror should indicate

its approach to the division of work and responsibility in this phase and its requirements with regard to advance funding, compensation, and similar issues.

## 6. DEVELOPMENT PROCESS

### 6.1 Role of MHA

MHA intends to be a full and equal partner in the development process. MHA will have various specific roles as ground lessor, lender, and overseer of any relevant HUD program compliance if applicable. Each role is discussed briefly below. So long as the selected Fee Developer observes MHA's proper interests and public obligations with respect to those roles, MHA intends to respect the creativity, expertise and business requirements of the selected Fee Developer. MHA will expect the selected Fee Developer to respect it as the Project Owner and keep it fully informed and to secure advance consent to all significant decisions and public positions.

### 6.2 Role of Fee Developer

The selected Offeror will be expected to successfully work with MHA as the Fee Developer for the implementation of the development project. Of specific interest to MHA is the provision of the requisite information to enable MHA to act as its own developer in future transactions.

The specific duties of the Fee Developer include, but are not limited to the following:

- Demolition of existing buildings and infrastructure, if necessary, site clearance and site preparation
- Design and construction of all new public infrastructure and site improvements
- If required, participate in master planning in concert with MHA, its Development consultant Team, and community stakeholders including residents in the vicinity of the Bridges Landing development
- Assist MHA to secure all project financing including: LIHTC resources, First Mortgage Debt, and AHP funds.
- Design and construction of all rental housing on-site
- Use of an inclusionary process to involve MHA staff in the development process
- Operation, leasing and management of the new housing to allow for prompt transition of the rental property management to MHA staff within 24 months
- Provide capacity building training and assistance to MHA in all phases of development, construction, management, and compliance

The specific role and duties of the selected Fee Developer will be finalized during negotiations with MHA and documented in the Development Agreement identified below.

**Please note that as a part of the duties, the selected Fee Developer has a significant role in this project related to securing LIHTC resources and complying with LIHTC requirements as Owner, Developer and Manager. Fee Developers or Development Teams are required to demonstrate to MHA specific prequalification with the Georgia Department of Community Affairs (DCA) to serve in these three roles. DCA determines experience based on the**

threshold requirements in the Qualified Allocation Plan, which you can find beginning on page 31 of 60 in Appendix I on the website version of the 2015 QAP: [http://www.dca.ga.gov/housing/HousingDevelopment/programs/documents/2015QualifiedAllocationPlan\\_001.pdf](http://www.dca.ga.gov/housing/HousingDevelopment/programs/documents/2015QualifiedAllocationPlan_001.pdf)

To prove that the requirements have been met, applicants must complete a pre-application form for the category they wish to be deemed experience. The requisite forms can be found here:

<http://www.dca.ga.gov/housing/HousingDevelopment/programs/documents/2015PerformanceWorkbookfinaldraft.xlsx>

When a completed form is submitted to the Office of Affordable Housing at DCA, it is then reviewed and a determination of experience completed. An approval usually takes no more than a few weeks if all information required by the form is submitted in a timely manner. Requests for determinations and questions should be addressed to:

- Project Team Qualification – Angel Gordon – [Angel.Gordon@dca.ga.gov](mailto:Angel.Gordon@dca.ga.gov)
- Tax Credit Technical Issues – Robert Fink – [Robert.Fink@dca.ga.gov](mailto:Robert.Fink@dca.ga.gov)
- Construction Management – Aaron Patrick - [Aaron.Patrick@dca.ga.gov](mailto:Aaron.Patrick@dca.ga.gov)
- QAP Policy – Philip Gilman – [Philip.Gilman@dca.ga.gov](mailto:Philip.Gilman@dca.ga.gov)
- Competitive Round process – Drew Swope – [DrewSwope@dca.ga.gov](mailto:DrewSwope@dca.ga.gov)

### 6.3 Development Agreement

MHA and the successful Offeror will negotiate to enter into a Development Agreement describing the relationship of MHA and the successful Offeror and the roles and responsibilities of each party. The successful Offeror will undertake the redevelopment of the New Community according to the terms and conditions of the Development Agreement.

A sample form of a Development Agreement is provided in the Supplemental Information. MHA contemplates that the Development Agreement will provide for the selected Fee Developer to assist MHA with, or perform on its behalf, demolition, remediation, site restoration, and master planning. MHA proposes to compensate the selected Fee Developer for some or all of these services. The Development Agreement further sets forth the assistance the MHA is prepared to provide the selected Fee Developer, conditions on that assistance, and requirements for closing each development phase. At each such development phase closing, phase-specific documents will be executed including, but not restricted to, a Ground Lease, Regulatory & Operating Agreement, and Authority Mortgage Loan Agreement/Note/Mortgage.

### 6.4 HUD Requirements

MHA's Development Consultant Team, Mize & Mize, is experienced with these procedures and will have responsibility for submissions to and negotiations with HUD in conjunction with MHA Legal Counsel, based on development materials prepared by the selected Fee Developer and acceptable to MHA. However, in both development and operating matters, public housing requirements, if applicable, may require a different approach or additional procedures from those to which an Offeror is accustomed. MHA and its development consultants will provide assistance and guidance to the selected Fee Developer in these matters.

## 7. FINANCIAL STRUCTURE OBJECTIVES OF MHA

MHA is interested in a financial structure that accomplishes several objectives. They are:

- Producing the greatest public benefit with the smallest consumption of public resources
- Leveraging MHA's funds to attract private and conventional sources of capital
- Obtaining a return-on and a return-of the effort and capital invested by MHA
- Retaining title of the underlying land and a first right of purchase to the leasehold
- To be a full and equal partner through the development process
- Participating in the development fees, stream of income and other financial compensation derived from the New Community
- Financing the community and supportive services necessary to foster self sufficiency
- Utilizing a development process that can facilitate timely implementation
- Providing performance incentives to the selected Fee Developer

The following sections describe aspects of a legal and financial structure that has been used in other public housing mixed-finance transactions to accomplish these objectives. MHA will consider other structures that achieve the same goals for MHA.

\*\*\*Additionally, MHA recommends that prospective Offerors read the Mixed-Finance Guidebook prepared for HUD's Office of Public Housing Investment by Abt Associates, Inc. dated December 21, 1998; and HUD Notice PIH 2005-26 Public Housing Development Total Development Cost (TDC) issued July 13, 2005 by the U.S. Department of Housing and Urban Development. Additionally, HHA recommends that prospective Respondents read and utilize the updated information published by the Office of Public Housing Investments on the HUD website at <http://www.hud.gov/offices/pih/programs/ph/hope6/mfph/index.cfm>.

Reference copies of these documents will be made available for review by prospective developers at the MHA Central Office.

### 7.1 Ownership Structure

An entity (the "Ownership Entity") will hold title to the improvements for each phase of the New Community. MHA anticipates it will be a significant participant in the Ownership Entity. It is contemplated that the Offeror may have specific day-to-day management and operational authority as determined by the Ownership Entity, related LIHTC Investors, or Lenders. The actual ownership structure will be determined appropriately in negotiation with said parties. MHA will expect to participate in the Ownership Entity as an equal partner or as otherwise necessary to achieve agreed-upon economic participation.

## **7.2 Ground Lease**

MHA will not convey its fee interest in the property used for rental housing development but will enter into a long-term ground lease with the Ownership Entity. MHA anticipates that the term of the ground lease will be not less than 55 years. The amount of annual rent under the ground lease may be nominal but is subject to negotiation and will be considered as part of the financial incentives provided to MHA by the Offeror. The ground lease will include restrictive covenants requiring that a designated number of PHA-Assisted Units will be available for public housing eligible families and subject to certain public housing rules for at least 40 years. At the end of the term of the ground lease, the property and all improvements thereon will revert to MHA.

## **7.3 Sources of Funds**

The anticipated sources of funds include:

- MHA funds as described in the following section
- Conventional or Tax-Exempt Debt
- LIHTC Syndication Proceeds. MHA's models presume that the Ownership Entity will obtain allocations of 9% Low Income Housing Tax credits for the majority of the PHA-Assisted Units in the development
- Equity
- City of McDonough Funds. MHA's Development Plan anticipates a commitment from the City for funding for infrastructure improvements and site acquisition to support the redevelopment effort – not limited to the donation of \$500,000 in SPLOST funds
- Proceeds from disposition of any MHA owned property, or debt backed by MHA's interest in development and operational revenues from that site
- Federal Home Loan Bank Affordable Housing Program Funds (if applicable)
- Potential Section 8 Project Based Housing Assistance Payments contracts as rental subsidy (if applicable)
- Other sources, as the Offeror may recommend or determine

## **7.4 MHA Funds for Development**

MHA may determine to finance the development costs through other public housing funds, MHA resources, or private debt. After provision for its own administrative purposes and development components not covered by this RFQ, MHA anticipates making available a set maximum allocation of funds to the developer for Site Clearance, Pre-Development and Development at Bridges Landing, subject to the following considerations. While these considerations reflect certain HUD requirements and policy positions, actual HUD requirements and positions at the time will govern. Rating criteria in this RFQ may reward Offerors who propose the greatest leverage of the use of MHA funds.

**Site Clearance and Planning Phase Costs:** For the Site Clearance and Planning Phase, MHA is prepared to provide full reimbursement of reasonable third-party costs and will consider payment of a reasonable construction management fee to the Fee Developer.

**Public Infrastructure Design and Development: Subject to approval by the City of McDonough,** MHA is prepared to provide full reimbursement of design and engineering costs as well construction cost and will consider payment of a reasonable construction management fee to the Fee Developer.

**Predevelopment Advances:** MHA will consider advancing, prior to closing on any development phase, up to 75% of third-party costs reasonably incurred by the Fee Developer in preparing for closing. Such cost advances are restricted to cost of work product which benefits or which can reasonably be assigned to MHA in the event Fee Developer fails to close. **These advances expressly exclude Fee Developer's legal fees.**

**Development Loans:** At closing on any development phase, MHA is prepared to loan funds to the Ownership Entity on terms to be negotiated.

**Total Development Cost Limitations:** MHA public housing funds used in the Bridges Landing Redevelopment may not exceed the HUD Total Development Cost limits then applicable.

## **7.5 Operating Subsidy**

Residents of PHA-Assisted Units may choose between a “flat rent” (which cannot exceed market rent or, if applicable, the LIHTC rent restrictions) or an income-based rent equal to 30% of adjusted income. MHA receives operating funds from HUD and is prepared to provide an operating subsidy, if necessary, to the Ownership Entity. It is MHA's intention that this operating subsidy, when combined with actual rental collections, not exceed the lesser of 1) the operating costs properly attributable to the PHA-Assisted Units, or 2) that portion of the Operating Fund which MHA receives from HUD in a given year which is attributable to the PHA-Assisted Units in the New Community, minus a reasonable allowance for MHA's oversight and administrative costs. Generally speaking, MHA receives an Operating Fund distribution equal to the difference between projected rental income and its Allowable Expense Level. For FY 2006, MHA has an Allowable Expense Level of \$296.79 per unit per month.

Attributable operating expenses must exclude any expenses primarily or exclusively attributable to LIHTC or Section 8 units only, which may include property taxes (if none are paid on the PHA-Assisted Units), excessive marketing costs, and debt service. Although MHA's conventional units are not subject to real property taxes and pay Payment in Lieu of Taxes (PILOT) instead, MHA has not determined whether this exemption would be legally available to the New Community and whether the taxing authorities would agree to its application in this instance. Units covered by LIHTC will be subject to this and other GHFA program requirements.

## **7.6 Net Operating Income**

Net Operating Income will be the property of the Ownership Entity.

## **7.7 Reserves**

The selected Fee Developer may provide for customary and reasonable reserve accounts and may treat contributions to such reserves as an attributable operating expense of the PHA-Assisted

Units. These reserves include Reserves for Replacement. To the extent any portion of such reserves is funded directly or indirectly with public housing funds, however, such funds must be treated as trust funds of the MHA.

It is customary in mixed-finance developments, as well, to establish an “Affordability Reserve” from owner’s equity to provide for the possibility that MHA would be unable (due to Congressional action) to provide the operating subsidy it obligates itself to pay. MHA prefers to establish this reserve from its own funds earned through the development process, MHA will plan funding in the development budgets for payments to MHA (whether as development fee, ground lease payment, construction period interest, or otherwise) sufficient to fund this reserve.

## **7.8 Regulatory and Operating Agreement**

MHA and the Ownership Entity will enter into an agreement, which may be recorded as a covenant superior to any financing on the property, setting forth the mutual understandings of the parties with regard to the operation of the PHA-Assisted Units. In particular, the R&O Agreement sets forth the PHA’s obligation to provide operating subsidy; permissible uses of project income and use restrictions applicable during a period of not less than 40 years. A form of Regulatory and Operating Agreement is included in the Supplemental Information.

## **7.9 Guarantees**

MHA anticipates that the selected Fee Developer will be responsible for all guarantees of completion, operating deficits, and tax credits compliance required by tax credit investors or lenders during the period of the agreement with MHA.

MHA anticipates that it will provide working capital as specified in the Development Agreement and will provide required guarantees for the project financing. MHA will not make any guarantees except as set forth in the Regulatory and Operating Agreement with regard to operating subsidy for PHA-Assisted Units.

## **8. PROPERTY MANAGEMENT**

MHA requires the New Community to be managed to high standards with effective lease enforcement a priority. Additionally, the PHA-Assisted Units must be maintained and operated in compliance with all requirements of LIHTC Requirements, applicable law, HUD regulations, and policies approved by MHA. Additionally, it will be critical for the management team to manage the property in accordance with the highest industry standards, including to the greatest extent practical, managing the property in a way that will enable MHA to be a “High Performing Agency” under the Public Housing Assessment System (PHAS) or any other system implemented by HUD to measure the effectiveness of a public housing authority in delivering services. The property management efforts are expected, at all times, to be sensitive to issues facing low-income residents and to be supportive of Community and Support Services programs provided or arranged for by MHA.

### **8.1 Current Property Management**

Bridges Landing is a proposed new construction development, and the current property management arrangement has yet to be determined.

## **8.2 Post-Development Property Management**

No later than closing and property conveyance on any development phase, or as earlier agreed, the Ownership Entity will assume management through a Management Agent that may be a related entity and must be acceptable to MHA. The Management Agent must be familiar with certain rules and procedures that accompany the public housing program and must meet reporting requirements of the Ownership Entity to MHA, as set forth in the Regulatory and Operating Agreement. Any PHA-assisted units that are also assisted by LIHTC must be operated in compliance with GHFA requirements. In addition, the Fee Developer/Management Agent will be required to provide any management certifications required by HUD to qualify for applicable capital and operating funds.

MHA requires that the Offeror possess or include within its Development Team, the requisite experience to manage LIHTC housing and provide effective training to MHA in management and compliance of said LIHTC housing. It is MHA's intention to use its relationship with the Fee Developer to enhance its property management expertise and to share in property management responsibilities. During the initial two years (approximate) of operation of the property, MHA wants, through a mentoring and training process with the Management Agent, to transition into full management of the property. Of course all management transitions are subject to the approval of the Owner Entity and LIHTC Investor.

## **8.3 Site-based Waiting List**

The Ownership Entity, through its Management Agent, will develop and maintain a site-based waiting list for the public housing-eligible units in the New Community. The site-based waiting list shall be operated in accordance with policies approved by MHA and adopted as part of its Annual Plan, in accordance with HUD requirements. The Management Agent shall use the site-based waiting list to select applicants for occupancy, subject to screening and eligibility requirements. MHA will furnish the Management Agent with the initial site-based waiting list that will consist of Bridges Landing residents who have indicated a desire to live in the New Community.

## **9. COMMUNITY AND SUPPORTIVE SERVICES**

MHA has formulated and will implement a basic Community and Supportive Services (CSS) program based on the stated needs of Bridges Landing residents. Since the majority of the current Bridges Landing residents are economically disadvantaged, the major thrust of the CSS effort will be a senior supportive services program. The selected Fee Developer will be expected to coordinate with and support the CSS activities as part of the overall development effort including potential Section 3 employment opportunities or WBE / MBE enterprises.

## **10. SUPPLEMENTAL INFORMATION**

The following documents are available to provide supplemental information to prospective developers:

- Draft Form of Development Agreement
- HUD Notice PIH 2005-26 Public Housing Development Total Development Cost (TDC) issued July 13, 2005 by the U.S. Department of Housing and Urban Development

- Bridges Landing development Plan
- Bridges Landing Market Study
- Georgia Department of Community Affairs LIHTC Qualifications Forms

<http://www.dca.ga.gov/housing/HousingDevelopment/programs/documents/2015PerformanceWorkbookfinaldraft.xlsx>

**Supplemental Information is available for viewing at MHA Central Office by appointment only. Please contact Chris Montesinos at (770) 957-4494 Ext. 2 to schedule an appointment.**

## **SECTION C - SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**

### **1. Submission Requirements**

- A. Letter of Interest with requested information and proposed working agreements
- B. Team Experience and Qualifications
  - 1. Team Description
  - 2. Profile of the Fee Developer
  - 3. Profiles of Development Team Members
- C. Provision of Community and Supportive Services
- D. Proposed Fee Developer Approach for MHA Capacity Building
- E. Community, Resident and Minority Participation
- F. Certifications and Assurances
- G. Other Attachments

### **2. Description of Each Submission Requirement**

The instructions below provide guidance on what the qualification-based proposal should contain and how it should be organized. Offerors must assemble submissions in the order described below and place proposals in 3-ring binders with tabs clearly identifying each section. Proposals must be organized in the order described in the Request for Qualifications.

#### **A. Letter of Interest**

**At the beginning of each proposal, the Fee Developer must provide a letter of interest listing the Fee Developer team members and identifying the primary contact person. The letter must be signed by an authorized principal of the Fee Developers' firm and include a statement that the proposal will remain valid for not less than one hundred eighty (180) days from the due date.**

**The letter of interest must also contain information about the Fee Developer's proposal to work with MHA on this Development effort.** Please include your specific cost proposal. The cost proposal is not a construction estimate, but instead a reflection of the fees that the Fee Developer proposes to MHA for sharing in the project work and risk with MHA.

**Demolition Construction Management**

Construction Management Fee for demolition of the current buildings, site clearance, and existing infrastructure removal. Include any add-ons, staffing costs, or direct reimbursements proposed for the Fee Developer's oversight.

**Infrastructure Construction Management**

Construction Management Fee for design and construction of the new public infrastructure. Include any add-ons, staffing costs, or direct reimbursements proposed for the Fee Developer's oversight.

**Developer Fee Split**

Provide the developer fee distribution that you propose for MHA and the Fee Developer recognizing that HUD approves fees up to 12% unless special justification supports a fee greater than 12% and up to the 15% allowed by the Georgia DCA. Recall that the per the RFQ, the Fee Developer will provide assistance in securing project financing and will be responsible for the design of all rental housing, construction of all rental housing, and providing construction completion guarantees. Also, recall that MHA is providing reimbursement for up to 75% of all third-party costs. Include any add-ons, staffing costs, or direct reimbursements proposed for the Fee Developer's oversight.

**Property Management Fee**

Specify the proposed property management fee for the initial operation, leasing, compliance, and management of the rental housing. Specify a proposed date for transition of the rental property management to MHA.

**B. Team Experience and Qualifications**

1. **Team Description:** Provide general information on the Fee Developer and the Development Team, including the following information:
  - a. Name of Fee Developer and proposed role.
  - b. Main address, telephone/fax numbers and email address of Fee Developer firm.
  - c. Address and telephone number of the office from which services will be provided to the development (if different from above).
  - d. Contact person, title, telephone/fax numbers and email address.
  - e. Description of the size, number of employees and the current workload of the Fee Developer.
  - f. Identify the individual who will serve as Project Manager for the Fee Developer and who will direct and coordinate the development effort to completion.
  - g. List the members of the Development Team. All entities that comprise the team should be identified, indicating their specialization(s) and specific contribution to the team. Fee Developers are encouraged to include specialists for all components of the program including design, property management, and legal and financing professionals. With regard to a construction contractor, please identify a construction partner or provide an explanation of why and how the construction partner(s) will be selected later.

- h. Provide a brief narrative description of previous collaboration among some or all members of the Fee Developer.
- i. For each discipline represented on your Development Team, indicate whether in your judgment familiarity with state or local rules, practices, conditions or personnel is important to the effective accomplishment of the development and, if so, indicate the extent of and basis for your team's familiarity.

**2. Profile of the Fee Developer:** Provide an overview of the Fee Developer's experience in the design, construction and management of projects similar to what is proposed. Include the following information:

1. Identify all mixed use/mixed finance efforts in which the Fee Developer has been, or is currently involved.
2. Provide three examples of previous projects evidencing the Fee Developer's experience with successful new construction of multi-family and mixed-use rental properties of similar size in an urban setting, including any such projects that provide evidence of the Fee Developer's experience in utilizing layered financing, including Low-Income Housing Tax Credits (LIHTC), tax-exempt housing revenue bonds, or other types of funding programs. State the source and amount of funding for each example. Include information about rent-up period, current occupancy, income groups served and operating deficit history.
3. List five most recent LIHTC projects successfully completed, identifying the states where they are located, 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 mix, the income groups served and the cost of each project.
4. Provide evidence of ability to meet Phase I development requirements, including information on planned or existing housing development projects, existing financial commitments and sites under developer control through which the developer could provide near-term potential off-site housing development opportunities (see Section 2.5.1 of this RFQ).
5. Provide a narrative description of the Fee Developer's previous expertise in integrating community and supportive services and Section 3 goals into the overall development and maintenance of similar projects.
6. The Fee Developer has a significant role in this project related to securing LIHTC resources and complying with LIHTC requirements as Owner, Developer and Manager. Fee Developers or Development Teams are required to demonstrate to MHA specific prequalification with the Georgia Department of Community Affairs (DCA) to serve in these three roles. Provide copies of the GHFA correspondence qualifying the Developer or appropriate member(s) of the team as "Developer", "Owner", and "Manager" under Georgia LIHTC requirements. All parties should be eligible for the "Qualified Without Conditions" designation. Please note that this is a threshold requirement for the submissions to MHA.
7. 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 efforts. For the Project Manager, and other key staff, identify what commitment of his/her time you will make if selected; identify the nature and extent of his/her involvement in other current projects and what adjustments would be made, if any, to these assignments, if selected.

8. Attach financial statements from the Fee Developer or any affiliate who will be providing guarantees for the project. The financial statement must be current and should show the assets, liabilities and net worth of the entity. The Fee Developer must also provide the firm's most recent audit or a current financial statement prepared by a Certified Public Accountant. Additionally, submit bank references for the Fee Developer. Any entity whose financial statement is provided may be required to be a party to, or guarantee the performance of, the Development Agreement and closing documents for any development phase.
9. In addition to the bank references, three relevant references must be submitted for the Fee Developer. References that are relevant to the scope of work as anticipated in this RFQ and from among the following entities are desirable.
  - Construction lender or Permanent lender
  - General contractor on a comparable development
  - Low Income Housing Tax Credit limited partner investor
  - Prior joint development partner in a comparable development
  - A Public Housing Authority or community-based group that has worked with the Fee Developer on a specific development in which the Fee Developer provided training and capacity building as described in this RFQ.

**3. Profiles of Development Team Members:**

1. For team members not directly employed by the Fee Developer, provide an overview of their experience in contributing to affordable housing redevelopment in a role as anticipated in your response to this RFQ.
2. Provide three examples of projects (completed or underway) evidencing the experience of the architectural firm with the design of residential developments similar to the Bridges Landing development.
3. Three references must be submitted for each member of the Fee Developer. Your architect's references should be connected with the projects provided as examples and able to comment on any issues of cost or feasibility encountered with the designs.

*Note: In providing references in accordance with 2(g) and 3(c), please provide name, title, organization name, phone number, fax, and e-mail address, and the name of the affordable rental housing, owner housing, or commercial development with which the reference is familiar. The MHA will verify references, as appropriate.*

**C. Provision of Community and Supportive Services**

The MHA intends to implement a Community and Supportive Services Plan that will include all public housing residents in the New Community. The MHA may have limited funds available for the provision of community and supportive services post-Development. However, the MHA will view favorably an Offeror who can bring other resources so that residents have sustained access to the supportive services they need to adequately provide for the emotional, physical and economic health and well-being of their families.

In narrative form, please identify the type of on-going community and supportive service arrangements and partnerships the Offeror has either implemented, or arranged, at mixed-income housing developments of comparable size and complexity in urban areas. Also state the proposed plan for supporting or supplementing the provision of community and supportive services at the New Community.

**D. Proposed Fee Developer Approach for MHA Capacity Building**

MHA will use the Bridges Landing development Program as a vehicle to provide high quality housing for low-income families within a socially diverse setting and as a means to further enhance the capacity and knowledge of its staff, increase its familiarity with modern development and property management skills, and strengthen its financial base. Respondents to the RFQ will be asked to provide methodology and describe their approach to assisting MHA to meet this requirement.

**E. Community, Resident and Minority Participation**

**1. Equal Opportunity (MBE/WBE) and Non-Discrimination**

Offeror must include a discussion of the approach and methods your team will utilize to assure strong participation by minority-owned and women-owned businesses. To the extent such businesses are included in the team or committed to be part of the development, they should be identified. Prior development experience utilizing MBE/WBE businesses should be described in sufficient detail to permit the selection panel to determine the team's track record and likely success. Offeror should also describe its commitment to equal employment under Executive Order 11246, the Viet Nam Veterans' Readjustment Act and Rehabilitation Act of 1973.

**2. Section 3 (Housing Act of 1968) Compliance**

Offeror must include a discussion of the approach and methods your team will utilize to assure significant employment of residents of the MHA and other individuals eligible as Section 3 participants. Offeror should indicate that they will require all contractors and subcontractors to utilize appropriate State-approved apprenticeship programs when available as a means to meet the Section 3 employment goals.

**3. Community and Resident Participation**

Describe how the team will involve the Bridges Landing Resident Planning Committee and Community Task Force and in the planning and implementation of the redevelopment initiative. The response must include a discussion of the approach and methods your team will utilize to assure stimulation of the local economy by using local businesses including construction contractors, subcontractors and suppliers.

**F. Certifications and Assurances**

Offeror must complete and submit the required certifications and assurance forms located in the Appendix, and may be subsequently required to furnish certifications regarding debarment and suspension, as well as other standard certifications and reference release forms.

The successful Fee Developer must be willing to comply with all terms and conditions of the RFQ. As a general requirement, the RFQ specifies that all work is to be performed in accordance with professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances and statutes. It will be the MHA's full expectation and a contractual requirement that the successful Fee Developer fully and routinely meet the above requirements.

**G. Other Attachments**

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

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### 3. Evaluation Criteria

The following evaluation factors will be used in determining the Fee Developers who are deemed within a competitive range for further consideration. The interviews of Fee Developers in the competitive range will be used to identify the top-rated Fee Developer for negotiation of an agreement. Each proposal has a total possible score of 100 points.

Points Available	Criteria	Description of Criteria
45 points	Experience and Capacity of the Fee Developer	<p>The degree to which the Fee Developer demonstrates:</p> <ul style="list-style-type: none"> <li>• Successful experience in the design and construction of mixed-income and mixed-use housing development projects of comparable size and complexity in urban areas;</li> <li>• Ability to obtain, structure and implement layered financing (including LIHTC in Georgia) for such projects;</li> <li>• Financial capacity (of the developer/provider of guarantees);</li> <li>• Familiarity with requirements applicable to mixed-finance development and public housing operation</li> <li>• Capacity to meet development requirements (see Section 2.5.1 of this RFQ)</li> <li>• Demonstrated ability of Fee Developer to provide the required training of MHA in real estate development</li> <li>• Eligibility under Georgia Department of Community Affairs (DCA) of Owner, Developer, and Manager as "Qualified Without Condition" is required of the developer or specific member of the Team.</li> </ul>
25 points	Experience and Capacity of the Development Team	<ul style="list-style-type: none"> <li>• Cohesion of the team (including Fee Developer), as demonstrated by experience working together, and coherence of their technical responses.</li> <li>• Degree to which members of team (other than the Fee Developer) demonstrate successful experience in their respective disciplines as required for the design, development and operation of mixed-income developments of comparable size and complexity in urban areas.</li> <li>• If applicable, degree to which Fee Developer offers satisfactory justification for deferring until a later date the selection of some Fee Developer members.</li> <li>• Degree of team's familiarity and experience with state or local rules, practices, conditions or personnel that are important to the effective accomplishment of the development.</li> </ul>
20 points	Experience and Capacity to Manage the Property	<ul style="list-style-type: none"> <li>• The degree to which the Fee Developer demonstrates successful experience with ownership and property management (either directly or through supervision of property management provided by a third party) of mixed-income rental developments of a similar size.</li> <li>• Fee Developer's ability to observe public housing operational and reporting requirements\</li> <li>• Demonstrated capacity of Fee Developer to provide the required training of MHA in LIHTC Compliance and market rate property management</li> </ul>
5 points	Equal Opportunity (MBE/WBE) and Non-Discrimination	<ul style="list-style-type: none"> <li>• The degree to which the Fee Developer provides for minority and women-owned business participation reflective of the local community and demonstrates compliance with equal opportunity and non-discrimination requirements.</li> </ul>
5 points	Section 3 Compliance and Resident Participation	<ul style="list-style-type: none"> <li>• The degree to which the Fee Developer demonstrates experience in, and an effective approach to, compliance with Section 3 requirements and resident participation.</li> </ul>

## **SECTION D – SELECTION PROCESS AND SCHEDULE**

### **1. Selection Process**

The purpose of this RFQ is to solicit meaningful proposals so that the MHA may select, from a range of proposals, one that best meets its needs and requirements. MHA urges all interested developers to carefully review the requirements of this RFQ. Written proposals containing the requested information will serve as the primary basis for final selection.

MHA reserves the right to conduct negotiations with one or more Offerors, if in the sole opinion of the MHA, that method will provide the greatest benefit to the MHA.

All proposals will be initially reviewed to determine compliance with the submission requirements specified in this RFQ. Proposals that do not comply with these requirements may be rejected without further review.

The evaluation criteria stated above will be used to determine the most competitive Offerors. At MHA's option, Offerors may be asked to participate in an interview process to further discuss how they will specifically apply their qualifications and experience in converting a plan for the Bridges Landing development project into a feasible, sustainable, mixed-income and mixed-use urban development. MHA will use the interviews, reference checks and best and final offer to make a final determination of selection in accordance with the stated Evaluation Criteria.

### **2. Pre-Proposal Conference**

A pre-proposal conference will be held at 2:00 pm EDT on July 16, 2015 at MHA's Central Office 345 Simpson Street, McDonough, GA 30253. A site visit will be conducted the same day immediately following the Pre-Proposal Conference. MHA will not be responsible for transportation to the Bridges Landing Community.

Although attendance at the pre-proposal conference and site visit is not mandatory, it is highly recommended. The conference will provide potential Offerors with a briefing on the Development program, the opportunity to discuss the project with MHA staff and consultants and tour the existing developments and adjacent neighborhoods. A summary of questions asked by participants, with the MHA's responses, will be forwarded to all potential Offerors on MHA's list of interested parties and those attending the pre-proposal conference.

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**3. Procurement Schedule (Dates are approximate and for planning purposes only)**

<b>Procurement Activity</b>	<b>Date</b>
Issue RFQ	June 25, 2015
Pre-proposal Conference	July 16, 2015
Final Day to Submit Written Questions	July 30, 2015
Final Addendum to RFQ Issued	August 6, 2015
Proposals Due	August 13, 2015
Review Proposals , Complete Initial Rating, and Verify References	August 2015
Notify Offerors Within Competitive Range of Interview Date	August 2015
Conduct Interviews	August 2015
Conduct Final Review	August 2015
Conduct Final Due Diligence	August 2015
Internal Recommendation for Fee Developer Selection	September 2015
Request Executive Director and Board Approval of Fee Developer Selection	September 2015
Formal Notification of Selection by MHA	September 2015
Development Agreement Preparation and Negotiation	September 2015
Development Agreement Executed	September 2015
LIHTC Application Developed	Beginning January 2016
LIHTC Application Submitted	June 2016

**4. Response Due Date**

**Proposals submitted in response to this solicitation will be accepted until August 13, 2015 at 4:00 pm EDT. Offerors must provide one (1) original clearly marked “ORIGINAL” and eight (8) copies, each of which should be clearly marked “COPY”. The required submission must be placed in envelopes or boxes marked “Bridges Landing development Fee Developer Qualifications” and delivered to:**

Chris Montesinos, Executive Director  
Housing Authority of McDonough GA  
345 Simpson Street  
McDonough, GA 30253

**Proposals Due by August 13, 2015 – 4:00 pm EDT**

The submission deadline is firm as to date and hour. An Offeror may select any mode of delivery. However, the risk of non-delivery shall remain with the Offeror. MHA will treat as ineligible for consideration any submission that is received after the deadline. Upon receipt of each proposal, MHA will date stamp it to evidence timely or late receipt and, upon request, provide the Offeror with an acknowledgement of receipt. Faxed or emailed submissions will not be accepted. All timely submissions become the property of MHA and will not be returned. Proposals will be held in confidence and provided only to those involved in the procurement process. Financial statements and bank references may be placed in a separate sealed envelope

marked “confidential.” All information from non-successful Offerors, which is clearly identified as confidential, will be returned to the Offeror after the date the agreement is executed with the selected Offeror.

## **5. Committee to Evaluate the Proposals**

In accordance with 24 CFR Part 85, a Committee has been established that will be responsible for overseeing the development team procurement process and making a selection recommendation to MHA’s Executive Director and Board of Commissioners. The Committee will determine which proposals are competitive based on the established evaluation criteria and point system. Offerors whose proposals are determined to be in the competitive range may be interviewed by the Selection Committee, at MHA’s option. Following the interviews (if required), offerors may be required to submit supplemental information. The Selection Committee will then assign a final score for each proposal.

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

## **6. MHA Procurement Policy**

MHA may reject any or all proposals that are determined not to be in the MHA’s best interests. In addition, MHA reserves the right to waive any informalities or minor irregularities if it serves the parties’ best interest to do so. The MHA will select an Offeror based on the evaluation criteria, subject to the negotiation of fair and reasonable compensation.

## **SECTION E - GENERAL INFORMATION**

### **1. Interpretation**

The intent of this RFQ is to establish the general specifications for the professional services needed and to provide prospective Offerors with sufficient information to enable them to provide an acceptable response to this RFQ. Every effort has been made to outline requirements and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this RFQ may only be submitted in writing (via post, email or fax) and should refer to the specific paragraph in question. **All inquiries and questions must be received by July 30, 2015 at 4:00 pm EDT.** Inquiries must be submitted to:

Chris Montesinos, Executive Director  
Housing Authority of McDonough GA  
PO Box 23  
345 Simpson Street  
McDonough, GA 30253

**Questions due by July 30, 2015 at 4:00 pm EDT.**

Responses to inquiries will be provided as written addenda to this RFQ and will be on file and available for inspection at MHA offices. MHA will provide copies of all addenda to all potential

Offerors to whom this RFQ has been provided. The addenda shall become part of this RFQ and all Offerors will be bound by the addenda.

## **2. MHA Options**

MHA reserves the right to at any time, in its sole discretion and for any reason, to do any or all of the following:

- a. Waive or correct any immaterial defect or technical error in any response, proposal or proposal procedure, as part of the RFQ or any subsequent negotiation process;
- b. Reject, in whole or in part, any and all proposals received in response to this RFQ which are incomplete and/or non-responsive;
- c. Request that certain or all Offerors to this RFQ supplement or modify certain aspects of the information or proposals submitted;
- d. Cancel this RFQ and/or reissue a request for proposals;
- e. Procure any service by any other means legally permitted;
- f. Modify the selection procedure, the scope of the proposed project or the required responses; and
- g. Extend deadlines for accepting proposals, request amendments to proposals after expiration deadlines, or negotiate or approve final agreements.

All Offerors shall comply with the conditions, requirements and specifications contained herein. Any departure shall constitute sufficient cause for rejection of the proposal at MHA's discretion.

No award will be made to any Offeror that is determined not responsible to perform or if suspended, debarred, or otherwise determined ineligible to receive an award by HUD in accordance with 24 CFR Part 24. Prior to award, MHA will review the proposed Offeror's ability to perform the contract successfully, considering such factors as the Offeror's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-Procurement Programs published by the General Services Administration), compliance with public policy, record of past performance (including contacting the Offeror's previous clients), and financial and technical resources.

MHA will accept only one proposal from each Offeror. However, subconsultants may participate as members of more than one Offeror's development team.

## **3. No Claim Against the MHA**

An Offeror shall not obtain, by submitting a proposal in response to this RFQ, any claim against MHA or MHA's property by reason of all or any part of any of the following: any aspect of this RFQ; the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter into any agreements; any statement, representations, acts or omissions of MHA or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

The Offeror will be responsible for all costs incurred in preparing a response to this RFQ. All material and documents submitted by Offeror will become the property of MHA and will not be returned. The Offeror selected for further interviews and negotiations will be responsible for all costs incurred in connection therewith.

**4. Personnel**

In submitting a proposal, the Offeror is representing that the personnel described in their proposal shall be available to perform the services described, barring illness, accident or other unforeseeable events of a similar nature in which cases the Offeror must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Offeror under its sole direction, and not employees or agents of MHA.

**5. Contact with MHA Staff, Board Members and Residents**

All communications with MHA shall be in writing to:

Chris Montesinos, Executive Director  
Housing Authority of McDonough GA  
PO Box 23  
345 Simpson Street  
McDonough, GA 30253

**Beyond the above referenced written communications, Offerors and their representatives may not make any other form of contact with MHA Staff, Board Members or Residents. Any improper contact by or on behalf of an Offeror may be grounds for disqualification.**

**6. Contract Form and Issues**

This RFQ will lead to a Development Agreement, the exact terms of which will be negotiated between MHA and the successful Offeror. No contractual rights shall arise out of the process of negotiation until such time as the MHA and the selected Offeror have signed an agreement. Work under the agreement shall commence immediately upon execution. HUD must approve the Offeror agreement prior to execution.

**7. Rules, Regulations and Licensing Requirements**

The Offeror, their staff and agents shall comply with all laws, ordinances and regulations applicable to the services specified herein, especially those applicable to conflict of interest. Offerors are presumed to be familiar with all Federal, State and Local Laws, Ordinances, Codes, Rules and Regulations that may in any way affect the services to be provided.

**8. Equal Opportunity Employment**

Offerors agree that there will be no discrimination as to race, gender, religion, color, age, creed or national origin in regard to obligations, work and services performed under the terms of any contract ensuing from this RFQ. Offerors must also agree to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, as supplemented by the Department of Labor Regulations (41 CFR Part 60).

**END OF TEXT**

# EXHIBIT A

## Potential Development Sites – McDonough Housing Authority:

➤ Site A

Location: Bridges Road, Doris Street and Brisendine Street

Site B

Location: Bridges Road (f.k.a. Callaway Park)

Tract Size: 29.95 +/- acres

\*Note: Tract has connectivity to the city's proposed "Green Infrastructure" system.

Site C

Location: Racetrack Road – (Next to Iris Lake Village)

Tract Size: 14.0 +/- acres

Site D

Location: Simpson Street – (behind Westbury Nursing Home and adjacent to existing McDonough Housing Authority – Lewis Street)

Tract Size: 12.17 +/- acres

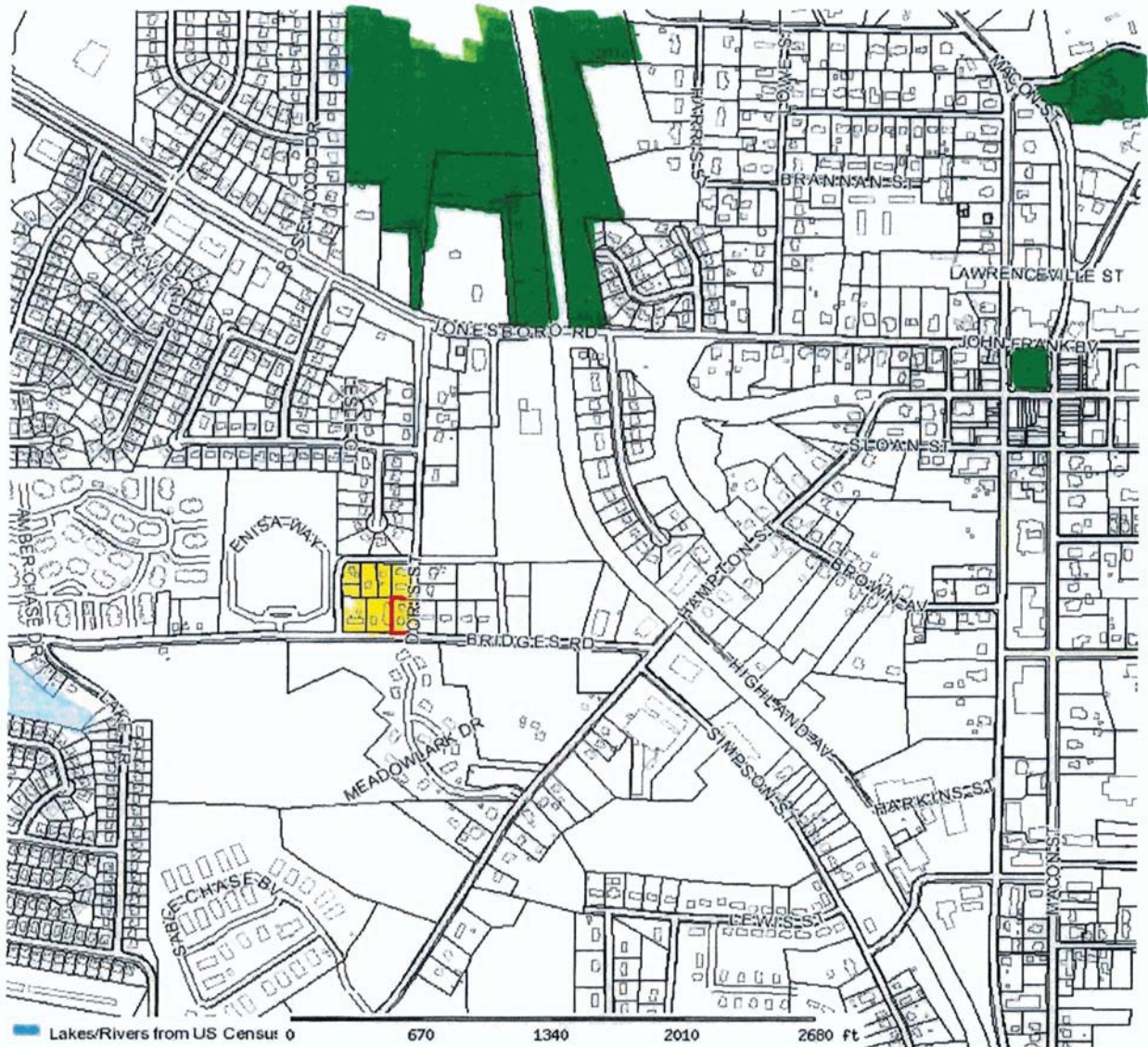
➤ Site E

Location: SR 20/81 – (adjacent to Wellington Park Subdivision and McDonough Housing Authority – Washington Road/Payne Street)

➤ Site F

Location: SR 20/81 – (Next to Sable Chase Apartments)

# Site A



Lakes/Rivers from US Census 0 670 1340 2010 2680 ft

## Henry County Assessor

Parcel: M02503001000 Acres: 0

Name:	THE CITY OF MCDONOUGH	Land Value	\$4,800.00
Site:	146 DORIS ST	Building Value	\$0.00
Sale:	\$190,000 on 08-2012 Reason=ED Qual=V	Misc Value	\$0.00
Mail:	136 KEYS FERRY ST MCDONOUGH, GA 30263	Total Value:	\$4,800.00

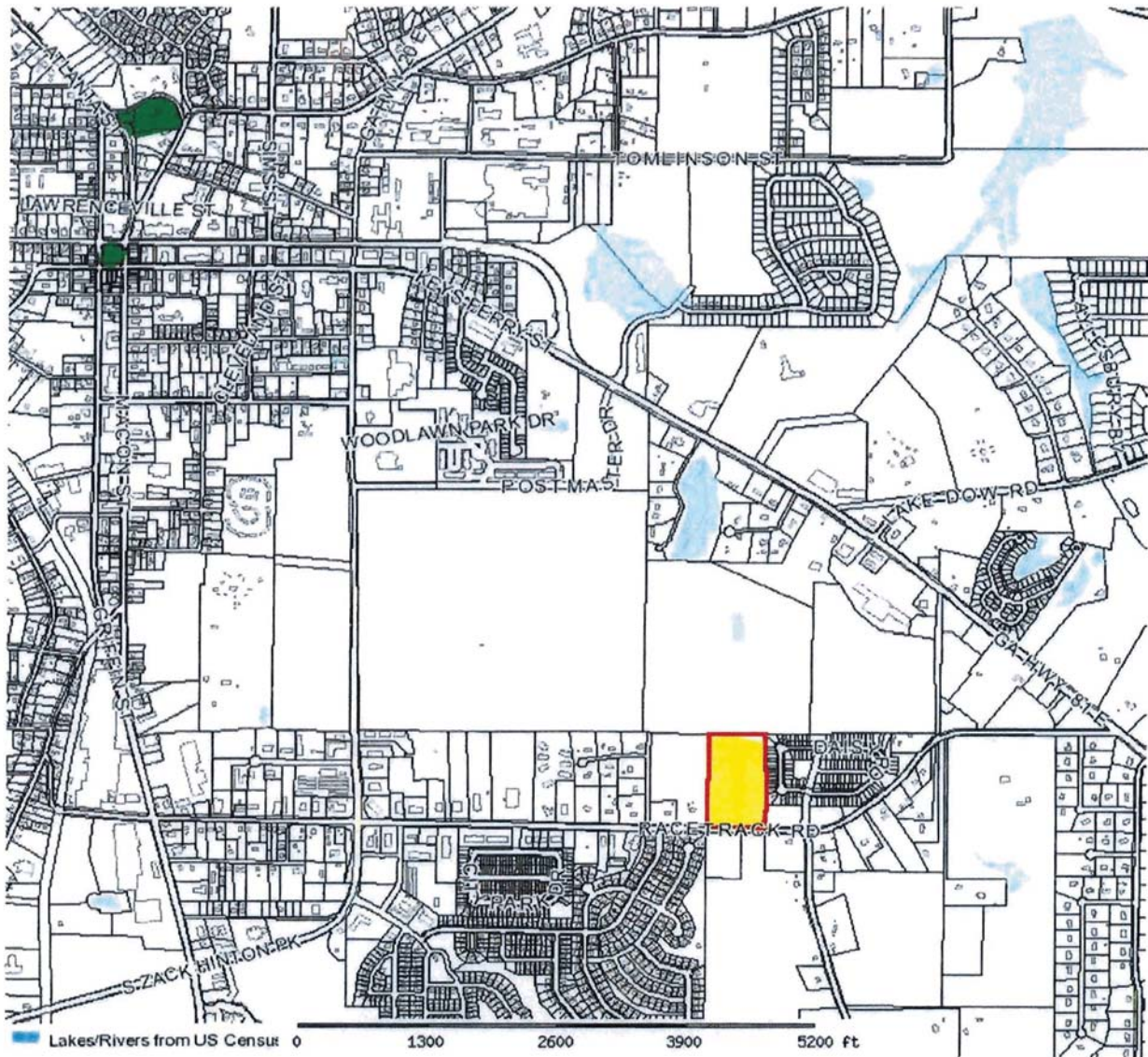


The Henry County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER HENRY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 06/18/13 : 09:32:32



**SITE C**



Henry County Assessor

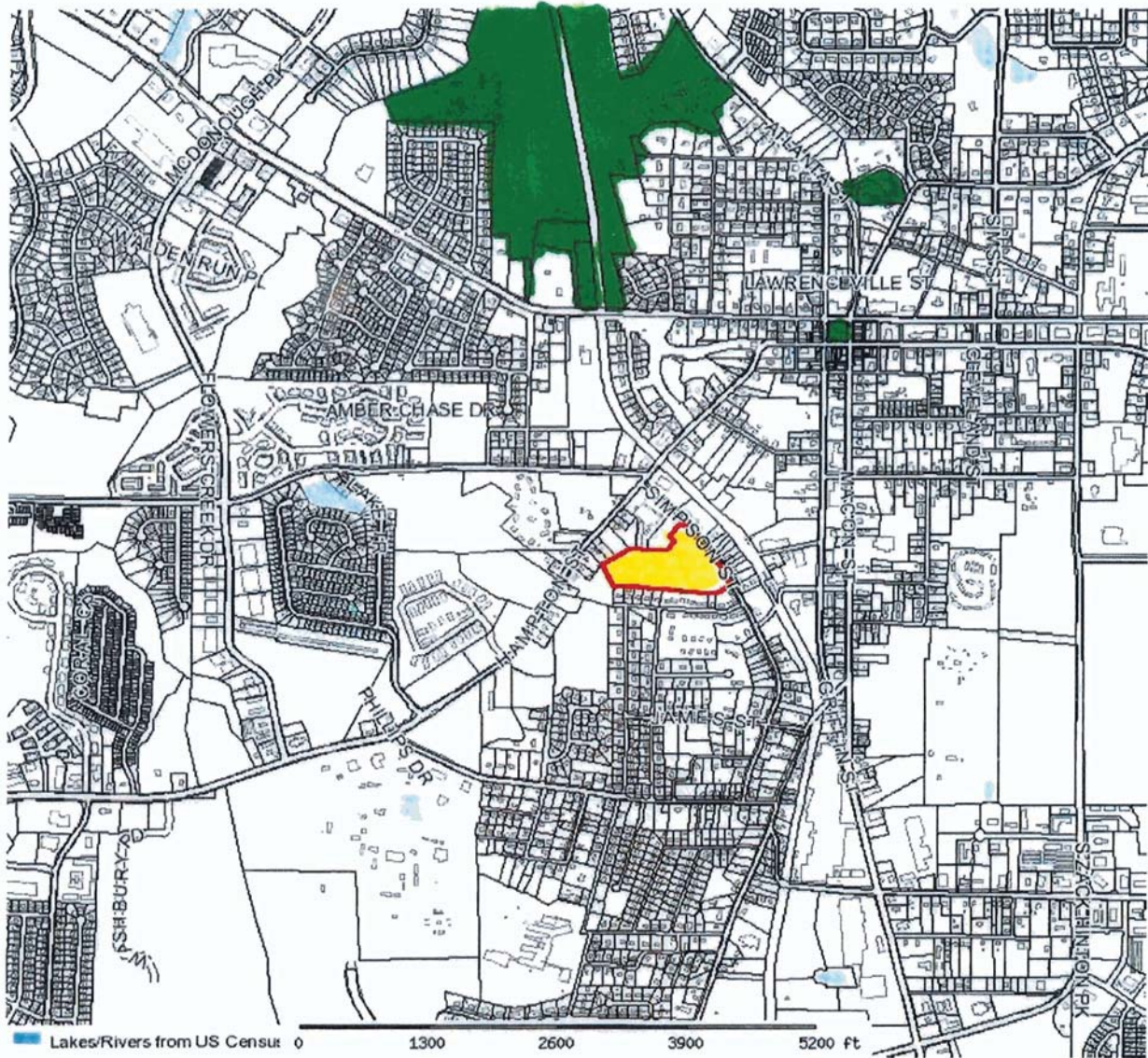
Parcel: 108-01042000 Acres: 14

Name:	ESKEW JOHN DANIEL TRUSTEE &	Land Value:	\$110,900.00
Site:		Building Value:	\$0.00
Sale:	\$0 on 02-2003 Reason=WD Qual=U	Fisc Value:	\$0.00
Mail:	DOROTHY E CORDOBES 639 WATERWAY LANE SENECA, SC 29672	Total Value:	\$110,900.00

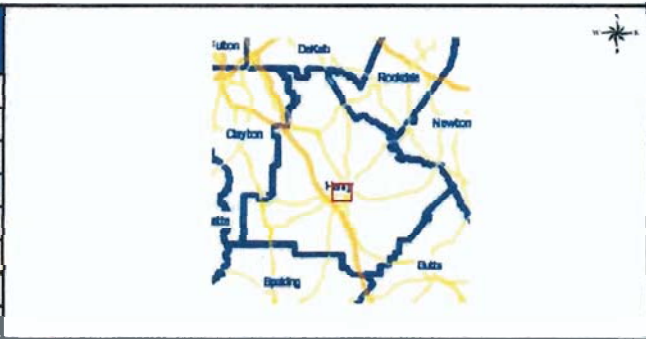


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Sited

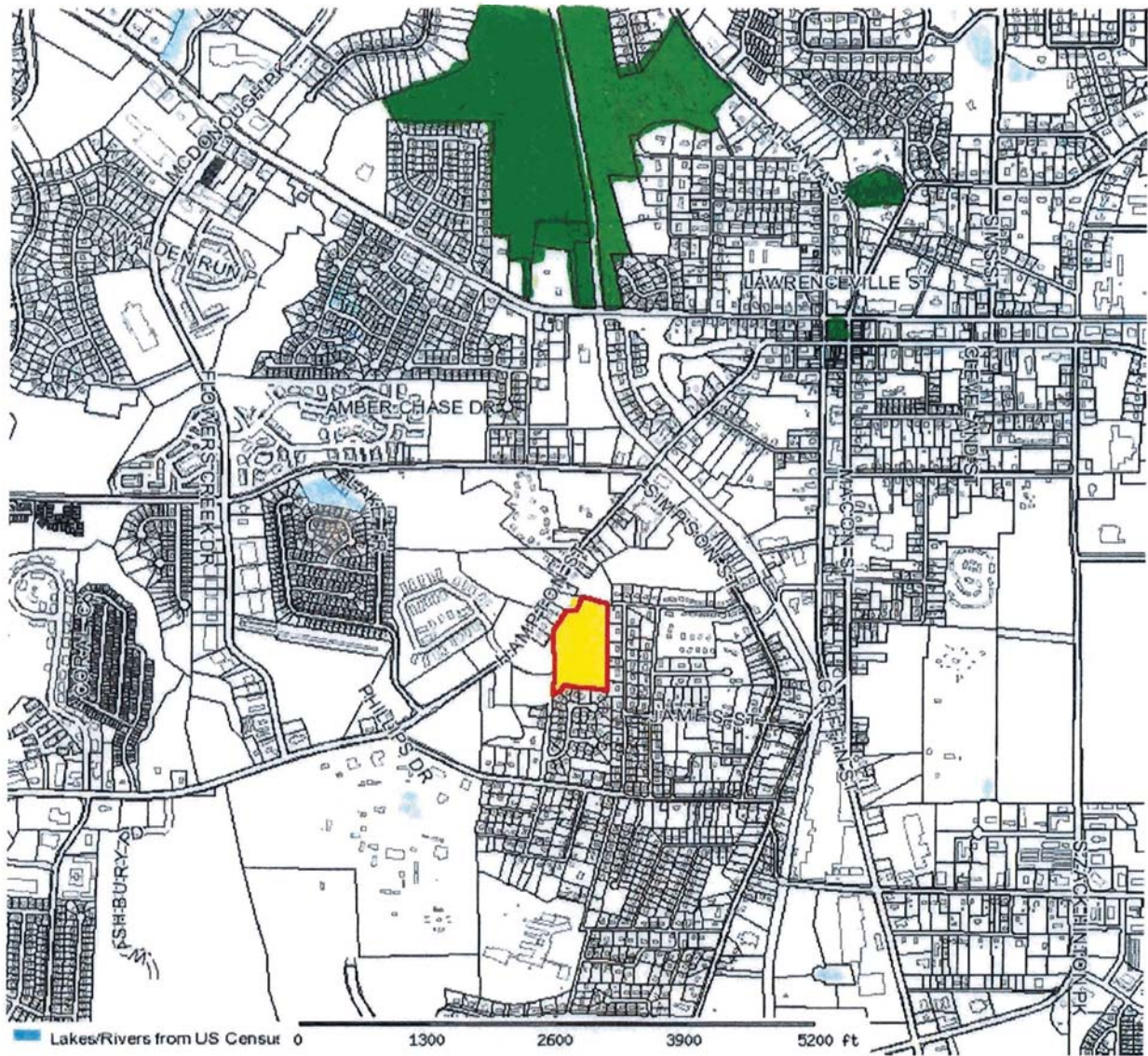


Henry County Assessor			
Parcel: M10-07011000 Acres: 12.17			
Name:	WESTBURY ENTERPRISES INC	Land Value	\$602,400.00
Site		Building Value	\$0.00
Sale:	\$75,000 on 04-1985 Reason=WD Qual=Q	Misc Value	\$0.00
Mail	MAPLE DRIVE 922 MCDONOUGH RD JACKSON, GA 30233	Total Value	\$602,400.00



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# SITE E

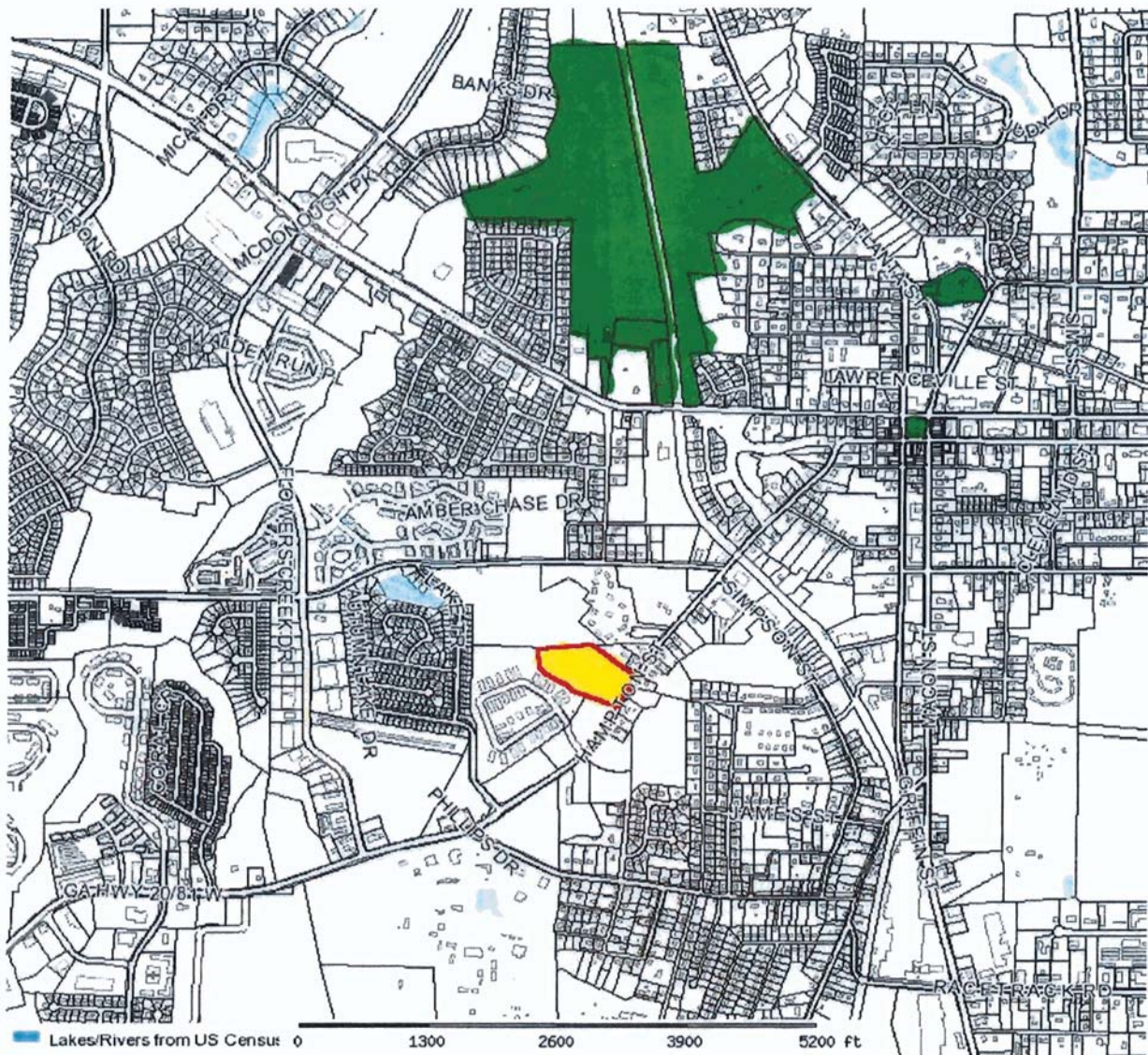


Henry County Assessor			
Parcel: M03501004002 Acres: 11.34			
Name:	L & C PARTNERSHIP	Land Value	\$289,200.00
Site:		Building Value	\$0.00
Sale:	\$0 on 10-2005 Reason=QC Qual=U	Misc Value	\$0.00
Mail:	1365 MCDONOUGH PKWY MCDONOUGH, GA 30253	Total Value	\$289,200.00

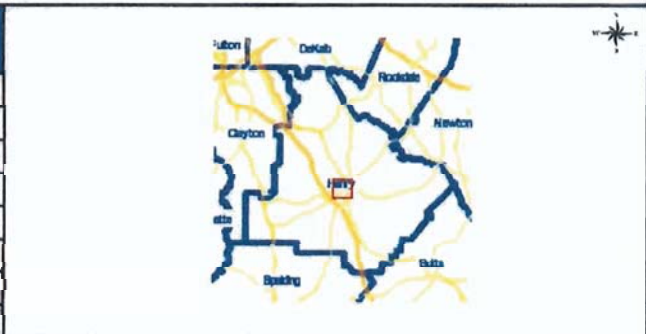


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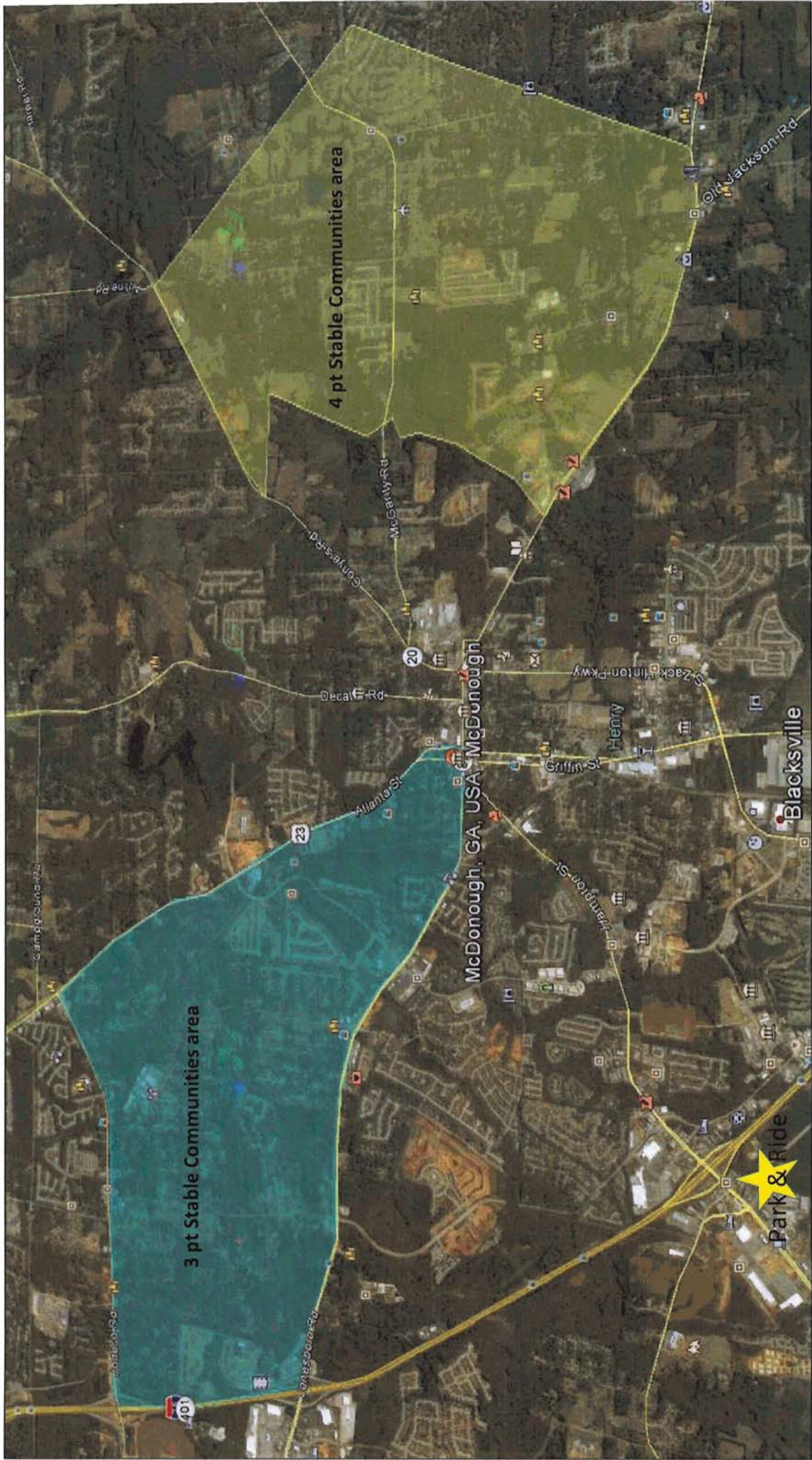
**SITE F**



Henry County Assessor			
Parcel: 092-01017000 Acres: 9.12			
Name	MCINTOSH STATE BANK	Land Value	\$135,700.00
Site	HIGHWAY 81	Building Value	\$0.00
Sale	\$3,675,751 on 10-2009 Reason=DP Qual=U	Misc Value	\$0.00
Mail	C/O HAMILTON STATE BANK 5350 MCEVER RD FLOWERY BRANCH, GA 30542	Total Value	\$135,700.00



The Henry County Assessor's Office makes every effort to provide the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER HENRY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--  
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# **Exhibit B**

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

## **Representations, Certifications, and Other Statements of Bidders**

### **Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [ ] Black Americans
- [ ] Asian Pacific Americans
- [ ] Hispanic Americans
- [ ] Asian Indian Americans
- [ ] Native Americans
- [ ] Hasidic Jewish Americans

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



## 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/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

# Exhibit E

## General Conditions for Non-Construction Contracts

### Section II – (With Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

**Applicability. This form HUD-5370C 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.

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### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

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#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## 7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## 8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

# Exhibit F

## Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)

**US Department of Housing and Urban Development**  
Office of Housing/Federal Housing Commissioner

**US Department of Agriculture**  
Farmers Home Administration

<b>Part I to be completed by Principals of Multifamily Projects (See instructions)</b>	<b>For HUD HQ/FmHA use only</b>
Reason for submission:	
1. Agency name and City where the application is filed	
3. Loan or Contract amount \$	4. Number of Units or Beds
2. Project Name, Project Number, City and Zip Code	
5. Section of Act <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	

**7. List all proposed Principals and attach organization chart for all organizations**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. Expected % Ownership in Project	10. SSN or IRS Employer Number

**Certifications:** The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

<b>Name of Principal</b>	<b>Signature of Principal</b>	<b>Certification Date(mm/dd/yyyy)</b>	<b>Area Code and Tel. No.</b>
<b>This form prepared by (print name)</b>		<b>Area Code and Tel. No.</b>	

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved )	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation <b>Yes No If yes, explain</b>	6. Last MOR rating and Physical Insp. Score and date

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel/No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other (attach memorandum)
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Previous editions are obsolete

### Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

**Carefully read the certification before you sign it.**

Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

**Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.**

#### Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

**Exemptions** – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

#### Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.

- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.

- Purchase of a Secretary-owned project.

- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.

- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

#### Specific Line Instructions:

**Reason for submitting this Certification:** e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, or the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File..."

**Block 8:** Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

**Block 9:** Fill in the percentage of ownership in the proposed project that each principal is expected to have.

**Block 10:** Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

#### Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be listed.** Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

**Column 2. All previous projects must be listed or your certification cannot be processed.** Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

**Column 3.** List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

**Column 4.** Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

**Column 5.** Explain any project defaults during your participation.

**Column 6.** Provide the latest Management Review (MOR) rating and Physical Inspection score.

**Certification:** After you have completed all other parts of

form HUD-2530, including schedule A, read the certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form

should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony

convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

**Exhibit G**

**Non-Collusion Affidavit of Prime Bidder/Subcontractor**

State of Georgia)  
County of Henry)  
City of McDonough)

\_\_\_\_\_, being the first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, etc.) (Company)  
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of McDonough, or the McDonough Housing Authority, or the owner of the property interested in the proposed contract;

5. No member of the Common Council, or other Officers of the City of McDonough, or the McDonough Housing Authority, or any person in the employ of the City or Agency, or locally elected official, or appointee of the Board, directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the attached document entitles “Additional Eligibility Requirement of Contractors Who Bid on Community Development Funded Projects and Contracts”, and affirms that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I am/The Bidder is not indebted to the City of McDonough nor to the McDonough Housing Authority in any form or manner.

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

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

**Exhibit G**

Title: \_\_\_\_\_

Witness: \_\_\_\_\_