

**REQUEST FOR QUALIFICATIONS (RFQ)
RFQ # 20-68, CNI MASTER DEVELOPER FOR
SOUTHWARD VILLAGE IN FORT MYERS, FLORIDA**



***The Housing Authority of the City of Fort Myers (HACFM)
4224 Renaissance Preserve Way
Fort Myers, Florida, 33916
Marcia Davis Executive Director***

Closing Date: June 16, 202 @ 3:00 p.m.

Issue Date: May 19, 2020

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1. Attachment A – Check List	
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Forms included:

- 1. HUD 5369-B, Instructions to Offerors Non-Construction**
- 2. HUD 5369-C, Certifications and Representations of Offerors Non-Construction**
- 3. HUD-5370-C, General Conditions for Non-Construction Contracts – Sections I & II**
- 4. 50070 Certification for a Drug Free Workplace**
- 5. Disclosure of Lobbying Activities**
- 6. 5369-A Non-Collusion Affidavit**
- 7. Public Entity Crime Form**

REQUEST FOR QUALIFICATIONS

RFQ NO. 20-68, CNI MASTER DEVELOPER FOR THE REVITALIZATION OF SOUTHWARD VILLAGE PUBLIC HOUSING

The Housing Authority of the City of Fort Myers (the “Authority” or HACFM) is a public housing (PH) authority created pursuant to Chapter 421 of the Florida Statutes of 1969. Being a municipal dependent and special district, the Authority has general statutory authority to operate within the City limits of Fort Myers (the “City”), Lee County, Florida. The Authority develops, owns, and manages public and affordable housing. The Authority is responsible for the administration/management of 964 units of low rent Public Housing (PH) & Tax Credit Units, 206 Section 8 Project Based Units, and 2,310 total vouchers under its authority.

HACFM is requesting qualification statements from experienced developers (CNI Master Developer) to participate in developing a Transformation Plan to implement the comprehensive revitalization of Southward Village public housing. The successful respondent will demonstrate its success in implementing comprehensive neighborhood multi-site revitalization plans that include mixed-income (public housing, project-based vouchers, low income housing tax credit and market-rate unrestricted units), mixed-finance and mixed uses. The plan must be neighborhood focused and include the one-for-one replacement of the 200 Southward Village public housing units with deeply subsidized units (public housing and project-based voucher units) in mixed-income developments. The plan should also include, to the extent supported by the community and market conditions, for-sale housing, commercial/retail uses and other neighborhood improvements to be identified during the continued planning process.

The City of Fort Myers has a diverse population and the Authority provides affordable housing for the low-income individuals and families who cannot afford housing in the private market. The Authority has partnered with the Southwest Florida Affordable Housing Choice Foundation, Inc. (SWFAHCF), local City government, other local profit, and not-for-profit groups and citizens of the community desiring to provide more affordable housing options within the City: to rehab units; to redevelop PH; to create new housing (inclusive of new PH units); to support development of community services and resources for the citizens and to seek out new funding sources for the Authority. The Authority and its partners are committed to preserving the community historical roots while building and redeveloping a community that is affordable and viable in the present.

The Southwest Florida Affordable Housing Choice Foundation, Inc., an affiliate nonprofit 501(c)(3) corporation of the Authority was formed in 2006 to provide, develop and manage affordable housing opportunities on behalf of the Authority. The nonprofit owns and manages over 300 affordable housing units located within Lee County.

Responses that do not include all required information will be deemed unresponsive and may be disqualified. Submissions must comply with the requirements of the entire RFQ. The completed and signed off checklist attached to this RFQ is a mandatory submission requirement.

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

The HACFM reserves the right to reject any or all responses wherever it is in the best interest of the HACFM. The HACFM is an Equal Opportunity Employer. Minority and Women-owned business are encouraged to submit a proposal. Firms must also ensure Section 3 requirements set forth in Exhibit A of this RFQ are met.

RFQ- SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

Deadline to Respond: June 16, 2020 at 3:00 pm

The intent of this RFQ is to establish the general Scope of Services needed and to provide prospective Respondents with sufficient information to enable them to provide an acceptable response to this RFQ. Every effort has been made to outline requirements, and to provide information in a format that is clear and concise. Nevertheless, questions may arise, or additional information may be needed.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Questions and inquiries regarding this RFQ must be submitted in writing, (email is permissible) to:

The Housing Authority of the City of Fort Myers (HACFM)
4224 Renaissance Preserve Way
Fort Myers, Florida, 33916

Attention: Laurie Victory, Procurement Specialist
Email: laurie@hacfm.org

Under consideration are the following owned properties:

Southward Redevelopment (Phase I and II): Lee County Property Appraiser parcel number: 19-44-25-P4-00060.0000. The currently occupied property was built in 1962 and is comprised of 104 building, most of which are duplexes. There is a total of 200 units currently on the property.

RECEIPT OF RESPONSES

FORMAT SUBMISSION

One original and one (1) electronic copy of the response to this RFQ shall be submitted. The original is submitted in a sealed packaged and marked "**Qualifications for Co-Developer HACFM**". All material must be submitted in an 8 ½" x 11" format. All submissions must be received by **June 16, 2020 at 3:00 pm** at the following address:

The Housing Authority of the City of Fort Myers
4224 Renaissance Preserve Way
Fort Myers, FL 33916
ATTN: Laurie Victory, Procurement Specialist

SITE VISIT: The sites in question are currently occupied. A site visit to the sites will be scheduled for **June 9, 2020 at 11:00AM EST**. Any interested party wishing to tour the property should contact Laurie Victory, Procurement Specialist, Email: laurie@hacfm.org at HACFM directly to confirm attendance **no later than June 8, 2020 EOB**.

All inquiries/questions must be in writing (laurie@hacfm.org) and received according to the instructions above no later than 4:00 p.m. EST, on June 10, 2020.

Answers will be provided as a written Addendum to this RFQ and posted to HACFM's website no later than 5:00 p.m. on June 11, 2020.

Any additional Addendums shall also be posted to the website and therefore, it is the proposers responsibility to check the website for any subsequent addendums.

PART I – GENERAL BACKGROUND INFORMATION

1.1 Background Information

Urban Design Associates is serving as the Community Engagement & Design Charrette Planning Coordinator, for this effort and will oversee the development of three key components of the Southward Village Transformation Plan: Housing, People/Education and Neighborhood. HACFM will establish four Task Forces and an overarching Transformation Steering Committee comprised of key Fort Myers stakeholders to guide the development of a holistic Transformation Plan. HACFM will use this Transformation Plan as the basis for seeking CNI implementation funding. The Transformation Plan seeks to redevelop Southward Village and other local sites to create an economically and socially diverse, healthy and vibrant mixed-income urban neighborhood that includes a wide range of land uses and densities.

In 2019 HACFM completed a comprehensive design planning process of the current Southward Village site, in which an experience CNI (Choice Neighborhood Initiative) Master Developer will advise on the program and design for the replacement housing and other affordable and market-rate unit types (working with HACFM' staff and consultants); identify other investments essential to creating a sustainable and healthy community; coordinate housing activities with neighborhood, resident services, and educational programs; and take the lead in securing state, other federal, and private funding in support of the Transformation Plan. The Master Developer will be responsible for securing financing and leveraging CNI implementation funds.

The Master Developer must be able to work collaboratively with the CNI Planning team including HACFM and HACFM, Urban Design Associates, the Steering Committee and Task Force Chairs and members, the Southward Village residents, and the broader community. The Master Developer's architect will be responsible for refining redevelopment concepts during the planning process. The Master Developer and architect will play a guiding and consulting role during the planning process to ensure that the preferred housing redevelopment concept set forth in the Transformation Plan is market-appropriate and financially feasible. Housing Authority of the County of Fort Myers HACFM owns and manages 1,106 low-income public housing units and provides rental subsidies to approximately 11,000 households through its Housing Choice Voucher program, and a nonprofit affiliate that owns and operates over 300 units of affordable housing in Lee County.

Southward Village Public Housing Complex

Southward Village is a 200-unit Public Housing complex within the Dunbar neighborhood. Southward Village is bounded roughly by Edison Ave. to the north, Ford St. to the east, South St. to the south and Dunbar Park/Star Complex on the west. Originally constructed in 1962, much of the infrastructure serving the development is original to the site and has reached the end of its useful life. The suburban style development consists of a community building and 200 one-story residential buildings and a community building on 40 acres and is now functionally obsolete. The site is zoned Residential Medium Density. RMX Zone permits multiple family residential, office, and limited commercial uses in a mixture established for the area through a special planning district or adopted locational standards. Maximum density in the RMX zone is thirty-six (36) dwelling units per acre. The RMX zone allows a mix of moderate density residential and neighborhood-serving commercial uses as a matter of right. Residential densities are the same as that of the R-3A zone, while the types of commercial uses permitted are generally similar to that of the C-1 zone.

Dunbar Neighborhood

The Dunbar neighborhood is an area in transition. Located at the confluence of the Dunbar community and Hope's Garden's and just east of downtown, the target area is changing from a declining industrial area into one of the largest infill opportunities in the country. With the widening of the street Martin Luther King Blvd and Veronica Shoemaker Blvd., the area has experienced limited investment, and its isolation and proximity to the densely populated low-income housing has contributed to the presence of a large homeless population.

The Dunbar neighborhood has been re-envisioned as a vibrant, mixed-use in-fill community connected to the surrounding area by a network of local streets, access to public transit, and bicycle and pedestrian pathways.

The expectation is to see the neighborhood transition into a radiant community offering a wide range of employment, entertainment, retail, commercial, and housing opportunities. The Community Transformation planning process will build upon a number of existing and planned neighborhood assets and initiatives in the Dunbar and surrounding neighborhoods.

1.2 Method of Solicitation

HACFM is soliciting qualification statements from experienced CNI Master Developers with a documented track record of providing the required services. HACFM is requiring that each applicant submit a vision that describes the type of mixed-income development(s) the respondent believes is feasible and which incorporates the city redevelopment plans. In addition, the proposal shall demonstrate the respondent's capacity and readiness to perform the required Scope of Services expeditiously. Finally, the proposal shall include evidence of the respondent's previous experience and qualifications relative to the provision of such services, particularly the development of mixed-income communities that include public housing units.

The selected CNI Master Developer will be responsible for working with the Transformation Plan participants to develop a holistic and sustainable community in the Dunbar neighborhood. The selected CNI Master Developer will be responsible, at a minimum, for implementation of the Housing and People component of the Transformation Plan.

The selected developer would serve in full-service capacity, advising the HACFM as needed on all financings and programs of work involving acquisition and development of affordable housing assets designed to improve and expand the availability of affordable housing in Fort Myers, Florida.

The HACFM will consider utilizing multiple debt and equity instruments including, but not limited to, tax exempt bonds, low income housing tax credits, mortgage financing, limited partnerships, HOME funds, SHIP funds and public/private collaborations as its principal forms of financing and development of existing assets and the creation of additional affordable housing. The HACFM may from time to time use proprietary funds for credit enhancements, development loans or other purposes in order to provide affordable housing in Fort Myers. Major roles of the selected developer will be to identify adequate development funds from these and other sources and to provide guarantees.

PART II – SCOPE OF SERVICES

2.1 Summary of Services

HACFM encourages the CNI Master Developer to propose creative forms of partnerships that benefit the development team, HACFM and the City of Fort Myers. During the transformation planning effort, the selected CNI Master Developer will guide the development of the Housing, Neighborhood and People program and design; and prepare development and operating pro formas for the Housing and Neighborhood components.

This RFQ is intended to procure a CNI Master Developer for Transformation of Southward Village with the Choice Neighborhoods Initiative Program. Respondents are encouraged to present to the HACFM a complete team, including the trades required for the success of the CNI Development.

For implementation services, a Master Development Agreement (the “Agreement”) will be negotiated that delineates the roles and responsibilities of HACFM as Co-Developer and the CNI Master Developer as well as the fee structure. Once implementation financing is secured, the Master Developer will be responsible for all development/project costs.

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

The selected Respondent will develop a comprehensive Master Plan and budget and submit same to the HACFM for review and approval.

2.2 Program Requirements

Respondents to this RFQ are strongly encouraged to examine the most recent Choice Neighborhood Implementation grant NOFAs and proposed program parameters outlined on the HUD.gov website. Respondents should reply with proposals that are responsive to HUD/HACFM priorities, the market, and the environment, and that provide for the successful redevelopment of the Southward Village public housing. The Transformation Plan to be developed in consultation with the procured CNI Master Developer shall be consistent with the following minimum program requirements:

A. One-for-one replacement. Demolish the existing units of public housing and replace one-for-one with deeply subsidized units (i.e., residents pay no more than 30% of income for rent) on and off the original site in the Dunbar neighborhood.

B. Mixed-income developments. Create new units to reflect a new, economically viable mixed-income community that includes residential and, if feasible, non-residential uses. To the extent possible, the new community should include a mixture of deeply subsidized, affordable and market rate rental and homeownership units as determined to be viable and advantageous to the overall development effort. The different affordability types should be mixed across all building types and located throughout all sites. Community facilities and commercial development components of the Transformation Plan will be determined during the planning process and in consultation with the Developer.

C. High quality design. Create a sustainable new community of high-quality design that meets or exceeds industry standards and incorporates state-of-the-art energy conservation and Green Building techniques in a LEED-certifiable project. For CNI, HUD is requiring LEED.

D. Leverage resources. Pursue funding sources appropriate for the revitalization program and HACFM owned land, maximizing the efficiency and effectiveness of public resources. Work collaboratively with HACFM, state and federal agencies to identify a variety of resources to support housing and non-residential components of the Transformation Plan, including the acquisition of additional real property as needed. These resources may include but not be limited to CNI Implementation funding, tax credits, bond financing, CDBG/HOME funds, private mortgages, project-based vouchers, and energy rebates from local utilities.

E. Neighborhood integration. Create a diverse Dunbar community that is connected to the downtown and the surrounding neighborhoods, strengthens the economic vitality of the area, and supports the functions of daily life including education, recreation, retail, and community facilities.

F. Public engagement. Actively engage the participation of the Dunbar neighborhood, Southward Village residents, public agencies and institutions, community-based organizations, and businesses in the planning and implementation efforts.

G. Support development of Human Capital. Develop a human services delivery system to help meet the needs of the residents of the new community and the surrounding neighborhood, including training and employment opportunities as well as community and supportive service programs for public housing residents. HACFM will assist with the human services delivery system, but the CNI Master Developer is expected to maximize job opportunities through a robust Section 3 program and to incorporate the supportive services programs into the long-term operations of the new community, together with securing any necessary funding commitments for such services.

2.3 Role of HACFM as Co-Developer

HACFM will play the following roles in the planning and redevelopment effort:

HUD Contact - HACFM will manage and take responsibility for all communication with HUD; the preparation and submission of program documents and evidentiaries; and will obtain all HUD approvals including but not limited to demolition/disposition approval and mixed-finance approval. However, to the extent any such documents or evidentiaries are within the knowledge or responsibility of the CNI Master Developer to prepare or assist in preparing such documents and evidentiaries as HACFM may direct.

Provider of HUD Grant Funding - HACFM is prepared to apply for a HUD programs such as the Choice Neighborhood Planning or Choice Neighborhood Implementation grants and will make these funds available to the Master Developer in an amount to be negotiated based upon the developer's ability to demonstrate such need and in accordance with HUD's Cost Containment and Safe Harbor Guidelines. The Master Developer will be required to achieve the maximum leverage of public resources, including land, by securing private, other federal and State funding, and to secure all funding for non-public housing units.

Provider of Other Federal/Local Resources - To the extent feasible, HACFM is prepared to loan federal or other local resources targeted for affordable housing for the construction and permanent financing for the affordable housing projects that are a result of the Transformation Plan.

Provider of Operating Subsidies – HACFM will make financial contributions toward the cost of operating the revitalized development in the form of federal operating subsidies for the public housing units. HACFM will not

provide to the Master Developer any amount larger than what it receives from HUD less an amount it will retain for its monitoring and asset management functions. The provision of the operating subsidies will be contained in a Regulatory and Operating Agreement, the terms of which will be negotiated between HACFM and the selected Master Developer and approved by HUD. Use of public housing funds for development and operations comes with federal restrictions. The Master Developer is responsible for knowing the restrictions that apply and understanding how they may affect the development. HACFM may also provide Section 8 Project-Based Vouchers to the owner of any development as replacement housing.

Real Estate Structure – It is HACFM’ intent to enter into a financial and real-estate structure with the Master development that maximizes financial benefit to the HACFM. The Master Developer shall develop the public housing units in a manner which will qualify them for a Payment in Lieu of Taxes ("PILOT") and any related Cooperation Agreements with the City of Fort Myers as authorized by law if HACFM determines it will be in the best interest of the development.

Relocation – Master Developer working with HACFM will be responsible for relocating all existing residents from the site in a time frame to be determined. The Master Developer may be requested to phase the redevelopment effort to create new housing that Southward Village residents can relocate to in one move, avoiding the need to move out of the Southward Village neighborhood.

Admissions – All existing Southward Village residents will have the right to return to any replacement unit if they are lease compliant per HACFM’ lease and criteria in HACFM’ Admissions and Continued Occupancy Policy (ACOP). No additional screening criteria will be imposed. Once the replacement units have been offered to former Southward Village residents, any remaining units and those at turnover must be offered to applicants on HACFM’s waiting list.

Asset Manager – HACFM will continue to have asset management responsibilities related to the public housing units as well as all other units in which HACFM or its affiliate has an ownership interest. HACFM will monitor and enforce the terms of its Lease(s) and Operating Agreement(s) with the Master Developer and require that all units be managed in accordance with applicable local, state and federal requirements.

2.4 Role of Master Developer

Throughout the continued planning and implementation of the Transformation Plan, the Master Developer will work closely with HACFM, the residents, HACFM consultants, and the Steering Committee and Task Forces. The Master Developer will be responsible for ensuring that the final Transformation Plan is financially feasible and implementable. The final Transformation Plan must create the blueprint for a successful, stable, diverse, safe, attractive and sustainable mixed-income, mixed use community. In general, the goal is to ensure that all units are produced in a manner that renders the public housing units indistinguishable from those targeted to other income groups, and the developments are integrated into the fabric of the existing neighborhood.

Master Developer General

- Lead on the Transformation Plan – HACFM, working with the Southward Village residents and the broader Fort Myers community, will be responsible for developing the Transformation Plan with the CNI Master Developer. CNI Master Developer and its consultants will take the lead on the preparation of any HUD grant applications for redevelopment funding with support as necessary HACFM.
- Oversee and Implement the Housing Components of the Transformation Plan - Provide the necessary Staffing, expertise, supervision and guarantees to implement all aspects of the redevelopment fully and expeditiously as required by the Master Development Agreement. Design and construction of all

infrastructure and site improvements. Where appropriate, the Developer may also be requested to implement Neighborhood improvements included in the Transformation Plan.

- Ownership Structure - Work with the HACFM and its legal team to create an ownership structure for the development which may include an affiliate of the HACFM as a general partner or managing member.
- Formation of Owner Entity - The Master Developer will cause the formation of a separate owner entity to manage the Development. HACFM or an affiliate of HACFM will be a general partner or non-managing member of such owner entity. HACFM or its affiliate will have the option to replace the Master Developer or its affiliate as the managing general partner or managing member following project stabilization. HACFM or an affiliate of HACFM will also have the option, but not the requirement, to become the management agent for the Development at any time following project stabilization. Such rights shall be set forth in the Partnership Agreement or Operating Agreement of each owner entity.
- First Right of Refusal - Additionally, the HACFM or its affiliate shall have an option and right of first refusal to acquire the Development in the event a bona fide offer to purchase the Development is received by the owner entity or at any time after the expiration of the LIHTC compliance period. Such right and option shall be for a purchase price equal to the minimum required pursuant to Section 42 of the Internal Revenue Code.
- Develop and Maintain a Detailed Development Schedule and Critical Path Schedule - Develop and maintain a detailed schedule of events, predicated on financing deadlines, that includes pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
- Hire and Manage Consultants and Contractors Necessary to Implement the Project – Working with HACFM, procure consultants and/or contractors and coordinate all tasks necessary to implement the Transformation Plan. At a minimum the Master Developer's team will include consultants appropriate to cover the architectural, environmental review, market analysis, geo-technical studies, civil, mechanical, and electrical engineering, and any other activities deemed necessary by the Master Developer. Respondents are strongly encouraged to demonstrate participation on their team of expertise in areas of relevance to the locale's development process, including LIHTC financing and construction matters, and experience with Florida Housing Finance Corporation.
- Maintain Communication with HACFM, HUD and the Residents – HACFM will establish a regular schedule of monthly team meetings, in which the Master Developer will participate. Moreover, the Master Developer will be responsible for submitting monthly progress reports on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc. The related format and media form of such reports will be defined in the Master Development Agreement.
- Develop and Maintain Quality Control Measures - The Master Developer is responsible for ensuring the Project is constructed and managed with the highest quality materials and workmanship. The Master Developer will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- Foster Resident Involvement in Project Implementation- Facilitate and foster the involvement of public housing residents in the implementation of the Transformation Plan. In cooperation with HACFM, keep residents informed of the status of the revitalization effort, plan for providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.
- Responsiveness to Local Community, Neighborhood, and City Interests - Promote and maintain good relations with community and neighborhood groups, and federal, state and local governments.

- Community Facilities - The Master Developer may be tasked with the construction of any community facilities that are included in the development program.
- Minority and Women's Business Enterprise (M/WBE) – The Master Developer shall develop a strategy to coordination with the HACFM to meet the requirements of the Minority and Women's Business Enterprise requirements under the U.S. Department of Housing and Urban Development. Depending on the type of project and funding source, the specific federal requirements are found at 24 CFR 85.36 or at 24 CFR 84.44(b) Section 3 and Section 3 requirements set forth on Exhibit A to this RFQ are satisfied.
- Compliance with Laws - Comply with all applicable federal, state and local laws, rules and regulations applying to the activities required by the Agreement.
- Lien on Low Income Housing Tax Credits (LIHTC) - The Co-Developer shall guarantee to HACFM the lien free completion of construction of the Development in compliance with the Development Schedule and the Development Budget. The Co-Developer, and not HACFM or any HACFM affiliate, shall be responsible to the LIHTC investor for all construction cost overruns, timely completion of construction or the recapture of any LIHTCs.
- LIHTC Guarantees - The Co-Developer shall provide all guarantees required by the LIHTC investor and any lender.
- LIHTC Equity Adjustments - The CNI Master Developer shall be responsible for any adjustment to the equity provided by the LIHTC investor arising out of an adjustment in basis, or timing or delivery of units.
- Section 3 - The Master Developer shall develop a strategy in coordination with HACFM for fostering Section 3 employment, training and contracting opportunities throughout the redevelopment process that are consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). HACFM is committed to ensure that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000 for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 qualified persons. The Section 3 employment goal is 30% of all new hires. Further, all contractors and any tier subcontractors that are awarded a contract, in excess of \$100,000 for work generated through the expenditure of HUD funding shall take necessary and reasonable steps to provide business opportunities to Section 3 qualified business concerns. The Section 3 contracting goal is 10-percent of contract and subcontract value. The selected Master Developer shall have a viable program in place to assure the goals are met or exceeded. A monthly report to HACFM is required by the Master Developer to accurately demonstrate the level of effort and compliance.
- Debarment - The Master Developer must provide evidence that any subcontractor is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

Master Developer Pre-Development:

- Interpret the Market Analysis Addressing the Residential and Non-Residential Components Prepared by Zimmerman and Volt. - Working with HACFM, finalize the overall development program, interpret the market analysis that will, based on area economics, assist in determining the proper mix of rental vs. homeownership units and subsidized vs. market rate units consistent with the stated 1:1 replacement requirement; assist in determining the proper mix of any non-residential uses including community, recreational and commercial; and confirm that proposed rents (both residential and commercial) and unit sales are supportable in the local market.
- Design Development Process – During the schematic design and design development phases, meet regularly with HACFM, the residents and the neighboring community to review all aspects of the design.

Activities include but are not limited to securing permits and approvals, entitlements, survey, and engineering, etc.

- Develop a Homeownership Plan (if part of the Transformation Plan) - In cooperation with HACFM and HACFM, and per HUD requirements, prepare a detailed plan for any subsidized and nonsubsidized homeownership opportunities proposed for public and non-public housing residents.
- Develop a Multifamily Plan – In cooperation with the HACFM and per HUD requirements, prepare a detailed plan for subsidized rental opportunities which will require an affordable housing market analysis of the proposed affordable multifamily site(s).
- Obtain Environmental Clearances - In collaboration with HACFM procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies. Work with an architect on undertaking and conducting environmental and geotechnical testing and an analysis of the condition of existing utilities at the site.
- Demolition and Remediation – The Master Developer will assume primary responsibility for the demolition and remediation of the existing public housing units.
- Plans and Specifications: - The Master Developer will be responsible for all necessary permits and zoning approvals in the preparation of the infrastructure and building plans which will be subject to HACFM, and City review.

Financing

- Produce an Overall Financing Plan - Produce an attainable financing plan for the overall revitalization effort. The overall financing plan will be developed in conjunction with the Transformation Plan and market analysis. The financing plan must demonstrate a sensitivity and approach in using public funds and resources in the most efficient manner, maximizing leveraging of any government funds to the greatest extent possible. Obtain financing, through the use of Low-Income Housing Tax Credits ("LIHTC"), HOME Funds, Community Development Block Grant Funds, State Housing Initiatives Partnership ("SHIP") program funds, State Apartment Incentive Loan ("SAIL") program funds, and other public or private funding sources, to develop the property.
- Operating and Finance Guarantees - The Master Developer will provide all required operating and financing guarantees to the HACFM and other lending institutions.
- Prepare the Mixed-Finance Proposal/HUD Rental Term Sheet – Provide required information for the preparation of any Mixed-Finance Proposals. HACFM shall submit the Mixed-Finance Proposal to HUD for review and shall prepare the evidentiary documents for which it is responsible and shall make all evidentiary submissions to HUD (as described in the Role of HACFM).
- Financing Application(s) - In accordance with the Agreement, the Master Developer will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the Transformation Plan in a timely fashion, which may include, but not be limited to, tax credits, tax exempt bonds, state and local funds and private debt.
- Maximize the Leverage of Public and Private Resources - Maximize the leverage of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by HACFM.

- Obtain Equity Investment - Using an approved competitive process, obtain equity financing commitment on the best terms currently available.
- Guarantees - Provide all guarantees required for the successful financing of the Project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement. The Master Developer will be required to demonstrate financial ability to honor the guarantees and indicate how they intend to honor the guarantees if necessary.
- Fees – Identify all fees and/or compensation provided to the Master Developer and any of its related entities for each development with replacement units.
- Operating Feasibility - Structure reserves and other devices as will reasonably guarantee the long-term operating feasibility of the replacement units, utilizing no more subsidy than is made available or committed by HACFM
- Accounting/Financing - Maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.
- Facilitate Necessary Site Improvements - Pursuant to the MDA, the Master Developer shall initiate and complete abatement and demolition, site work, and infrastructure construction.
- Implement Development Program - In accordance with the MDA and the final Transformation Plan approved by HUD, the Master Developer will develop all improvements associated with the development program, including multi-family and single-family units, community facilities and any commercial space.
- Hire Qualified General Contractors and Oversee Construction Activities - As to be provided for in the Master Development Agreement (MDA), the Master Developer will create and implement a process for selecting the most qualified local General Contractor (if the local General Contractor is not identified as member of the Development Team at the time the Proposal is submitted to HACFM). During construction, the Master Developer shall provide oversight, and management as deemed necessary, of construction activities by coordinating with all development team members and attending jobsite meetings to ensure the expeditious implementation of construction activities.

PART III – SUBMISSION REQUIREMENTS

3.1 Outline of Submission Requirements

Listed below are the sections that must be included in the written proposal. Each section must be clearly labeled using the bold-faced titles listed below and shall be assembled in the order described herein. The required submission must be bound, and each section tabbed.

Respondent should indicate its requirements regarding advance funding, compensation, and similar issues. Respondent must provide a demonstration of the Respondent's financial stability and ability to provide adequate assurances for completion of the development.

As a Co-Developer, the HACFM expects to receive a share of all fees including development fee, property management fees, asset management fees, incentive management fees and cash flow. HACFM expects at least a 35% share of developer fee, 25% of the property management fee, or operating line item cost for administration, 50% of all other earnable fees (e.g. asset management, incentive management, construction cost savings, etc.) and 50% of cash flow until such time that the respondent exits the partnership. It is expected that the Co-Developer will exit the partnership after stabilization and upon approval of the Limited Partner.

Respondents must compile responses using the following outline:

1. Letter of Interest
2. Team Description
3. Profile of the Master Developer & Development Team Members
4. Technical Response
 - a. Vision & Feasibility Analysis for the Site and Neighborhood
 - b. Financing Approach
 - c. Business Terms
5. Community Participation Approach
6. MBE/WBE/Section 3 Participation Plan
7. Required forms and Certifications

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

3.2 Description of Submission Requirements

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

- a. **Eligibility to Bid and Contract:** Any Respondent who has been disbarred from bidding on projects by any federal, state, or local government agency, must fully disclose to the HACFM the details of such disbarment. Further, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- b. **Letter of Interest:** Respondent's submittals shall be accompanied by a Letter of Interest on the Respondent's letterhead. The letter must list the development team members and identify the primary contact person. Please include phone number, facsimile number and e-mail address. This letter should include the Respondent's statement of understanding for the scope of work outlined in this RFQ, the commitment to perform the work expeditiously, a brief statement indicating why the Respondent believes itself to be best qualified to perform the engagement. The letter must be signed by an authorized principal of the Master Developer's firm and include a statement that the response is firm and irrevocable for ninety (90) days.
- c. **Team Description (Organizational Structure and Key Staffing):** Provide a detailed description of the organizational structure and staffing of the Respondent. List the members of the Respondent's team; indicate their areas of specialization and specific contribution to the team. Provide a brief description of previous collaboration among the members of the Respondent's team. Additionally, for each discipline represented on the Respondent's team, indicate if familiarity with state or local rules, practices or conditions is important to the effective accomplishment of the development and, if so, indicate the extent of and basis for the team's familiarity. Firms that will be using subcontractors to meet qualifications must be specific as to whom has the experience on behalf of the team.
- 1) Contact person, title, telephone/facsimile numbers, and e-mail address.
 - 2) Name of Master Developer, main address, telephone/facsimile numbers, and e-mail address.
 - 3) Address, phone, and facsimile numbers of office from which services will be provided, if different from above.
 - 4) Description of the firm size, number of employees, and a description of type, location, scheduled completion, and dollar value of the projects in the pipeline.
 - 5) Proposed role of Master Developer within development team.
 - 6) Identify the individual who will serve as project manager for the development team and who will direct and coordinate the development effort through completion. Describe the project manager's prior experience with projects of similar scope and size, with emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process.
 - 7) Provide an organization chart of the development team. All entities that comprise the team must be identified including consultants, contractors, and attorneys, indicating their specialization(s), specific contribution to the team, and whether they are an M/WBE/Section 3 business. Please provide information on the development team's prior experience working together.
 - 8) Provide examples of the team's prior experience in the planning and construction of affordable mixed income, mixed-finance and mixed-use housing development projects of comparable size and complexity in urban areas within the past five (5) years. Also discuss the team's experience in obtaining, structuring, and implementing layered financing for such projects, including Public Housing, Housing Choice Vouchers, other HUD funding (HOME, CDBG, etc.) and FHFC and County funds including 4% and 9% LIHTC and bonds;
 - 9) Provide examples of the team's experience with public housing requirements, including the rule and requirements applicable to mixed-finance development using public housing capital funds, and public housing operations.

- 10) Provide a narrative description of the team's previous experience in development of neighborhoods integrating community and supportive services into the overall development and maintenance of similar projects.
- 11) Indicate whether the team has experience working with local Fort Myers City and Lee County government authorities which regulate the permits and utilities necessary for the Revitalization. Additionally, for each discipline represented on the Respondent's team, indicate if familiarity with state or local rules, practices or conditions is important to the effective accomplishment of the development and, if so, indicate the extent of and basis for the team's familiarity;
- 12) Provide a narrative description of the team's previous experience in successfully utilizing M/WBE/Section 3 businesses and achieving goals for utilization.
- 13) Termination: Indicate whether the Master Developer or any team member has ever been terminated from a contract, and if so, describe the circumstances and outcome; and
- 14) Litigation: Indicate whether the Master Developer or any team member has ever sued or been sued by a Housing Authority, and if so, describe the circumstances and the outcome.
- 15) Provide the most current audited financial statements under separate cover marked "confidential".

d. **Profile of the Master Developer (Profile of Principals and 3rd Party Firms)**: Provide an overview of the Master Developer's experience in the planning, construction and management of projects similar to what is proposed. Include the following information for the last five (5) years. Projects must be listed in chronological order:

- 1) List all affordable and mixed-income rental housing projects (preferably involving HUD mixed financed or HOPE VI and/or CNI developments) highlighting any that incorporated mixed-uses that were successfully completed within the past 5 years, identifying the states where the projects are located, sources of financing including the size of the tax credit allocations and tax-exempt bond allocations received, the name of the investor(s) and dollar amount the investor(s) paid for the tax credits (expressed in cents per tax credit dollar). Specify the number of units, unit size, and income levels served (very low, low, moderate, market-rate or mixed and senior) and cost of each project. Additionally, identify any other noteworthy features of these projects, including retail, commercial, office and community spaces, and childcare facilities developed to name a few. Provide evidence of timely development demonstrating that projects were on schedule and within budget.
- 2) Provide evidence of competence with meeting requirements of LIHTC program and whether Master Developer, any affiliated entity or related property manager has ever been cited with any program violations by any state housing finance agency.
- 3) Indicate the projects which employed alternative "Green Building" construction techniques, such as deconstruction, prefabricated buildings, etc. Indicate projects employing sustainable development techniques and all LEED-certified development projects;
- 4) Demonstrate experience with property management of mixed-income, mixed-finance, and mixed-use rental developments of similar size, either directly or through supervision of property management provided by a third party. Include information about income groups served, current occupancy levels, operating deficit history, and ability to provide funding for community and supportive services programs;

- 5) Provide examples of previous projects evidencing the Master Developer's experience with successful new construction of multi-family residences in an urban setting, including any such projects that are mixed-income;
- 6) Understanding Local Requirements: Demonstrate that the Respondent possesses an understanding of local (County and City) requirements and procedures that will enable the effort to be efficiently completed;
- 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. Identify the individual who will serve as the project manager and who will direct and coordinate the Project to completion.
- 8) For team members not directly employed by the Master Developer, provide a narrative overview of their experience within their respective disciplines on the planning, development, and operation of mixed-income, mixed-finance, and mixed-use developments of comparable size and complexity in urban areas; and
- 9) Complete/ Fill-out Exhibit B – Profile of Firm form for each Prime Firm and Subcontracting Firm that the respondent is providing in its response to receive experience and scoring consideration.

3.3 Technical Response to Proposed Transformation Plan:

Respondents must provide a preliminary conceptual vision for how they would approach the revitalization of the Southward Village site, as well as any additional properties which the developer might seek to incorporate into the Transformation Plan (via current ownership, private acquisition and/or co-development agreements). A specific plan is not required. The Master Developer's vision for and approach to creating holistic and sustainable communities is what is being sought.

a) Feasibility Analysis for the Site and Neighborhood

The response must include the Master Developer's initial feasibility analysis for housing on potential sites in the neighborhood. The analysis can be in narrative form; specific site designs or renderings are not required at this time but may be submitted for illustrative purposes. The narrative must provide the Development Team's initial reaction to the Southward Village site, HACFM's stated objectives, market conditions, and the current activities in the surrounding community. The narrative should address how the Development Team will accomplish the overall goals and objectives of the Plan, the proposed income mix for the rental units, any homeownership units, community space, and/or commercial space, and any green aspects to the plan.

b) Financing Approach

HACFM expects at least a 30% share of developer fee, 25% of the property management fee, or operating line item cost for administration, 50% of all other earnable fees (e.g. asset management, incentive management, construction cost savings, etc.) and 50% of cash flow until such time that the respondent exits the partnership.

Costs Structure:

Describe how the Master Developer will pursue financing for the redevelopment effort and leverage HACFM' resources (including land and HUD grant funds). Identify the various funding sources that are appropriate for creating mixed-income developments and the developer's capacity to obtain LIHTC and other financing commitments in Florida.

c) **Business Terms**

(Role of HACFM) In consideration of its contribution of resources, including potential funding and land, HACFM anticipates a return on its investment. The form of this return can include a share of developer fees and cash flow, rent on the land ground leased from HACFM, or by other mechanisms proposed by the Master Developer and acceptable to HACFM. The Master Developer should propose a specific role for HACFM in the ownership structure, as appropriate (e.g. special limited partner, co-developer, lender, ground lessor, etc.) that allows it to receive an investment return and does not negatively impact the underlying project economics.

HACFM is interested in playing a role in property management and the Master Developer respondent must provide a description regarding how HACFM can participate in and/or develop experience managing mixed-income communities. HACFM understands that any role it plays in development and/or property management is subject to the approval of equity investors and lenders.

- d) **(Fees and Cost Limitations)** HUD's Cost Control and Safe Harbor Guidelines will be the basis for negotiating business terms. These guidelines set limits for developer, contractor and property management fees, govern the use of, contribution to, and pay out of reserves and developer fees, control HACFM contribution to funding predevelopment activities, and determine how much public housing funding can be provided to fund a development. Funds will be provided for the development of the public housing units in accordance with regulatory and policy restrictions. The Master Developer must state its position and reasoning for each of the following development cost areas:

1. Expected amount and method of compensation for participation in planning activities related to development of the Transformation Plan and for providing design services that result in a final program and financing plan.
2. Expected amount and method of compensation for predevelopment activities related to implementation of the Transformation Plan.
3. Proposed development fee stated as a percentage of total development costs as defined by HUD.
4. Proposed limitations on guarantees or unique approaches to reserves, cash flow, etc.
5. Compensation and return on investment to be paid to HACFM, including a share of development fees, ground lease payments, property management fees, incentive fees, interest earnings on loans and residual cash flow.
6. Any additional fees and/or compensation to developer and any of its related entities.

- e) **(Development guaranty)** For every development phase, the Master Developer shall provide an unlimited guaranty of completion and performance from a financially responsible entity satisfactory to HACFM to ensure that the development is completed. The guaranty shall cover development costs in excess of contingencies agreed to by HACFM. Further details of the guaranty will be negotiated and included in the Master Development Agreement.

- f) **(Right of first refusal and/or purchase option)** HACFM will be provided a right of first refusal and purchase option using the minimum purchase price permitted under federal tax law to secure the right to purchase public housing units and/or the mixed-income rental developments in which they are a part upon expiration of mortgages, refinancing, or notification of interest/readiness to sell housing developments.

1. Community Participation

Describe how the team will involve the Southward Village community in the implementation of the redevelopment activities. The response must include a discussion of the approach and methods your team will utilize to assure meaningful participation by the residents of the property, community stakeholders and local government entities in the planning and implementation of the Housing Component of the Transformation Plan.

2. M/WBE/Section 3 Participation Plan

Identify which members of the development team are M/WBE/Section-3 businesses. Describe prior development experience utilizing M/WBE and Section-3 businesses in sufficient detail to reveal the team's track record and allow an assessment of the level and quality of effort. The response must include a discussion of the approach and methods your team will utilize to assure significant employment of residents of HACFM and other individuals eligible as Section 3 participants.

Approach to Utilization of Disadvantaged ("DBE"), Minority ("MBE") and Women ("WBE") Business Enterprises: Describe Respondent's approach and process to promote DBE, MBE, WBE, and Section 3 business participation in the development effort. Respondent must show proof of a good faith effort to obtain 35% minority participation in the development effort. The Respondent must comply with the requirements set forth on Exhibit A. The requirements set forth on Exhibit A must be addressed with the Respondent's responses to this RFQ.

g) Required Certifications and Information

The following documents, which are contained in the Appendix, must be included in the proposal and must be properly executed and/or notarized:

- a. Attachment A – Check List
- b. Exhibit A
- c. Exhibit B
- d. HUD 5369-B, Instructions to Offerors Non-Construction
- e. HUD 5369-C, Certifications and Representations of Offerors Non-Construction
- f. HUD-5370-C, General Conditions for Non-Construction Contracts (either Section I or both Sections I and II)
- g. 50070 Certification for a Drug Free Workplace
- h. Disclosure of Lobbying Activities
- i. 5369-A Non-Collusion Affidavit
- j. Public Entity Crime Form
- k. Section 3 Documents/Section 3 Certification

Capacity: Respondent shall certify that the Respondent and all team members are available to start immediately. The Respondent should describe any existing time commitments of the proposed team members or their proposed staff which would impair the Respondent ability to proceed expeditiously.

Financial Statement: Provide current financial statements of the Respondent prepared by a Certified Public Accountant.

h) Business References

At minimum all respondents must provide the name, mailing address, and telephone number of two community partner references, two housing authority references (if the Respondent has housing authority experience), two tax credit investor references, and one Housing Finance Agency reference. References must verify Respondent's representations. The HACFM reserves the right to check other references as well.

References - Affordable Housing Experience

Provide information on residential rental development projects in which the Respondent has participated. Focus on the five most recently completed developments, particularly Florida affordable partnerships with public housing authorities for which the Respondent was procured. Information should list the project name, location, project size, project completion date or current status, funding sources and amounts, ownership type, public programs utilized, income levels served (very low, moderate, market rate, or mixed), type of development (high, mid or low-rise, walk-ups, townhouses, etc.), extent of community and/or resident participation, and total development cost. In addition, complete the attached Exhibit B for four projects most comparable to this RFQ.

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

In addition, complete the attached Exhibit B for four projects most comparable to this RFQ.

References - Finance Experience

Describe new and innovative financing techniques for raising capital that the Respondent has employed. Describe Respondent's approach to managing the financial risk associated with affordable housing development. Demonstrate that the Respondent possesses an understanding of state and local requirements and procedures that will enable necessary equity to be raised and the effort to be efficiently completed.

Describe the financing strategy of the Respondent and the proposed methods that will be utilized to identify and obtain the maximum financial funding needed to complete the development effort while minimizing the amount of HACFM funds required to successfully complete the project. Describe what funds the Respondent will commit, what other private and public funds will likely be necessary, and from what sources and when these funds will likely be available. Respondent shall provide their approach to the division of work and responsibility between them and the HACFM, as well as their requirements with regard to advance funding, compensation and similar issues. The HACFM is interested in a financial structure that allows it to participate in the financial benefits of the development.

References - Green Building Experience

Provide information on all green building development projects in which the Respondent has participated. An important goal of the HACFM is to develop an environmentally responsible development on the site(s) that can serve as a model for residential construction in Fort Myers and the State of Florida. It is the intent of the HACFM to implement financially feasible, technologically sound strategies to conserve energy and to surpass current norms for water conservation, waste management/recycling and the quality of the indoor environment. The HACFM will require that such strategies be fully explored in the development of the site(s).

PART IV – PROCUREMENT PROCESS

4.1 Proposal Evaluation/Contract Award:

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

All submissions will be evaluated by an Evaluation Committee comprised of consultants and staff. Written submissions containing the requested information will serve as the initial basis for the evaluation of responses. Each written proposal has a possible score of one hundred (100) points as set forth in Section 4.

A short list of finalists will be established based upon the written submissions. Interviews may or may not be conducted with the finalists. The interviews of the finalists will be used to further evaluate the respondents and ultimately identify the top-rated Respondent utilizing the same point system as described in Section 4. The finalists may be required to present their qualifications to the HACFM Board of Commissioners (the "**HACFM Board**").

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

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

HACFM reserves the right to reject any and/or all proposals.

The HACFM further reserves the right to negotiate with the Respondent selected and to accept the proposal which is in the best interest of the HACFM as determined by HACFM.

If after selection of a co-developer a Master Development Agreement cannot be reached, HACFM reserves the right to move on to negotiations with the next highest rated bidder and so on.

4.2 Evaluation Criteria (Proposal Preparation and Submission Outline)

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

Item #	Description	Maximum Points
4.2.1	Evidence of the Respondent's ability to perform the work as indicated by profiles of the principles and staff and team members including development team subcontractors and explanation of their professional, technical competence and relevant experience with projects of similar size and scope. CNI Development experience required. Please identify which team members will be assigned to this project.	30 points
4.2.2	Qualification of key personnel, location of staff, and resumes, including the firm's capacity as it relates to size and available resources to complete the development.	20 points
4.2.3	Firm's approach and ability to meet the HACFM's deadlines.	10 points
4.2.4	Explanation of cost to the HACFM, if any, together with a demonstration of the Respondent's financial stability and ability to provide adequate assurances for completion of the development. Include predevelopment and development costs structure.	15 points
4.2.5	References	10 points
4.2.6	Provide evidence of demonstrated knowledge and familiarity of applicable governmental regulations and codes as required by the U.S. Department of Housing and Urban Development, State of Florida, County of Lee, City of Fort Myers and any other agencies having authority.	10 points
4.2.7	Status of Respondent as a DBE, MBE, WBE, Section 3 Business concern or Statement of Respondent's Section 3 Plan.	5 points

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

PART V – CONTRACTING REQUIREMENTS

5.1 Compliance with Laws and HUD Regulations

The selected Respondent shall comply with all local, state and federal laws and regulations in performance of services pursuant to this solicitation, including but not limited to:

- a. Uniform Administration Requirements contained in 24 CFR 85.1 et seq., as amended**
- b. Executive Order 11246** of September 24, 1965 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR 60) (all construction contracts in excess of \$10,000)
- c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-330) as supplemented by department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000, and in excess of \$2,500 for other contracts that involve the employment of mechanics and laborers)
- d. All applicable standards, orders and requirements issued under Section 306 of the Clear Air Act** (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants in excess of \$100,00)
- e. Copeland “Anti-Kickback” Act** (18 U.S.C. 8754) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repairs)
- f. The Americans with Disability Act of 1990 (H.R. 2273, 8.933);** Sections 501 and 504 of the Rehabilitation Act of 1973, as amended; the Architectural Barriers’ implementing regulations (24 CFR 40). (All construction contracts)
- g. All applicable standards, orders and/or requirements established by and/or pursuant to:**
 - i. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act of 1976 (42 U.S.C. 6901, et seq.), and any amendments thereto.
 - ii. The Toxic Substance Control Act (15 U.S.C. 2601, et seq.), and any amendments thereto.
 - iii. Occupational Safety and Health Administration regulations, and any amendments thereto.
 - iv. The Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601, et seq.), and any amendments thereto.
 - v. The National Environmental Policy Act (42 U.S.C. 4321 et seq.) and implementing regulations (24 CFR Parts 50 and 58), and any amendments thereto.
 - vi. The Florida Environmental Protection Agency regulations, and any amendments thereto.
 - vii. The Florida Department of Labor regulations, and amendments thereto; and
 - viii. Executive Order 11738 and the U.S. Environmental Protection Agency’s implementing regulations (40 CFR Part 15), and any amendments thereto.
- h. HUD’s Section 3 regulations** as found in the Code of Federal Regulations, at 24 CFR Part 135 - Code of Federal Regulations site.

5.2 Liability and Insurance Requirements

The selected Respondent will be required to maintain General Liability, Worker's Compensation, Automobile Liability, Professional Liability, and other form of insurance, with firms authorized to do business in the State of Florida, during the duration of performance of activities pursuant to this RFQ. The Master Developer will also be required to indemnify HACFM against claims and obligations due to actions and activities of the Master Developer and not arising from negligence or misconduct of HACFM and its employees. Terms of required insurance and indemnification will be included in the MDA.

- a. The Respondent for this project must have the following minimum insurance coverage or include plan to acquire such coverage prior to execution of a contract. Please note that any additional premiums required for this coverage will be at the expense of the Respondent in submitting an RFQ proposal to the HACFM.
- b. Professional liability insurance in the amount of \$1,000,000 per occurrence for the Respondent and any other professionals used by the Respondent, with respect to negligent acts, errors or omissions in connection with professional services to be provided in connection with the development project. The HACFM must be added as an "additional insured".
- c. Workers' compensation insurance and employer's liability insurance in the maximum statutory liability amount, naming the HACFM and its affiliate nonprofit as additional insured.
- d. Business automobile liability insurance.

5.3 Conflict of Interest

By responding to this RFQ with a submission, the Respondent warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is understood as a situation in which the nature of the work under this solicitation and the organizational, contractual and financial interest of the respondent are such that:

- a. The respondent may have an unfair advantage; or
- b. The respondent's objectivity in performing work pursuant to this RFQ may be compromised.

Respondents should note that a conflict of interest arises if an employee, officer or agent of HACFM a member of his/her immediate family, his/her partner, or an organization that employs or is about to employ any of the above (the employee/officer/agent, his or her immediate family or partner) has financial or other interest in the respondent.

5.4 Acknowledgement of Amendments

The Respondent shall acknowledge in its response to this Request for Qualifications, receipt of any amendment(s). The Respondent's failure to acknowledge an amendment may result in rejection of the response.

5.5 Complete and Accurate Submission

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

Qualifications may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the Respondent, in writing, and is received by the Housing Authority of the City of Fort Myers; Laurie Victory, Procurement Specialist, prior to the date and time designated in the RFQ for final receipt of submissions. After such date and time, the Respondent may not change any provision of its proposal in a manner prejudicial to the interest of the HACFM and/or fair competition. Respondents are solely responsible for ensuring timely delivery by courier services; The HACFM will not accept any responses to this solicitation, after the final deadline, due to Respondent's misunderstanding of courier service hours and delivery times.

5.6 Retention

All submissions are the property of the HACFM and shall be retained by the HACFM. Responses will not be returned.

5.7 Cancellation/Waiver

The HACFM reserves the right to cancel this RFQ or to reject, in whole or in part, any and all submissions received in response to this RFQ upon its determination that such cancellation or rejection is in the best interest of the HACFM. The HACFM further reserves the right to waive any minor informality in any submissions received, if it is in the public interest to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFQ, shall be at the absolute sole discretion of the HACFM. In addition, multiple awards may be made.

5.8 Key Personnel

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

5.9 Part of Contract

The contents of the documents submitted by the successful Respondent may become part of any contract award at the sole discretion of the HACFM.

PART VI – HACFM RESPONSE & OPTIONS

6.1 No Compensation for Response

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

6.2 Initial Review

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

6.3 Amendment / Addenda

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

Note: Formal Addendums shall be posted to the website at:

<http://www.hacfm.org/web/page.asp?url=BusinessOpps>

6.4 HACFM's Options

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

The HACFM will reject the qualifications of any Respondent who is suspended and/or debarred by HUD/SAMS/STATE of FLORIDA from providing services to public housing authorities and reserves the right to reject the proposal of any Respondent who has previously failed to perform any contract properly for the HACFM.

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

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

- All submissions in response to this RFQ become the property of the HACFM. As such, all submissions are public records, subject to public review.
- The HACFM will make no determination as to the adequacy or accuracy of any system, process, procedure or representation made by any Respondent. As such, pre-qualification does not infer approval of any such systems, processes, procedures or representations.
- **No Respondent shall initiate contact with any employee of HACFM or member of the HACFM Board regarding this RFQ until after the selection process is complete, the HACFM Board has approved the selection of a Respondent and an agreement with a Respondent has been executed. If any Respondent has any reason, not related to this RFQ, to contact any of the above parties, they will be required to disclose to that party that they are a respondent in this solicitation. Failure to adhere to these requirements may result in disqualification from the solicitation.**
- Respondent shall not have employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the execution of a contract with the HACFM. Respondent certifies that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of or the making of a contract from this solicitation.

6.5 Anticipated Schedule (Subject to Change)

ANTICIPATED SCHEDULE FOR PROCUREMENT	
Advertised	May 19, 2020
RFQ Available	May 18, 2020
Deadline for Questions – Due	June 8, 2020
Site Visit	June 9, 2020
Q&A formal addendum issued	June 11, 2020
Submittals Due	June 16, 2020 @ 3:00 p.m.
Interviews	TBD
Decision to Board	June 24, 2020
Announcements	June 25, 2020
Kick off meeting	TBD

Submittals:

Email of electronic submittal: The e-mail subject line must contain the following and the email date and time stamp shall serve as the official receipt of electronic documents.

E-mail Subject Line shall contain: Submittal - RFQ No. 20-68, RFQ # 20-68, CNI Master Developer for SWV in Fort Myers, Florida

Hard Copy: Hard copies are to be either mailed or hand delivered to the Administration office located at 2422 Renaissance Preserve Way, Fort Myers, Florida. Due to COVID 19 it is a possibility that the office will not be open to the public, however, the office is accepting mail and/or there shall be a drop box located outside the building.

HACFM related to delivered submittals:

The “Official Time” that shall be used in identifying the actual closing time for submittals. Any submittals received after the date and time specified herein shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

Any submittals received after the date and time specified herein shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

Attachment A
CHECK LIST FOR
RESPONDANTS SUBMISSION

Please read carefully, sign in the spaces indicated and return with your proposal.
Proposer should check off each of the following items as the necessary action is completed.

- ___ Attachment A – Check List
- ___ The entire RFQ has been read and complied with request
- ___ Attachment A
- ___ Attachment B
- ___ 5369 B Instruction to Offerors – Non-Construction
- ___ 5369-C Certifications and Representations of Offerors – Non-Construction
- ___ 5370-C General Conditions – Non-Construction
- ___ 50070 Drug Free Workplace
- ___ Disclosure of Lobbying Activities
- ___ 5369-A Non-Collusion Affidavit of Contractor
- ___ Public Entity Crime Form
- ___ Equal Employment Opportunity Form

Date: _____

Signature of Key Principal of Respondent

EXHIBIT A

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

A. REQUIRED EFFORTS

Consistent with Presidential Executive Order 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the HACFM shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, disadvantaged business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of an HACFM project are used when possible.

1. Such efforts shall include, but shall not be limited to:
 - a. Including such firms, when qualified, on solicitation mailing lists;
 - b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - d. Establishing delivery schedules, where possible, which encourage participation by such firms;
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
 - f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment generated from the expenditure of Section 3 covered funds to Section 3 residents in the order of priority prescribed in 24 CFR 135.34(a), and to award Section 3 covered subcontracts to Section 3 business concerns in the order of priority set forth in 24 CFR 135.36(a), requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed herein.
2. Goals may be established periodically by the HACFM for participation by small businesses, minority-owned businesses, women's business enterprises, disadvantaged business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of an HACFM project, in the HACFM's prime contracts and subcontracting opportunities.

B. DEFINITIONS

1. A small business concern is defined as a business which is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
2. A minority-owned business is defined as a business which is at least 51% owned by one (1) or more minority group members; or, in the case of a publicly-owned business, one (1) in which at least 51% of its voting stock is owned by one (1) or more minority group members, and whose management and daily business operations are controlled by one (1) or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
3. A women's business enterprise is defined as a business that's at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.
4. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U. S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.
5. A Section 3 Business concern is defined as one (a) that is 51% or more owned by Section 3 Residents; or (b) whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or within three (3) years of the date of first employment with the business concern were Section 3 Residents; or (c) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of "Section 3 business concern."
6. A Disadvantaged Business Enterprise is a small business concern that is certified as being (a) at least 51 percent owned by one (1) or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one (1) or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.

C. SECTION 3 REQUIREMENTS

1. Section 3 Purpose - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the HACFM to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.
2. Section 3 Contracting Policy and Procedure - All contractors/businesses seeking Section 3 preference must complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.
3. Resident Hiring Requirements - The HACFM has included the following minimum threshold for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of Section 3 persons with particular qualifications or a willingness to begin unskilled labor will be able to participate in the HACFM's contracted labor efforts. A prime contractor may satisfy the HACFM's resident hiring requirements through its own work force, its subcontractors, or any combination thereof.

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

4. It is expected that an appropriate number of Section 3 persons with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. If that does not occur, a prime contractor, on its own or through its subcontractor(s), may satisfy the Section 3 requirement set forth above by doing the following:
 - a. Subcontracting or joint venturing with a resident owned business. The business must be 51% or more owned by public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more public housing residents, or low and very-income individuals within the City of Fort Myers or other qualified low income persons, or
 - b. Direct hiring of public housing residents and/or low and very low-income neighborhood residents, or

- c. Incurring the cost of providing skilled training for public housing residents in an amount commensurate with 5% of the total contract amount.

CERTIFICATION OF RESPONDENT REGARDING SECTION 3 REQUIREMENTS

Respondent hereby acknowledges the Section 3 contracting and employment provisions required and set forth by this section. Supporting appropriate documentation is attached hereto.

Date: _____

Signature of Key Principal of Respondent

EXHIBIT B

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

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

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

- a) Describe new and innovative financing techniques for raising capital that the Respondent has employed.
- b) Describe the approach to managing the financial risk associated with each project.
- c) Describe how each project was kept on budget and on schedule. Describe any impediments that occurred and how they were handled.
- d) Provide a statement of how you will honor all financial guarantees, should the need arise. The statement should include more than a reference to the financial statements.
- e) Describe prior Public Housing Authority projects; inclusive of the financing structure and the developer fee structure for each.

Signature of Key Principal of Respondent

Date

CONFLICTS CERTIFICATION

I, _____, hereby certify on behalf of _____
(insert name of Respondent)

and its key principals that:

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

Signature of Key Principal of Respondent

RESPONDENT APPLICATION PRIORITY CERTIFICATION

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

(i) no application for development funding submitted by this Respondent, other than by score or rank, will have priority over any application for funding for the proposed project for which is described in this RFQ or for which the Respondent and the HACFM have entered into partnership to develop and,

(ii) that the Respondent will make every effort to give this project priority over any other projects it will be submitting funding applications for, and

(iii) the Respondent will make every effort not to submit competing applications within the same geographic, demographic or special set-aside categories within a funding cycle, without notification to the HACFM and written approval by the HACFM, and

(iv) the Respondent will provide notice to the HACFM of any and all contemplated competing funding applications within any same funding cycle in which the HACFM intends to submit an application.

Signature of Key Principal of Respondent

PROFILE OF FIRM FORM

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

- 1) Prime _____ Sub-contractor _____ (This form must be completed by and for each).
- 2) Name of Firm: _____ Telephone: _____ Fax: _____
- 3) Street Address, City, State, Zip: _____
- 4) Please attached a brief biography/resume of the company, including the following information:
 - a. Year Firm Established;
 - b. Year Firm Established in [JURISDICTION];
 - c. Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

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

WMBE Certification Number:_____

Certified by (Agency):_____

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

8) Federal Tax ID No.:_____

9) If Applicable - Florida Business License No.:

10) State of _____License Type and No.:_____

11) Worker's Compensation Insurance Carrier:_____

Policy No.:_____Expiration Date:_____

12) General Liability Insurance Carrier:_____

Policy No._____Expiration Date:_____

13) Professional Liability Insurance Carrier: _____

Policy No._____Expiration Date:_____

14) Debarred Statement:

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

b. Have not, within a three (3) year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (2) of this certification; and
- d. Have not within a three (3) year period preceding this bid, had one or more public transactions (Federal, State or Local) terminated for cause of default.

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

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

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

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

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

Printed Name

Company

Authorized Signature

Date

REFERENCES

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

Community Partner	
Email Address	
Phone	
Contact Name	
Community Partner	
Email Address	
Phone	
Contact Name	
Housing Authority	
Email Address	
Phone	
Contact Name	
Housing Authority	
Email Address	
Phone	
Contact Name	
Tax Credit Investor	
Email Address	
Phone	
Contact Name	
Tax Credit Investor	
Email Address	
Phone	
Contact Name	
Housing Finance Agency	
Email Address	
Phone	
Contact Name	

**ACKNOWLEDGMENT OF RECEIPT
OF
AMENDMENT OF SOLICITATION or
ADDENDA TO SOLICITATION
FOR DEVELOPMENT IN FORT MYERS FLORIDA**

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

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

3. **ISSUED BY:** The Housing Authority of Fort Myers (HACFM)

4. **BRIEF DESCRIPTION OF AMENDMENT(S):**
(attach copy(s) of the first page of the Amendment(s) as issued by the HACFM)

4. **BRIEF DESCRIPTION OF ADDENDA(S):**
(attach copy(s) of the first page of the Addenda (s) as issued by the HACFM)

5. THE ABOVE SOLICITATION IS AMENDED OR CLARIFIED AS SET FORTH IN THE ATTACHED AMENDMENT(S) OR ADDENDA(S) AS ISSUED BY THE HACFM. RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS/THESE AMENDMENT(S) OR ADDENDA(S) PRIOR TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS, BY SIGNING THIS FORM BELOW.

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

ACKNOWLEDGMENT OF RECEIPT:

Name

Title

Signature

Date

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be 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 and the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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:

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

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

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

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.

Certification for
a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here [] if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Form with fields for Name of Authorized Official, Title, Signature, and Date.

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

Attach to HUD-5369-A

_____ does hereby state:
(name)

(1) S/He is the _____ of
(owner, partner, officer, or representative),
_____, hereinafter referred to as Contractor.
(business name)

(2) S/He is fully knowledgeable of the preparation and contents of Subcontractor's proposals which were submitted to (Contractor);
_____, for specific work required in
connection with a Home Forward project titled _____
and located at : _____

(3) Said Contractor's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit, or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Home Forward, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Contractor's Proposal 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 myself.

Signed: _____

Title: _____

Date: _____

Witnessed by: _____

STATEMENT OF PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the _____ by _____
(type individual's name and title)

(type name of entity submitting sworn statement)
whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

I understand that a "person" as defined in Paragraph 287.133 (1)(e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of it's officers, officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity, or an affiliate of the entity has been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of it's officers, officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity, or an affiliate has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority. _____
(name of individual signing)

who, after first being sworn by me, affixed his / her signature in the space provided above on this

_____ day of _____, 20 _____.

_____ My commission expires: _____

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

PublicEntityCrimes.doc