



Housing Authority of the City of Columbia, Missouri

201 Switzler Street, Columbia, MO 65203

Office: (573) 443-2556 ♦ Fax: (573) 443-0051 ♦ TTY: (800) 735-2966 ♦ www.ColumbiaHA.com

May 13, 2026

REQUEST FOR PROPOSAL

Affordable Housing Developer Consultant Services

CONTACT: Danielle Gill

Administrative Assistant

Office: 573.554.7020

Fax: 573.443.0051

DGill@columbiaha.com

Sealed Proposals Accepted Until

Thursday, June 11, 2026 @ 5:00 pm CDT

NOTE: throughout this document...

The Housing Authority of the City of Columbia, Missouri = Columbia Housing Authority = CHA

CHA reserves the right to reject any or all Proposals
and to waive any informalities in the process

***The Housing Authority of the City of Columbia, Missouri
is an Equal Opportunity Agency***



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TABLE OF CONTENTS

1.0	STATEMENT OF WORK	2
1.1	Background	2
1.2	Objective (Purpose)	2
2.0	SCOPE OF SERVICES	3
3.0	INSTRUCTIONS TO PROPOSERS	5
3.1	Register as Participant with a “Letter of Intent”	5
3.2	Preparation of Proposals	5
3.3	Pre-Proposal Conference	5
3.4	Questions / Explanations	5
3.5	Amendments to Solicitation.....	5
3.6	Proposal Requirements	6
3.7	Proposal Submission	8
3.8	Handling of Proposals	8
3.9	Proposal Modifications	8
3.10	Proposal Withdrawal	9
3.11	Evaluation of Proposals.....	9
3.12	Responsibility of Prospective Firm	9
3.13	Qualifications of Prospective Firm	10
3.14	Negotiations with Selected Proposer.....	10
3.15	Contract Award	10
3.16	Service of Protest	10
3.17	Notice of Award	10
3.18	Commencement of Work	10
3.19	Contract Type & Terms	11
3.20	Cost of Producing Proposal	11
3.21	Public Records	11
4.0	EVALUATION AND SELECTION CRITERIA	12

- **Attachments** (*required with the proposal submission)
 - Attachment I: “General Contract Conditions – Non-Construction (HUD-5370-C)
 - Attachment II: “Experience Worksheet” *
 - Attachment III: “Proposal Agreement” *
 - Attachment IV: “Proposal Evaluation Forms”
 - Attachment V: HUD-5369-B – Instructions to Offerors for Non-Construction Contracts*
 - Attachment VI: HUD-5369-A – Representations, Certifications and Other Statements of Offerors*
 - Attachment VII: HUD-51915-A – Contract Provisions Required by State Law*

REQUEST FOR PROPOSAL ADVERTISEMENT

Affordable Housing Developer Consultant Services

Sealed Proposals Accepted Until
Thursday, June 11, 2026 @ 5:00 pm CDT

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED

Columbia Housing Authority (CHA) is seeking proposals from qualified consultant firms that specialize in affordable housing programs administered through the Missouri Housing Development Commission (MHDC) to assist with processing and implementation of all phases of renovation and/or new construction of affordable housing. Please read the scope of services in the Request for Proposal (RFP) for a more detailed description.

Proposals will be reviewed and evaluated based on the criteria defined in the "EVALUATION AND SELECTION CRITERIA" section of the RFP packet. A contract will be awarded to the responsible firm whose technical approach, qualifications, price, and other factors considered are most advantageous to CHA.

An RFP packet may be obtained at www.columbiaha.com (on the homepage under "Bid Opportunities"); at CHA's Administration Building - 201 Switzler Street / Columbia, MO 65203, or by contacting Danielle Gill @ (573) 554-7020; Fax (573) 443-0051; e-mail DGill@columbiaha.com.

Register as Participant by submitting a very brief "Letter of Intent" to Danielle Gill via mail, e-mail, or fax stating:

- An interest in submitting a proposal and receiving all RFP updates and modifications,
- The name, title, role in this process, and contact information for all persons who you wish to receive RFP updates and modifications (addenda),
- That you are requesting an RFP packet (if applicable),
- **The last date and time to submit questions/explanations (Thursday, May 28, 2026 @ 5:00 pm CDT),**
- **The due date and time for submitting proposals (Thursday, June 11, 2026 @ 5:00 pm CDT).**

SCHEDULE OF EVENTS (Events relevant to Proposers are bolded):

Solicitations (Legal Notices):	Wed, May 13 / Sun, May 17, 2026 / Sun, May 24
Conference Call or Site Visit, if Desired (By Appt):	Monday, May 18 (thru) Thursday, May 28, 2026
Deadline for Questions/Explanations/Letter of Intent:	Thursday, May 28, 2026 @ 5:00 pm CDT
Release of Final Addendum:	Monday, June 1, 2026, by 5:00 pm CDT
<u>DEADLINE FOR SUBMITTING PROPOSALS:</u>	<u>Thursday, June 11, 2026, by 5:00 pm CDT</u>
Evaluation of Proposals:	Friday, June 12 (thru) Monday, June 15, 2026
Oral Presentations of Proposals:	Wednesday, June 17, 2026
Contract Negotiations:	Wednesday, June 17, 2026 (thru) Friday, July 3, 2026
Contract Award Announcement:	Wednesday, July 15, 2026

Columbia Housing Authority:

- Reserves the right to reject any and all proposals and to waive any informality in the solicitation,
- Is prohibited from making an award to an individual, firm, or sub-service provider that is debarred from receiving awards from the U.S. Government,
- Is an equal opportunity employer.

1.0

STATEMENT OF WORK

1.1 Background

The Housing Authority of the City of Columbia, Missouri [DBA: Columbia Housing Authority (CHA)] is an independent municipal corporation organized in 1956 under the Missouri Housing Authorities Law, Chapter 99 RSMO. CHA's Administration Building (main office) is located at 201 Switzler St., Columbia, MO 65203. CHA's website URL is "ColumbiaHA.com".

CHA has two "component" nonprofit entities; one for social service programs and the other serving as a Housing Trust. CHA is currently staffed with approximately 55 full-time and 30 part-time employees and may have up to 65 Management Software users with continued growth.

CHA owns and manages multiple property sites with a total of 784 housing units, providing housing opportunities for low- and moderate-income families, individuals, seniors, and people with disabilities with a robust resident services program. CHA is currently completing full RAD conversion of each of its public housing units and anticipates no longer having public housing in its portfolio by FY 2027. CHA will have the following units in its portfolio.

- **11 Low-Income Housing Tax Credits (LIHTC) projects through Missouri Housing Development Commission (MHDC) – 784 units:**
 - **All LIHTC units utilize Project-Based Vouchers** / All, but Patriot Place and Kinney Point, were converted through the HUD RAD program from Section 9 to Section 8.
 - Stuart Parker Apartments (84 family units), Bryant Walkway Apartments (54 family units), Bryant Walkway Apartments II (36 family units), Bear Creek (76 family units), Oak Towers (147-unit high-rise), Paquin Tower (200-unit high-rise), Patriot Place (25 units for homeless veterans), Kinney Point (34 units for at-risk households), Park Avenue (79 family units including 8 market rate), Providence Walkway (25 family units), and Blind Boone (27 family units).
- **MHDC HOME Fund project** - 5 family units
- **Neighborhood Stabilization Project (NSP)** - 2 houses
- **Vacant Land for Future Development**
 - 507 Park Avenue adjoining the current Park Avenue Apartments RAD converted property.

CHA also manages:

- 1,200 Housing Choice Vouchers (HCV),
- 160 Veterans Affairs Supportive Housing (VASH) vouchers,
- 42 Mainstream Vouchers,
- 50 Continuum of Care vouchers, and
- 25 Tenant-Based Rental Assistance (TBRA) vouchers

1.2 Objective (Purpose)

To enter into a contract with a qualified consulting firm specializing in affordable housing programs administered through the Missouri Housing Development Commission (MHDC) to assist with processing and implementation of all phases of renovation and/or new construction of affordable housing.

2.0

SCOPE OF SERVICES

The consultant shall provide the labor, services, analysis, and assistance necessary to result in a completed project from application through occupancy stabilization (that typically occurs within 12 months following construction completion). The contract term shall be three (3) years with two (2), one (1) year renewal options, however, it is intended that the selected developer consultant remain engaged through completion of any project awarded funding during the contract term. The services generally span three years per project and shall include, but not be limited to the following:

- Meeting with CHA staff and Board of Commissioners to refine and strategically position funding applications and programs to be utilized and the requirements during development and upon lease-up imposed by funding sources.
- Advising CHA on assembling development team members, including, but not limited to, lenders and investors, as well as an experienced MHDC architect, general contractor, and legal counsel. CHA retains full authority for selecting professional services and general contracting in accordance with its procurement policy and in its role as developer.
- Developing and implementing strategies for MBE, WBE and Section 3 inclusions,
- Assisting CHA staff and architect in the master planning through the schematic design of the site and project,
- Assisting with land acquisitions, market studies and Civil requirements including required project rezoning,
- Creating the overall project financing structure in partnership with CHA staff,
- Creating budgets and alternative financing structures as well as applying for the most viable and beneficial financing sources for the said development,
- Assisting in the processing of applications for gap funding such as the Federal Home Loan Bank (FHLB) Affordable Housing Program and the City of Columbia administered HOME and CDBG grants, Missouri Housing Development Commission (MHDC) Missouri Housing Trust Fund grants, MHDC HOME funds and MHDC Fund Balance.
- Assisting in the processing of Missouri Housing Development Commission's (MHDC) application for state and federal Low-Income Tax Credits (LIHTC),
- Monitoring the professional team members to ensure that milestone dates for completion of tasks are being met and assisting in the communications with development team members, particularly architects and general contractors, to ensure that their work is on behalf of and reflective of program needs and within funding restrictions,
- Assisting with the submission of status reports required by the funding sources and other governmental entities regarding the progress of the development,
- Coordinating all MHDC, investor, and lender due diligence required to close construction and permanent financing,
- Attending monthly construction progress meetings with the architects, general contractors and funding sources and preparing draw request forms and supportive documentation for presentation to the various funding sources and the title company.
- Coordinating with funding sources and the title company to ensure timely approval and disbursement of monthly draw requests in compliance with all financing agreements, including the collection and verification of required lien waivers.
- Tracking the spending and change orders for each draw request on a spreadsheet by line item (construction and soft costs) allowing comparisons of actual costs against the proposed budget to allow CHA to anticipate and address cost overruns/savings and any other financial issues that arise during the construction period and respond accordingly,

- Preparing and submitting all documents required by the project's third-party accountant to complete the cost certification and first year's tax return,
- Assisting in matters related to CHA's efforts in connection with securing MHDC and investor approval of the role as a property management company. The Consultant shall provide CHA the necessary information to begin a timely lease-up in compliance with the project's Partnership Agreement and MHDC requirements.
- Supporting CHA in all financing matters related to achieving lease-up stabilization,
- Working with CHA in preparing ongoing compliance reporting schedules post completion.

Obligations of the Developer, CHA: These responsibilities include, but are not limited to, the following:

- CHA's CEO will serve as the primary contact for communication with the Consultant and other development team members, and shall have the authority to make binding decisions with regards to the projects as well as execute contracts, applications for financing, and other documents as authorized by the CHA Board of Commissioners and Missouri law.
- CHA shall take the lead on securing control over appropriate building site(s) for the proposed project and all necessary city support and approvals, including letters of support from local elected officials and any required zoning changes, as required for MHDC's Rental Production application.
- CHA shall work with the consultant staff to structure the project's operating budget such that ample staff and necessary functions are adequately funded.
- CHA shall take the lead on providing all information required by the project's funding sources regarding the support services offered to the tenants and is solely responsible for ensuring the financial feasibility of providing the support services proposed in the application.
- CHA and/or its representatives shall attend meetings or hearings, as needed; to obtain political support and community support, financing, zoning, tax abatement or other approvals needed for the completion of the projects.
- CHA shall perform any additional services required by lenders, investors, or government agencies to complete the projects.
- CHA shall make project decisions and review and execute all agreements, applications, and other documents necessary in a timely manner.

Projects: The services shall include the following project(s): 507 Park Avenue, and such other projects as the parties agree upon during the term including any option periods which are reasonably anticipated to be completed during the said term. The term may be extended if needed for project completion.

3.0

INSTRUCTIONS TO PROPOSERS

3.1 Register as Participant with a "Letter of Intent"

- **Immediately (but no later than Thursday, May 28 @ 5:00 pm CDT) submit a very brief "Letter of Intent"** (to Danielle Gill via mail, e-mail, or fax) stating:
 - An interest in submitting a proposal and receiving all RFP updates and modifications,
 - The name, title, role in this process, and contact information for all persons who you wish to receive RFP updates and modifications (addenda),
 - That you are requesting an RFP packet (if applicable),
 - **The last date and time to submit questions/explanations (Thursday, May 28, 2026 @ 5:00 pm CDT),**
 - **The due date and time for submitting proposals (Thursday, June 11, 2026 @ 5:00 pm CDT).**

Danielle Gill, Administrative Assistant
Columbia Housing Authority / 201 Switzler Street / Columbia, MO 65203
E-mail: DGill@columbiaha.com / Fax: 573.443.0051

3.2 Preparation of Proposals

The proposer is expected to examine the scope of services and all instructions. Failure to do so will be at the proposer's risk. The proposer shall furnish the information required by this solicitation. Erasures or other changes must be initialed by the person authorized to sign the proposal.

3.3 Pre-Proposal Conference

There will not be a formal pre-proposal conference; although, if desired, a conference call or site visit is welcome by appointment, but a request **must be submitted no later than Thursday, May 28, 2026 @ 5:00 pm CDT**.

3.4 Questions / Explanations

Any prospective proposer desiring an explanation or interpretation of the solicitation, scope of services, etc., must request it in writing (mail, e-mail, or fax) by **Thursday, May 28, 2026 @ 5:00 pm CDT**. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective proposer concerning this solicitation will be furnished promptly to all other prospective proposers as an amendment if the information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective proposers. *MUST BE REGISTERED TO RECEIVE AMENDMENT/ADDENDA*

Address questions / explanations to:

Danielle Gill, Housing Development Coordinator
Columbia Housing Authority / 201 Switzler Street / Columbia, MO 65203
E-mail: DGill@columbiaha.com / Fax: 573.443.0051

3.5 Amendments to Solicitation

- If the solicitation is amended, all terms & conditions which are not modified remain unchanged.
- Proposers shall acknowledge receipt of any addendum to this solicitation by:
 - Signing and returning the addendum (e-mail attachment, mail, or fax).
 - CHA must receive signed acknowledgement(s) prior to the proposal deadline. This may be included with the submitted proposal.
 - Identifying the addendum number and date in the space provided for this purpose on the "Proposal Agreement" form.

3.6 Proposal Requirements

A proposal must be submitted as prescribed by CHA in this Request for Proposal (RFP).

Responses will be evaluated according to the procedures presented in section 3.11 Evaluation of Proposals and scored according to the criteria in section **4.0 EVALUATION AND SELECTION CRITERIA**. The Selection Committee will use Attachment IV, Proposal Evaluation Forms to score the responses.

Failure to include any of the following information could result in rejection of the proposal:

- **Proposal Cover Letter**: Provide on your letterhead a cover letter signed by a person who is authorized to commit your firm to perform the services included in the proposal while identifying all materials and enclosures being forwarded in response to this RFP.
- **Qualifications**
 - **Organizational Structure and Profile of Principals and Key Staff (15 points)**:
 - Provide a detailed description of the organizational structure and the history, present, and future dedication to affordable housing efforts.
 - Provide profiles of the principals and key staff that will be involved in the development effort, what roles they would serve, and their level of experience as developers and/or developer consultants. Highlight their involvement in similar projects and activities, especially their experience in submitting multi-family revitalization projects and being successfully awarded affordable housing development proposals through MHDC. Indicate their familiarity with state (Missouri) and local (Columbia) rules and regulations for all aspects of development.
 - Certify that all key staff will be available to start immediately or describe existing time commitments which would impair the respondent's ability to proceed expeditiously, and assist in submitting a fall 2026 LIHTC application.
 - **General Experience and Expertise (20 points)**:
 - **Comprehensively discuss your team's experience and expertise with the following including success stories and statistics to support achievements**:
 - Missouri Housing Development Commission (MHDC):
 - 9% Low-Income Housing Tax Credits (LIHTC)
 - 4% Low-Income Housing Tax Credits (LIHTC)/Bonds
 - HOME and other MHDC funding opportunities
 - Assisting public housing authorities, or voucher-based housing experience
 - Federal Home Loan Bank Applications
 - City Administered CDBG & HOME Applications
 - Tax Exempt Bond Financing with 4% LIHTC Projects
 - Developing and implementing strategies for MBE, WBE and Section 3 inclusions
 - Role as a consultant versus developing for your own account
 - **Project Execution and Adaptability (10 points)**:
 - CHA expects proactive identification and communication of material risks prior to decisions being made that could impact project economics or funding eligibility. Respondents should clearly describe their approach to maintaining alignment between project assumptions and final outcomes, including how they proactively manage changes in scope, cost, and financing. Responses should address the following:
 - Change Management & Financial Reconciliation:
 - Describe your process for identifying, analyzing, and reconciling changes in: Project scope, development costs, sources and uses, developer fee deferral projections.

- Explain how your team ensures that any changes that may negatively impact project feasibility or CHA’s developer fee are: Identified early, clearly communicated, & accompanied by recommended corrective actions.
 - Provide examples of how your firm has successfully mitigated similar challenges on prior projects.
- **Previous Housing Development and/or Developer Consulting Experience (25 points):**
- **Please use “Attachment II, Experience Worksheet” to respond to this item - one form per project to:**
 - Provide information on at least three (3) of the most recent, successful Missouri Housing Development Commission (MHDC) LIHTC residential development/revitalization projects in which the respondent has participated, and that are most pertinent to the scope of services presented. It is desired that the respondent’s involvement is from the assembly of the development team through post-construction.
- **Unique Experience and Expertise (10 points):**
- Discuss any tools and strategies your firm has developed that you feel separate you from the competition. Include any details that you feel further supports your firm’s experience and expertise.
 - Give details of any external partnerships that improve your ability to provide these services.
- **Fee Structure (15 Points):** With the Scope of Services presented and recognizing CHA’s commitment under the “Obligations of the Developer...”:
- Present the desired compensation for your services as a percentage of the Developer Fee, thus only compensated if and after a project is awarded, or
 - Present an alternate, comprehensive fee structure including a breakdown of every service that would be billed and whether compensation would be required if a project is not awarded.
- **Section 3 Business Concern Status (5 points):**
- Respondents should describe how they will proactively assist CHA in exceeding HUD’s Section 3 benchmarks and integrating Section 3 outcomes into the overall development strategy.
 - Indicate whether your firm qualifies as a **Section 3 Business Concern** as defined in 24 CFR Part 75. If so, provide supporting documentation demonstrating eligibility, including:
 - Ownership structure (including percentage owned by Section 3 workers or low-/very low-income persons)
 - Workforce composition (percentage of employees who are Section 3 workers or Targeted Section 3 workers)
 - Any relevant certifications or self-certifications
 - Description of how eligibility is tracked and maintained over time
 - If your firm does **not** qualify as a Section 3 Business Concern, clearly state so.
- **Conflict of Interest:** Disclose:
- any immediate or future LIHTC development projects that would compete with CHA’s application funding sources, and how your firm would address.
 - Any business relationship between the proposer (or its principals, affiliates, parent, or subsidiaries) and any current or anticipated CHA development team member, lender, investor, syndicator, or contractor;
 - Any role the proposer has played in advising, scoping, or drafting the SOW for this procurement (which would render the proposer ineligible to compete under 2 CFR § 200.319(b));

- Any other circumstance that could create the appearance of impropriety, including relationships with CHA employees, officers, Board members, or their relatives as defined in CHA Procurement Policy § “Conflicts of Interest.”
- **References:** Submit references of at least three separate clients that your firm has recently served that best match the scope of services presented in this RFP.
- **Attachment** (must provide the following with the proposal):
 - A completed “**Proposal Agreement**” for the Prime Offeror – Attachment III.
 - Must be signed by the individual proposer or by an authorized agent of the proposing firm.
- **Work Authorization/E-Verify:** Missouri Federal Work Authorization Program Affidavit and Documentation. Pursuant to § 285.530 RSMo, the proposer must submit (i) a sworn affidavit affirming enrollment in and use of the federal work authorization program (E-Verify) and (ii) documentation of E-Verify enrollment (e.g., E-Verify Memorandum of Understanding signature page or company access page printout). Failure to submit may render the proposal non-responsive.

3.7 Proposal Submission

- To be eligible for consideration, a **sealed proposal packet** [one **(1) original**, clearly identified as containing documents with original signatures, seven **(7) copies** identical to the original, and one **(1) electronic copy** of the entire submission] **must be submitted to CHA by Thursday, June 11, 2026 @ 5:00 pm CDT to the following address:**

Columbia Housing Authority
201 Switzler Street
Columbia, MO 65203
Attn: Danielle Gill

- To assure your proposal is routed properly and to prevent opening by unauthorized individuals, **your proposal must be identified on the envelope or package as follows:**

REQUEST FOR PROPOSAL
Developer Consultant Services
Due: 6/11/26 by 5:00 pm CDT

3.8 Handling of Proposals

- Proposals received prior to the closing date and time will remain unopened and secured until after the established proposal opening date and time.
- **A proposal will not be considered if it is received after the exact date and time specified for receipt.** The only acceptable evidence to establish the time of receipt is the CHA stamped time/date on the proposal wrapper or other documentary evidence of receipt maintained by CHA.

3.9 Proposal Modifications

- A modification resulting from CHA’s request for “best and final” proposal 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 CHA after receipt at CHA.
- Notwithstanding this provision, a late modification of an otherwise successful proposal that makes its term more favorable to the CHA will be considered at any time it is received and may be accepted.

3.10 Proposal Withdrawal

- No proposal shall be withdrawn for a period of Sixty (60) days after the opening of the proposals without written consent of CHA.

3.11 Evaluation of Proposals

CHA will strive to complete the review, presentation and negotiation processes and award a contract by July 15, 2026. The following evaluation procedures will be followed:

- The “CHA Staff Review Committee” will perform initial assessments of all proposals to determine which firms are responsive and qualified to provide the required services, thus creating a list of qualified firms. The “Initial Evaluation” form will be used for this stage of evaluation.
- The “CHA Staff Review Committee” will provide copies of proposals from all qualified firms to the “CHA Board of Commissioners”.
- The CHA Board of Commissioners will organize time and meeting location for eligible firms to conduct a presentation of their proposal followed by questions and answers. A Zoom link may be provided to accommodate eligible firms located outside of Columbia, MO.
- The CHA Board of Commissioners will use the “Proposal Evaluation” forms to score the qualified firms (the “short list”).
- The “Proposal Evaluation” forms will be combined by the “CHA Staff Review Committee.”
- CHA may also engage a 3rd party firm to review and analyze proposals.
- The CEO will provide recommendations to the “CHA Board of Commissioners” based on the scoring results.
- If the CHA Board agrees that the recommended firm is most qualified to provide the required services, a negotiation process will follow.
- If negotiations produce results that are advantageous to both parties, the CHA CEO will recommend to the CHA Board that CHA enter into a contract with this firm. If mutual terms cannot be established with the firm of choice, the CHA Board of Commissioners may select the next highest rank proposer or reopen the proposal process.

3.12 Responsibility of Prospective Firm

CHA shall award a contract only to a responsible prospective proposer who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective proposer must:

- Be insured, licensed and in good standing with the State of Missouri.
- Have adequate financial resources to perform the contract, or the ability to obtain them.
- Have a satisfactory performance record.
- Have a satisfactory record of integrity and business ethics.
- Have a satisfactory record of compliance with public policy (e.g. Equal Employment Opportunity).
- Have not been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the U.S. Government. Current lists of ineligible contractors are available for inspection.

Before a proposal is considered for award, the proposer may be requested by CHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the proposer to provide additional information may render the proposer ineligible for award.

3.13 Qualifications of Prospective Firm

CHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the proposer to perform the services and the proposer shall furnish to CHA all such information and data for this purpose as may be requested. CHA reserves the right to inspect the proposer's physical facilities prior to award to satisfy questions regarding the proposer's capabilities. CHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such proposer is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

3.14 Negotiations with Selected Proposer

Once the evaluation process is complete, CHA may negotiate with the highest ranked proposer. The negotiations may include clarifying the specific scope of services, establishing the performance period, and determining the final cost of the scope of services. If CHA and the highest ranked proposer fail to reach an agreement, CHA may negotiate with the next highest ranked proposer, unless CHA determines that it is in their best interest to re-solicit for these services.

3.15 Contract Award

A contract will be awarded to the responsible firm whose technical approach, qualifications, price, and other factors considered are most advantageous to CHA, provided the proposal complies with all conditions of the RFP. The contract shall incorporate and include the "General Conditions for Non-Construction", HUD-5370-C (Attachment I). CHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. CHA is prohibited from making an award to a firm (including any sub-contractors) or an individual that is debarred from receiving awards from the U.S. Government.

3.16 Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the CHA within ten (10) calendar days after receipt of award notice by obtaining written and dated acknowledgement of receipt from CHA at the address shown on the cover of this solicitation. The determination of CHA regarding such protest or to proceed to award notwithstanding such protest shall be final unless the protestor makes an appeal.

3.17 Notice of Award

All proposers will be notified of CHA's selection. The successful proposer will be issued a Notice of Award. Within five (5) business days and prior to the commencement of any work, the awarded firm shall provide the following documentation:

- Proof of the Professional Liability (Malpractice) Insurance/Errors & Omissions: \$1,000,000 per claim / \$2,000,000 aggregate
- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Evidence of the appropriate professional licenses (if applicable)
- Workers' Compensation: statutory limits (Missouri); Employer's Liability: \$500,000
- Cyber/Data Security Liability (if consultant will handle PII or financial information): \$1,000,000
- CHA shall be additional insured on CGL (with specific language required by CHA as to immunity)
- Proof of good standing within the State of Missouri
- E-verify affidavit

If the selected proposer fails to provide the required information, the Notice of Award is invalid. CHA may choose to award a contract to the next highest ranked proposer or CHA may choose to re-solicit for the service.

3.18 Commencement of Work

The selected firm will be expected to begin work within five (5) days of receipt of the Notice to Proceed or a date agreed upon by both CHA and the firm. The Contract may serve as the Notice to Proceed.

3.19 Contract Type & Terms

The resulting contract will be a fixed fee type contract contingent, however, on project award. A cost-plus-a-percentage-of-cost and percentage-of-construction-cost methods shall not be used. The contract terms, except those subject to negotiation, will be in accordance with those provided in this solicitation. Changes in the basic terms of the contract are not acceptable. The contract will include a not-to-exceed ceiling on the consultant's total compensation. For percentage-of-developer-fee compensation, the negotiated rate must comply with HUD's cost-control and safe-harbor guidelines for mixed-finance development fees, and CHA reserves the right to reject any negotiated fee that does not meet those guidelines.

3.20 Cost of Producing Proposal

The costs of producing the proposal are the responsibility of the proposer. CHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in an oral presentation, or to participate in negotiations.

3.21 Public Records

Proposers acknowledge that CHA is a political subdivision of the State of Missouri and is, therefore, required to comply with Missouri's Sunshine Laws. If a proposal includes proprietary data, trade secrets, or information the proposer wishes to exempt from public disclosure, the proposer must specifically label each page containing such data, secrets, or information as follows:

“PRIVILEGED AND CONFIDENTIAL - PROPRIETARY INFORMATION”

To the extent permitted by law, information labeled by the proposer as proprietary will be used by CHA only for purposes related to, or arising out of, the (a) evaluation of proposals, (b) selection of a proposer pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the proposer selected.

Proposals will be treated as closed records under § 610.021(12) RSMo until proposals are opened and a contract is awarded; thereafter, proposals are open records subject to the public records law. Proprietary content within a proposal is protected only to the extent permitted by § 610.021(15) RSMo (trade secrets) and only when specifically marked as proprietary on a page-by-page basis. Neither a proposal in its entirety nor any fee proposal will be deemed proprietary.

3.22 Section 3. To the extent this contract is funded in whole or in part by Section 3 covered HUD assistance under 24 CFR Part 75, the Section 3 clause set forth in 24 CFR § 75.27 is incorporated by reference, and the proposer shall comply with all reporting and notification requirements thereunder.

4.0

EVALUATION AND SELECTION CRITERIA

The evaluation criteria listed below will be used as a mechanism to evaluate the proposals fairly and thoroughly. Proposers are reminded that it is their responsibility to address information related to the evaluation criteria. CHA is under no obligation to solicit information not included within the proposal.

Each proposal shall be evaluated on the criteria listed below. Note: The questions below are only a guide to assist the evaluator with main points to consider for the evaluation.

Organizational Structure and Profile of Principals and Key Staff, 15 points

- Is this firm (or department within) dedicated to affordable housing efforts?
- Is the staff adequately qualified and diversified to provide the services desired in the Scope of Services?

General Experience and Expertise, 20 points (points distributed by weight of each item below)

- How experienced and successful has the team been in processing applications for:
 - Missouri Housing Development Commission (MHDC):
 - 9% Low-Income Housing Tax Credits (LIHTC)
 - 4% Low-Income Housing Tax Credits (LIHTC)/Bonds
 - HOME and other MHDC funding opportunities
 - Federal Home Loan Bank Applications
 - City Administered CDBG & HOME Applications
- How experienced is the team with assisting public housing authorities or voucher-based properties with redevelopment or new construction efforts?
- How experienced is the team with developing & implementing strategies for MBE, WBE & Section 3 inclusions?
- How experienced is the team as a consultant versus developing on their own account?

Project Execution and Adaptability (10 points):

- How experienced is the firm in navigating unique and complex challenges?
- How well does the responding firm articulate how they will address changes in project scope, sources and uses, tax credit pricing, or other variability that may occur throughout the duration of project conception to completion?
- How well does the firm articulate its commitment and responsibility in ensuring project outcomes align with original assumptions?

Previous Housing Development and/or Developer Consulting Experience, 25 points

- Has the firm demonstrated that they have a history of performing the full range of desired services in MHDC LIHTC housing development projects?

Unique Experience and Expertise, 10 points

- Does this firm present any unique strategies that appear to set them apart from the other proposers?
- Have they established external collaborations that strengthen their approach and services?

Fee Structure, 15 Points

- Rank and score this in comparison with the other proposals based on presentation, foresight and, of course, actual cost. Note that this is a negotiable item prior to contract award.

Section 3 Business Concern Status, 5 points.

Total 100 Points

Attachment I

GENERAL CONTRACT CONDITIONS

NON-CONSTRUCTION

HUD-5370-C

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

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

22. Procurement of Recovered Materials

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

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

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

Attachment II

EXPERIENCE WORKSHEET

(USE ONE PER PROJECT)

ATTACHMENT I EXPERIENCE WORKSHEET

Project Location (City/State)	Project Name	Entity Served	Project Size	Project Cost

Development Type (townhouse, high-rise, etc.)	Income Levels Served (very low, moderate, etc.)	Ownership Type

Subcomponents of Project	Involved? (see footnote)	If Involved: Firm's Role in Subcomponent (Developer, Consultant, Etc.)	Supportive Comments (if necessary)
Met with Client Staff & Board to discuss financing programs			
Assembled development team (Architect, General, Legal, etc.)			
Developed & implemented strategies for MBE, WBE & Section 3			
Master planning & schematic design phase w/staff and architect			
Preliminary master planning through schematic design			
Land acquisitions, market studies and Civil land requirements			
Created finance structure and budget			
Satisfied HUD RAD program requirements			
HUD's Special Applications Center (SAC) Demo/Dispo Application			
Processed gap funding apps (list sources used for this project)			
1)			
2)			
3)			
4)			
5)			
Processed MHDC LITHC application			
Monitored development team processes			
Coordinated all MHDC, investor and lender due diligence			
Attended monthly construction meetings			
Prepared draws for the title company dispersal			
Tracked construction budget and monitored change order expenses			
Prepared all documents required by project Acct for cost certs			
Assisted client with property mgt matters including approvals			
Assisted client with lease-up stabilization and compliance reporting			

Subcomponents of Project	Involved? (see footnote)	If Involved: Firm's Role in Subcomponent (Developer, Consultant, Etc.)	Supportive Comments (if necessary)
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Involved?: **Yes** = Involved; **No** = Utilized in project, but not involved; **N/A** = Not utilized in project

Additional Subcomponents Worthy of Mention:

Additional Comments:

Attachment III

PROPOSAL AGREEMENT

Prime Offeror

PROPOSAL AGREEMENT

By signing below:

- We have thoroughly examined the Statement of Work, and being familiar with the requirements, hereby agree to furnish all labor, supplies, licenses and fees to offer the services as stipulated and set forth herein.
- We agree that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for the receipt of Proposals.

By signing below, the representatives of this firm hereby certify that:

- The Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- We have not directly or indirectly induced or solicited any other firm to put in a false or sham proposal.
- We have not solicited or induced any person, firm or corporation to refrain from proposing.
- We have not sought by collusion or otherwise to obtain for themselves any advantage over any other firm or over the CHA.
- We will not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, sex, religion, disability/handicap, marital status, sexual orientation, or age.

By signing below, the representatives of this firm declare that:

- We received addenda ___ through ___.
- We had an opportunity inquire about any uncertainties and have a general understanding of the requirements of this project.
- We have carefully prepared this Proposal, and the cost of the services required is accurate.
- All information submitted in this Proposal is correct and it contains no falsified records.

Respectfully submitted by:

Firm

Address

City

State

Zip

(_____)
Phone

X -

(_____)
Fax

(_____)
Other

Authorized Agent: _____ Title: _____

Signature: _____ Dated this ____ day of _____, 20__

Contact: _____ Title: _____

(_____)
Phone

X -

(_____)
Fax

(_____)
Other

E-Mail Address

Firm's Website

Attachment IV

PROPOSAL EVALUATION FORMS

Initial Evaluation & Proposal Evaluation

INITIAL EVALUATION

Services Requested: Affordable Housing Developer Consultant Services

Firm Evaluated: _____

The purpose of this Initial Panel Assessment is to review all proposals and develop a "short list" of the firms that appear to possess and demonstrate the greatest potential of being able to provide the professional services required of the project. Such determination shall be a result of an initial evaluation assisted by the questions below. A firm must demonstrate a superior ability to perform all the services required with substantiating evidence - all furnished in a clear and concise manner in the original proposal. The Panel shall endeavor to eliminate those proposals that are obviously unqualified to provide the required services, thus creating a "short list" of the most qualified firms. The firms that qualify for the "short list" shall be intensely evaluated and ranked according to the scoring results of the "Proposal Evaluation".

PROPOSAL SCREENING CRITERIA

- Proposal Cover Letter Included? **Yes No**
- Organizational Structure and Profile of Principals and Key Staff? **Yes No**
- General Experience and Expertise Addressed? **Yes No**
- Project Execution and Adaptability Addressed? **Yes No**
- Previous Housing Development and/or Developer Consulting Experience? **Yes No**
- Unique Experience and Expertise? **Yes No**
- Fee Structure Included? **Yes No**
- Section 3 Business Concern Status Addressed? **Yes No**
- References Included? **Yes No**
- Complete and signed "Proposal Agreement" Form Included? **Yes No**
- Sufficient documentation to substantiate each of the required evaluation criteria? **Yes No**

This firm qualifies for the "short list" and further evaluation: Yes No

If this firm does not qualify for the "short list", it is critical to write a short narrative on the reasons for this determination. Please use the space below:

Evaluator: _____

Attachment V

INSTRUCTIONS TO OFFERERS FOR NON-
CONSTRUCTION CONTRACTS

HUD-5369-B

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Attachment VI

REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

HUD-5369-A

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Attachment VII

CONTRACT PROVISIONS REQUIRED BY STATE

LAW

HUD-51915-A

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

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

**Contract Provisions Required by Federal Law
or Owner Contract with the
U.S. Department of Housing and Urban Development**

Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2

and conform to the Contract pricing provisions of 2 CFR 200.

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905.312), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

1.8 Disputes. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, 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 from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee 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.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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.

G. Reserved.

H. Reserved.

I. Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

1.15 Energy Efficiency. Pursuant to Federal regulations (2 C.F.R. 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.