

INVITATION TO SUBMIT PROPOSALS

The Lebanon Housing Authority is soliciting proposals from experienced and professional affordable housing Developers as described below.

The Lebanon Housing Authority, Lebanon, Tennessee is seeking the services of a qualified professional Developer Partner to provide financial and technical resources to assist with the development of various affordable housing development projects. The Developer Partner, in conjunction with LHA's tax credit consultant, will conduct a feasibility analysis to determine the best proposal for redevelopment.

Phase I of the required services will include assistance in the redevelopment of a site funded for the Tennessee Housing Development Agency (THDA) 2021 LIHTC program. In addition, the LHA is interested in receiving proposals that discuss multi-year initiatives and project implementation phases for redevelopment of all the LHA sites, possibly with HUD's Rental Assistance Demonstration (RAD), LIHTC, and/or tax-exempt bonds.

Details of the Request of Proposals (RFP) can be obtained on LHA's website under the link [www.lhatn.org]. Please direct all inquiries regarding this Request for Proposal to the following contact:

Mr. Patrick Johnson, Executive Director
Lebanon Housing Authority
49 Upton Heights
Lebanon, Tenn. 37087
(615) 444-1872
director@lhatn.org

A pre-proposal conference will be held Friday, January 28, 2022 @ 1:00 p.m. at the above location.

Proposals shall be received until 3:00 p.m. (Central Standard Time) on Friday, February 4, 2022, at the above location. Proposals received after this date and time will be rejected.



"Providing Decent, Safe and Affordable Housing"

DATE ISSUE: FRIDAY, JANUARY 21, 2022

**REQUEST FOR PROPOSALS
FOR
AFFORDABLE HOUSING DEVELOPER PARTNER**

**LEBANON HOUSING AUTHORITY
49 UPTON HEIGHTS
LEBANON, TN 37087**

An Equal Opportunity Employer

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**Lebanon Housing Authority
Executive Summary
Request For Proposals
For
Affordable Housing Developer Partner**

Date: January 21, 2022

To: All Prospective Offerors

Subject: Request for Proposal Affordable Housing Developer Partner

Introduction

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-1, statutes and with the applicable laws, the Lebanon Housing Authority, and its related entities (collectively, the “LHA”) is seeking proposals from qualified, experienced and responsible Developer Partners in conjunction with LHA’s LIHTC Consultant **to determine feasibility of developing specific affordable housing projects, securing necessary financing, and managing the project construction through initial occupancy.** The LHA has secured \$12,900,000 in 9% LIHTC allocation for Phase I of its development. The LHA must begin construction in 2022.

The Developer Partner will collaboratively work with the LHA to develop 60% of AMI and below income into communities that exhibit exemplary design, incorporate green building techniques, pedestrian friendly planning, and ample green space. The Developer Partner should be committed to comprehensive neighborhood-based revitalization that is based upon a collaborative and cooperative approach with stakeholders. The selected Development Partner will be responsible for design, planning, and financing, predevelopment, and final development activities in coordination with the LHA. LHA also will serve as the general partner for the limited partnership which will own the development(s).

The selected Development Partner would implement a feasibility study in conjunction with LHA’s LIHTC Consultant to access the potential for developing an affordable housing project in the City of Lebanon, Tenn. A development site owned by LHA (known as Upton Heights, Phase 1) has been identified. This site currently contains 54 dwelling units that will require relocation of existing residents and demolition/disposition in accordance with HUD regulations.

The LHA envisions that the selected Development Partner would be responsible for working with the LHA in arranging the appropriate financing for all phases of development in conjunction with the development of the affordable housing sites. In conjunction with the LHA, the selected Development Partner may also be responsible for securing tax credits (for future phases) as well as other financing.

Executive Summary Notice
January 21, 2022
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This solicitation is to procure a selected Development Partner for the implementation and construction of a development utilizing a 2021 tax credit allocation. The LHA reserves the right to continue the relationship with the selected Development Partner beyond 2022 to ensure that project, including possibly multiple phases, are funded, and completed.

Details of the RFP (Request of Proposals) can be obtained on LHA's website under the link [www.lhatn.org]. Please direct all inquiries regarding this Request for Proposal to the following contact:

Mr. Patrick Johnson, Executive Director
Lebanon Housing Authority
49 Upton Heights
Lebanon, Tenn. 37087
(615) 444-1872
director@lhatn.org

Proposals shall be received until 3:00 p.m. (Central Standard Time) on Friday, February 4, 2022, at 49 Upton Heights, Lebanon, Tennessee, 37087. Proposals received after this date and time will be rejected.

Respondents are required to submit One (1) original and five (5) copies of their proposal.

By submission of a proposal the offeror agrees, if its proposal is accepted, it will negotiate in good faith to enter into a contract with the LHA. The offeror further agrees to complete all work as specified or indicated in the contract documents and within the contract time as indicated in the attached (RFP).

The proposals will be held in confidence and not released in any manner until after contract award. Proposals must independently arrive at the LHA and be prepared in accordance with the instructions to offerors (form HUD-5369-B). In addition, the HUD required certifications must be completed and submitted as part of the (RFP) see HUD-5369-C.

The solicitation will be a negotiated price contract predicated on a percentage of certain fees. The cost proposal following negotiations shall be submitted using the cost proposal form. The total contract amount shall not be exceeded without a written change order. Unless otherwise specified in the (RFP), all fees shall be on a percentage of price basis.

Offerors should be advised that prior to award of any contract, the LHA reserves the right to conduct a pre-award survey for the purpose of determining, the prospective firm's responsibility, and capacity to perform the contract. This survey may include a review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.

The LHA in accordance with Executive Order 11625, 12138, 12432, and Section 3 of HUD Act of 1968 encourages participation by businesses owned and operated by residents, minorities, and women.

Proposals should be prepared in accordance with the attached instructions.

Questions regarding the attached RFP should be directed to Patrick Johnson at (615) 444-1872 ext. 121 or email director@lhatn.org. The deadline for receipt of questions is Noon, Monday, January 31, 2022. Response to questions by Tuesday, February 1, 2022.



Patrick Johnson, Executive Director

INVITATION TO SUBMIT PROPOSALS

The Lebanon Housing Authority is soliciting proposals from experienced and professional affordable housing Developers to provide the development services as shown below.

TYPE OF REQUEST: LHA is seeking experienced LIHTC professional Developer Partner(s) to partner within the development of affordable housing in the City of Lebanon, Tennessee and/or Watertown, Tennessee.

DATE ISSUED: Friday, January 21, 2022

CONTACT PERSON: Patrick Johnson, Executive Director
Phone: (615) 444-1872 ext. 121
Fax: (615) 444-1520
director@lhatn.org

PRE-PROPOSAL CONF. & SITE VISITATION: Friday, January 28, 2022 @ 1:00 p.m.
Lebanon Housing Authority
49 Upton Heights
Lebanon, Tenn.

SUBMISSION DEADLINE: 3:00 PM. Friday February 4, 2022

SUBMISSION ADDRESS: Lebanon Housing Authority
49 Upton Heights
Lebanon, Tenn. 37087

Form HUD-5369-B "Instructions to Offerors Non-Construction" is enclosed.

SCHEDULE & DELIVERABLES:

- A. Schedule- This partnership will consist of an undetermined number of individual projects identified as concluded from a feasibility study to assess the potential for developing affordable housing development in the City of Lebanon and/or Watertown, Tennessee.
- B. Deliverables - Expenses related to these deliverables will be included in the offeror's fee to provide the services.

QUESTIONS: All questions are to be in written form and addressed to the LHA, attention Patrick Johnson and they will be responded to in written form. Refer to the enclosed document **HUD 5369-B, Section 4**.

BACKGROUND: The LHA operates 354 units of low-income public housing in the cities of Lebanon, and Watertown, Tennessee. The LHA consist of centralized Housing, Maintenance, and an Administrative Office.

LHA's FYE is June 30. LHA's departments are Administration, Maintenance, Finance; Modernization; and Housing Operations.

OBJECTIVE: *LHA is seeking proposals from qualified and experienced LIHTC Developer Partners to develop specific affordable housing developments, securing necessary financing, and managing the project construction and initial occupancy.*

SUBMISSION REQUIREMENTS: One **original and five (5) copies** of proposal submitted on company stationery, dated, and signed by an official of the company. Show on the proposal the firm's or individual's federal identification or Social Security number, whichever is applicable, and correct mailing address.

The following forms **MUST** be completed and submitted with the proposal documents. Failure to complete and submit **ALL** the forms **MAY** render the proposal non-responsive and subject to disqualification. Please tab submitted documents/information in the following order:

- ◆ "Statement of Qualifications" (form enclosed)
- ◆ "Representations, Certifications, and Other Statements of Offerors" (form enclosed)
- ◆ "Non-Collusive Affidavit" (form enclosed)
- ◆ "Eligibility Certification" (form enclosed)
- ◆ Equal Employment Opportunity Certification
- ◆ Previous Participation Certification
- ◆ Small, Minority, WBE, Business Concern Certification, if applicable
- ◆ Resume of key staff members and those to be assigned to this project
- ◆ Include in the proposal five (5) **references** of previous work similar to this service which shows company name, contact person, address, phone and fax number, and Email address, type of work performed, and dates of service (length of contract).

Each item listed above **MUST** be completed and submitted with the proposal. This list does not include other submittals that may be required. **Read the RFP documents fully and carefully.**

Proposals must include a full description of all proposed services. If the Offeror is not proposing complete services as requested in this RFP, be very specific as to what is and is not included. All assumptions concerning the LHA's involvement should be stated.

All exceptions to the RFP should be noted in the proposal. Unique services should be clearly defined. The assumptions should be made by all Offerors that their original proposal may be their only opportunity to present their services and qualifications, and therefore should be as comprehensive as possible.

It is the Authority's intent to make this RFP a part of the contract.

Proposal must be submitted in a **sealed envelope**, and clearly written on the outside of the sealed envelope must be the firm's **name and address** and the words "**AFFORDABLE HOUSING DEVELOPER PARTNER PROPOSAL**".

Proposal received after the deadline date and time will remain unopened. **Proposals will not be publicly opened.**

A proposal may be withdrawn upon written request dispatched by the respondent in time for delivery in the normal course of business prior to the award. Negligence on the part of the respondent in preparing their proposal confers no right of withdrawal or modifications to their proposal after the award. Refer to **HUD 5369-B, Section 6, regarding late submissions and withdrawals of proposals.**

The Developer Partner(s) shall be responsible for all costs incurred in preparing a response to this Request for Proposal prior to issuance of a contract. In general, no monies will be paid to the successful Developer Partner outside the proposal cost unless those expenses are agreed to in writing by all parties. The respondent shall wholly absorb all costs incurred in the preparation and presentation of the proposal.

The Developer Partner(s) may be requested to submit recent *financial statements* prior to final selection to be used as a basis to ascertain responsibility and financial capability. These may be optionally included in proposal package.

LHA participates in HUD's Capital Fund Program and operates applicable grants, as they become available.

LHA is governed by a five-member Board of Commissioners appointed by the mayor and approved by the Lebanon City Council.

LHA is staffed by approximately thirteen (13) employees.

LHA manages or operates a total of 354 multi-family public housing units.

LHA's Executive Director is responsible for the daily management and strategic planning of the organization.

COST GUARANTEE: The Offeror must honor all prices quoted in its proposal for one-hundred eighty (180) days from the RFP's deadline date.

INSURANCE REQUIREMENT: Professional firm will be required to furnish at the time of contract signing proof of professional liability insurance minimum coverage of \$1,000,000. per occurrence; and business automobile insurance coverage of \$100,000; and workers' compensation coverage (if applicable) in accordance with state law requirements. Coverage must be kept current, and the LHA is to be named as additional insured. A policy which is not renewed or not replaced must be extended for a period of one (1) year.

SUBCONSULTANT: The name of any sub-consultant who your company is interested in contracting with on this project must be included in the proposal. All sub-consultants must meet the same requirements as the Developer (i.e., EEO, insurance, etc.).

Certifications and Assurances:

The Request for Proposals as a general requirement specifies that all work be performed in accordance with professional standards, HUD Regulations, requirements and criteria, and local codes, regulations, ordinances, and statutes. The RFP contains the following documents (* items that must be submitted):

Statement of Work	3 pages
*Non-Collusive Affidavit	1 page
*Eligibility Certification	1 page
*Statement of Qualifications	2 pages
Instruction to Offeror: Form HUD-5369-B	2 pages
Certification and Representation of Offerors: HUD 5369-C	2 pages
General Contract Conditions: Form HUD 5370-C	6 pages
*Previous Participation Certification – HUD Form (2530)	2 pages
*Equal Employment Opportunity Certification – (HUD 92010)	1 page

PROPOSAL EVALUATION PROCESS: The following procedures will be followed for the evaluation:

- ◆ All proposals will be evaluated individually on the qualifications and experience of the Offeror. The evaluation will consist of a qualitative review of the proposal to determine how it meets the minimum requirements.
- ◆ The Technical Evaluation Committee shall designate the respondents, based on this evaluation, into three (3) groups: (i) acceptable; (ii) potentially acceptable; and (iii) unacceptable. LHA will not consider unacceptable proposals.
- ◆ The LHA reserves the right to make an award based solely on the proposals or to negotiate further with one or more Offerors.
- ◆ The proposals that have a reasonable chance of being selected for award will be considered within the “Competitive Range”.
- ◆ Negotiations may be conducted with all proposals in the Competitive Range. The Contracting Officer/Executive Director will treat each proposal equally and will discuss all issues that arise from the technical and cost/price evaluation so that each Offeror has a complete understanding of the LHA’s position with regard to its proposal.
- ◆ At the conclusion of negotiations, the Contracting Officer/Executive Director will establish a common date and time for submission, if necessary, of best and final offers. Best and final offers shall be submitted only once unless the Contracting Officer makes a written determination that it is in the best interest of the LHA to conduct additional negotiations.
- ◆ After best and final offers are received, a final round of technical and cost/price evaluations will occur. The purpose of this process is to ensure that the contract award decision is based on a complete analysis of Offerors’ proposals, as modified by their best and final offers. A common deadline shall be established for receipt of proposals revised based on negotiations.

- ◆ The contract shall be awarded to the Offeror submitting the most responsible proposal, price and other factors considered, complying with the scope of work contained herein, provided the proposal is the most advantageous for the LHA to accept. Price is a factor for this request for proposal service. Price negotiations, if necessary, will follow the selection of firm or firms in the competitive range.

PROPOSAL EVALUATION CRITERIA: The LHA will enter negotiations with the most competitive proposal(s) based on the following **technical evaluation** criteria:

1. Experience and Qualifications: (0 to 20 points)

Experience in affordable housing development, finance structuring, and property management or rental housing including public housing, Section 8, Low Income Housing Tax Credit, and mixed income. The ability to form a strong and effective development team. Previous experience in developing affordable housing in Wilson County, Tennessee will be strongly considered.

2. Financial Capacity: (0-15 points)

Overall financial strength of the Developer Partner. Demonstrated record of financing affordable housing projects through a variety of funding sources and knowledge and experience working with other funding sources. Successfully procuring low-income housing tax credits and supplemental funding in Tennessee is important.

3. Development Approach: (0-25 points)

Completeness and responsiveness to all requirements as described in this RFP. A coherent and well-conceived plan for implementing the project. A creative and innovative approach to financing, project development, unit mix, and neighborhood revitalization is desired. Development plan focusing on long-term asset preservation and LHA revenue enhancement is important.

4. Business Terms/Price/Fee: (0-35 points)

Offeror should describe how it will provide services in a way that will allow LHA to (i) control the cost of services; (ii) realize the greatest return on its housing authority investment; (iii) obtain the highest amount paid for tax credits; (iv) reduce risk and exposure. Proposals will be judged based upon the degree they offer the housing authority the best financial terms, split of developer fee, and future control.

5. MBE/WBE Local Participation and Section 3: (0-5 Points) Provision for MWBE and Section 3 local participation, equal opportunity, and experience in achieving such participation.

DEBARRMENT:

The firm must submit a certified statement that the Developer is not debarred, suspended, or otherwise prohibited to contract with the LHA. Failure to provide this information precludes further consideration. LHA is prohibited from making any awards to consultants, contractors, subcontractors, individuals, or firms that are on the General Service Administration's "List of Parties Excluded from Federal Procurement and Non-procurement Programs," HUD's Limited Denial of Participation List and SAM.

CONTRACT PERIOD: Effective upon execution of Notice to Proceed the proposed contract period shall be for a period of two (2) years. The duration of this agreement may be for a period beyond two (2) years, based on the mutual acceptance of both parties. The contract will be performance based and failure to provide the final product in an acceptable form with acceptable content to the LHA will be grounds for termination of contract.

AWARD OF CONTRACT: The LHA intends to make the award to the most responsive and responsible Developer whose proposal is the most advantageous to the LHA, based on qualifications, technical evaluation and price as outlined in the section titled Proposal Evaluation Criteria. The LHA will negotiate with Developer(s) whose technical proposal is in the competitive range.

LHA will attempt to negotiate a contract with the chosen respondent, including an agreement, on a fair and reasonable price, split of developer fee, and other business terms. If negotiations are unsuccessful, LHA will attempt negotiations with the next highest ranked respondent, and so on until it contracts for a fair and reasonable price or until it terminates the process.

Prior to award of this contract, the RFP response may be held by the LHA for a period not to exceed 180 calendar days from the submission deadline.

Award without discussion: In the event the quality of the proposals received are such that, no purpose would be served by conducting negotiations, award may be made without discussion (See HUD Form 5369-B). The Offeror to whom the award is made will be notified at the earliest practical date. Unsuccessful Offerors will also be notified. The LHA contemplates the award of a firm fixed price, level of effort type contract resulting from this solicitation. The agreement will be placed in writing, by the LHA.

DEFECTIVE COST INFORMATION CLAUSE: If the negotiated price-breakdown submitted by the Offeror is later found to have been inaccurate, incomplete, or non-current as of the date of award, the LHA is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective information. Judgmental errors made in good faith concerning the estimated portions of future costs or projections do not constitute defective information. It is presumed that overstated cost information increased the contract price in the amount of the defect plus related indirect cost and profit/fee.

In determining the amount of a downward adjustment for any overstated cost information, the Offeror shall be entitled to an offsetting adjustment for any understated cost information submitted in support of price negotiations for the same procurement action up to the amount of the LHA's claim for overstated cost information.

ORAL COMMUNICATIONS: Any oral communications shall be considered unofficial and non-binding with regards to this RFP. Offerors are instructed not to communicate with residents, other LHA staff and/ or Board members about this procurement during the procurement period. Evidence of any such communication may be cause for disqualification from this procurement.

SECTION 3: The successful Offeror(s) shall comply with all applicable provision of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U, and the regulations issued pursuant thereto, as set forth in 24 C.F.R. Part 135. Section 3.

ACCEPTANCE OF PROPOSALS: The LHA reserves the right to reject any or all proposals, to take exception to these RFP specifications or, to waive any informality. The LHA reserves the right to reject the proposal of any Offeror who has previously failed to perform properly, or to complete on time a contract of a similar nature; who is not able to perform the contract; or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to sub-consultants or employees. Offerors may be excluded from further consideration for failure to fully comply with the Statement of Work of this RFP.


Patrick Johnson, Executive Director

REQUEST FOR PROPOSALS FOR AFFORDABLE HOUSING DEVELOPER PARTNER

STATEMENT OF WORK

TYPE OF PROJECT: Secure a qualified professional Developer Partner(s) who can provide financial and technical resources to assist with the development of various projects. The Developer Partner(s) will conduct a feasibility analysis to determine the best proposal for redevelopment. Other sites may be proposed by the developer as well.

The Development Partner will assist in implementing the awarded 2021 LIHTC allocated from THDA.

OBJECTIVE: To secure the professional services of a Developer Partner(s) to help redevelop the site funded for the Tennessee Housing Development Agency (THDA) 2021 LIHTC program. In addition, the LHA is interested in proposals that discuss multi-year initiatives and project implementation phases for redevelopment of all the LHA sites.

SCOPE: Provide all labor, materials, tools, equipment, transportation, supervision, and other services necessary to provide professional, organized and ethical affordable housing Developer service.

DEVELOPMENT STRATEGY:

- (1) Integrating low-income housing tax credit rental units with the surrounding neighborhoods.
- (2) Reflecting the architectural nature of the larger community, through new building designs.
- (3) Building high quality housing that will be attractive, energy-efficient, and will have long-term viability without extraordinary capital improvement resources.
- (4) Preparing construction cost estimates preliminary and final.
- (5) Leverage funds to the maximum extent feasible by aggressively pursuing both the public (state, local, and federal) and private (corporations, foundations, conventional, equity, and debt, etc.) sources of funding.
- (6) Develop an ownership structure that complies with all Federal and State regulatory and statutory requirements. The structure will identify and define the role of each entity involved.
- (7) Identify and obtain site control of the land or buildings to be developed as part of the project, if required.
- (8) LHA as owner of land will ground lease the land to ownership entity which may include a to-be-formed affiliate of LHA.

Co-Developer and Receipt of Fees:

LHA may elect to serve through a related entity as a general partner (or co-general partner) of the owner entity. The LHA expects to act as a co-developer through the related entity and receive an appropriate portion of the developer fee and all available cash flow after payment of the developer fee and will view proposals that structure and budget such fees most favorably for the LHA.

The Housing Authority shall not provide guaranties or indemnify any third parties until after the project is constructed and fully leased. The selected Development Partner(s) will be responsible for all such guaranties and indemnifications.

Housing Authority Management:

The LHA or its development entity will be concerned about the preserving long-term asset value through attentive property management and ensuring compliance with applicable HUD and Housing Authority management requirements. It is LHA's goal to serve as property manager of this and future projects.

Low-Income Housing Tax Credits:

The LHA will partner with the Developer Partner or Partners to obtain Low Income Housing Tax Credits ("LIHTC") for future developments. The Developer Partner(s) in conjunction with LHA's LIHTC Consultant, may be responsible for preparing the LIHTC application(s) in a form acceptable to the LHA. The Developer Partner (s) may be responsible for making timely application for tax credits to develop the project or projects. The Developer Partner(s) may suggest an alternative financing structure when appropriate.

Public Housing Operating Subsidies for Project:

The LHA intends to make available project-based public housing operating Annual Contributions Contract rental subsidies /RAD Housing Assistance Payments for units in Phase I and future Phases, subject to HUD approval and funding availability.

Role of Developer Partner:

The Developer Partner(s) shall be a Partner in the effort to develop new affordable housing communities in Lebanon, Tenn., for the LHA utilizing a combination of LIHTC and other funding sources. The Developer Partner(s) will be responsible for:

1. Conduct a feasibility study of the existing LHA sites that would serve as the basis for future LIHTC funding.
2. Recommend the best site(s) for future LIHTC funding application(s) as their needs are made known.
3. Develop an attainable and feasible financing plan for the project(s).

4. Assist in securing additional financing in connection with the development project which includes but not limited to permanent financing, loans, collateralization, and other financial strategies necessary for the selected project(s).
5. Arrange for market studies and appraisals, in conjunction with LHA's LIHTC Consultant.
6. Solicit at least three tax credit syndicators to bid on tax credits received for each LIHTC phase of the conversion or development.
7. Ensure that the design documents are prepared according to applicable State of Tennessee construction standards. Secure approvals and permits with regards to the design and construction documents.
8. Secure and coordinate construction contracts. Manage and oversee all construction. Ensure construction completion in a timely manner, within budget and prior to placed-in-service deadline.
9. Provide all necessary financial guarantees and assurances to the lenders and tax credit investors as they may require for the period of time such Development Partner is participating in the project, including but not limited to completion of guarantees, operating deficit guarantees, tax credit adjuster or recapture guarantees and performance guarantees.
10. Develop the approach and methods the development team would utilize to encourage MWBE and Section 3 participation in the project. Propose a draft strategy for meeting the MBE/WBE and Section 3 development team approach. The LHA together with the Developer Partner shall finalize this strategy.
11. Determine a general property management structure, prepare management plan for the property.
12. Coordinate and develop internal auditing controls for tracking and reporting all financial transactions relative to all non- and for-profit entities to the IRS. Identify responsible party and role in filing tax returns and all related audit requirements for IRS compliance.

**REQUEST FOR PROPOSALS
FOR
AFFORDABLE HOUSING DEVELOPMENT PARTNER**

NON-COLLUSIVE AFFIDAVIT

I, _____, certify that I am _____ of the company providing the proposal for and on behalf of said firm by authority of its governing body and within the scope of its powers. I further certify that no member of this company has colluded with any other person or company in regard to the proposal submitted.

BY: _____
Signature

WRITTEN NAME: _____

TITLE: _____

Subscribed and Sworn to before me

This _____ day of _____, 20____.

NOTARY PUBLIC

(Seal)

My Commission Expires
_____, 20____.

**REQUEST FOR PROPOSAL
AFFORDABLE HOUSING DEVELOPMENT PARTNER**

ELIGIBILITY CERTIFICATION
(Principal Offeror)

By my signature below, I certify the _____
Company Name

is eligible to receive awards from the United States government and therefore, to the best of my knowledge is not on any lists provided by the United States government of contractors that are debarred or ineligible to receive awards from the United States government.

BY: _____
Signature

WRITTEN NAME: _____

TITLE: _____

Subscribed and Sworn to before me

This _____ day of _____, 20____.

NOTARY PUBLIC

(Seal)

My Commission Expires

_____, 20____.

**REQUEST FOR PROPOSALS
FOR
AFFORDABLE HOUSING DEVELOPMENT PARTNER**

STATEMENT OF QUALIFICATIONS

All questions answered must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items marked *. LHA acknowledges the sensitive and confidential nature of this information. At this option, the firm may seal this information in a separate envelope and include that envelope with the other information in his proposal envelope. If the offeror elects to choose this option, the separate envelope should be marked on the outside with the firm's name and identified as: "Statement of Qualifications – Confidential." Except for the successful offeror, such envelopes may be returned to the offerors, unopened.

1. Name of person completing form: _____
 2. Permanent business address: _____
 3. Mailing address: _____
 4. Email Address _____
 5. Federal ID# / or Social Security No.: _____
 6. Website: _____
 7. How many years have you been engaged in business under the present firm name? _____
 8. Type of Entity: Corporation _____ Sole Proprietor _____ LLC Partnership _____
 9. When organized? _____ If a corporation, where and when incorporated? _____
 10. Is your Company Minority owned? Yes ___ No ___ Women owned? Yes ___ No ___
 11. Have you ever failed to complete any work awarded to you? If so, where and why? _____

 12. Have you ever defaulted on a contract? () Yes or () No If yes, please explain. _____

 13. Have you ever provided services as Affordable Housing Developer Partner under any other name? If yes, give the name.
- Name: _____

13. Explain your interest in this contract and what knowledge, skills, abilities, and experiences qualify you for this contract:

Are there any attachments to this document? () Yes () No _____ Pages

To the best of my knowledge, I certify that the information submitted on this form and any attachment thereto is true and correct.

Company Name: _____

Completed By: _____

Signature: _____

Title: _____

Date: _____

Phone No: _____

Fax No: _____

Email: _____

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:]

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/86)

Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts
Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

Applicability. This form HUD-6370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

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

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

2. Withholding of funds

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

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

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

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

- (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the industry; and
- (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

3. Records

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

4. Apprentices and Trainees

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

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

(ii)

A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii)

A training/trainee program that has received prior approval by HUD.

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

5. Disputes concerning labor standards

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

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

(ii)

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

(iii)

The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

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

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed			
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)
2. Project Name, Project Number, City and Zip Code			

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

Certification: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case may be, for approval to participate in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participant(s) further certify to the truth and accuracy of the following:

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

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)			Area Code and Tel. No.

Previous Participation Certification

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily housing programs of FmHA, State and local Housing Finance Agencies, if applicable. Note: Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

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

Part II- For HUD Internal Processing Only

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

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

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

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

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

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

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

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, 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 orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
 - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
 - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;
 - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;
 - (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and
 - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

