

**Roosevelt Residences
Property Management Software
Request for Proposals**

DEADLINE: JULY 6, 2018 - 11:59 P.M.

**Municipal Housing Authority of the
City of Utica, New York
509 2nd Street, STE 1
Utica, New York 13501-2450**

(315) 735-5246

**Contact Person:
John Furman
jfurman@uticamha.org
315.735.3362, ext. 34
315.982.3731**

SOLICITATION SUMMARY/INSTRUCTIONS

KEY DATES

RFP Release Date	June 25, 2018
Deadline for Submission of Proposals	July 6, 2018, 11:59 p.m.
Award	July 12, 2018
Software Roll Out	August 1, 2018

Proposals may be obtained by sending an email with the subject line –Roosevelt Software RFP-to: jfurman@uticamha.org. Copies may also be obtained in person at the offices of the Municipal Housing Authority of the City of Utica, New York (UMHA), 509 Second Street, STE 1, Utica, New York 13501.

SOLICITATION SUMMARY

The Municipal Housing Authority of the City of Utica, New York (UMHA or Housing Authority) and its affiliated entities are seeking proposals from qualified and experienced firms to provide, install, and continue to maintain web-based property management software for the Roosevelt Residences property. The project is under construction at this time and the first units will be available for occupancy October 1, 2018. The award for the contract will be made on July 12. The vendor must have the software operational on August 1.

ORGANIZATION OF RFP

This RFP is organized in three parts:

- Solicitation Summary/Instructions
- RFP Terms and Conditions
- Form to be submitted with the proposal

PROPERTY DESCRIPTION

Roosevelt Residences is a 50 unit, scattered site new construction affordable housing project located in the e City of Utica, New York. A multi-family development – with 1-, 2-,

ROOSEVELT RESIDENCES PROPERTY MANAGEMENT SOFTWARE REQUEST FOR PROPOSALS

3- and 4- bedroom units – the 50 total units will be scattered across 24 buildings (and one Resident Center) located on 11 sites throughout the neighborhood. Eight (8) of the units are designated permanent supportive housing for homeless veterans and the chronically homeless and provide support services to help foster independent living. Seven (7) units will be ADA compliant, offering units for persons with mobility, hearing or vision impairments.

All the units are Low-Income Housing Tax Credit. Ten of the units are HOME funded. As affordable housing, units will be available to individuals and families with incomes at or below 50% and 60% of the area median income (AMI). Twenty-five (25) units will receive rental subsidy with a Section 8 project based voucher provided by the UMHA.

As a scattered site project, units are expected to be certified for occupancy and filled as they are completed, with the first of such units will be available on October 1, 2018 and ongoing until 100% completion estimated for spring 2019.

The UMHA will serve as the project's property management firm. The UMHA has committed 25 Section 8 project based vouchers to the project. In 2016, the UMHA received an award from the Empire State Supportive Housing Initiative (ESSHI) which will provide funding to the project to pay for costs associated with the supportive services of the homeless housing units.

Norstar Development USA, L.P. is the project developer; the UMHA is co-developer. Norstar Building Corporation is serving as the general contractor. The UMHA will serve as property manager for the development. Roosevelt Residences LLC is the beneficial owner of the development; its managing member is the Roosevelt Residences Housing Development Fund Corp. sponsored by the UMHA. RBC Capital Markets is the equity investor for the project and KeyBank N.A. has provided the construction period letter of credit. Architecteam is the project architect.

QUESTIONS

Please direct all inquiries regarding this Request for Proposal to the following contact:

Mr. John Furman
Director of Grants, Programs, Compliance, and Monitoring
509 2ND Street, STE One
Utica, New York 13501-2450
(315) 735-3362, ext. 34/(315) 982-3731
jfurman@uticamha.org

Notification of changes in connection with this Request for Proposal will be made available to all interested parties via email.

HOW TO OBTAIN A RFP COPY

ROOSEVELT RESIDENCES PROPERTY MANAGEMENT SOFTWARE REQUEST FOR PROPOSALS

Request for Proposals are available at our offices located at 509 Second Street, STE 1, Utica, New York 13501. Request for Proposals may be requested by emailing John Furman at jfurman@uticamha.org.

Due Date for Proposals

Proposals are due on July 6, 2018, at 11:59 p.m. Please send a pdf copy of the Proposal to: jfurman@uticamha.org. A copy must also be emailed to jfurmanuticamha@gmail.com.

Proposals received after this date and time will not be accepted.

UMHA will make a decision based on the requirements and evaluation criteria contained within this RFP. The tentative contract award date is July 12, 2018 and launch of the software is August 1, 2018.

The Municipal Housing Authority reserves the right to reject any or all proposals and to advertise for new proposals to accomplish this solicitation by any means determined to be in the best interest of the UMHA. The UMHA reserves the right to waive any or all informalities, and to reject any or all proposals, or any proposal that is incomplete, conditional, obscure, or which contains irregularities of any kind, or any or all proposals not deemed to be in the best interest of UMHA. UMHA staff will evaluate proposals to determine the best proposal to satisfy the needs of UMHA. We reserve the right to modify this schedule at our discretion.

Please keep in mind that the terms "Vendor," "Firm," "Offerer," "Proposer," and "Company" are used interchangeably.

M/WBE AND SECTION 3 COMMITMENT

The UMHA encourages proposals from Minority and Women Business Enterprises as well as Section 3 firms. It is the policy of the UMHA to encourage Minority and Women Business Enterprises as well as Section 3 firm participation in this program by contractors, subcontractors, and suppliers, and all Proposers are expected to cooperate in implementing this policy.

POST-CONTRACT AWARD

The proposal must be submitted in conformance with the requirements of this Request for Proposals. All the forms are attached to this RFP. As a general requirement, the RFP specifies that all work is to be performed in accordance with professional standards, HUD regulations, requirements and criteria and local ordinances and statutes. It will be the UMHA's full expectation and a contractual requirement that the successful Proposer fully and routinely meet the above requirements. The selected Proposer(s) will only perform work which is authorized by the UMHA.

Prior to issuance of the notice to proceed, the selected Proposer must provide a certificate of insurance listing the UMHA as additional insured entities for general liability insurance covering bodily injury and personal injury of at least \$1,000,000.

SPECIFICATIONS OF SOFTWARE

The contractor shall provide compliance property management software with the following capabilities:

- Streamlined Workflow- must be able to provide a systematic way to process low income household application, certification, and resident information from initial contact through certification.
- Must provide modules offering the ability to identify prospects quickly, record contacts, input and output documentation and requirements, and track progress towards income certification.
- Must adhere to all regulations and requirements under the LIHTC program (IRS Section 42).
- Must adhere to all regulations and requirements under the project regulatory agreement (s).
- Automatically calculates the LIHTC Rent and Income Limits for any selected percentage of the Area Median Income (AMGI) for the selected project or county.
- Ability for client to input allowances by bedroom type to comply with the deduction of utility allowance from gross rents, as applicable.
- Must track and maintain data integrity.
- All communications must be authenticated and secure through SSL (Secure Socket Layers).
- All communications to the authenticated service must be secured by Firewall.
- Must offer the ability to track applications submitted.
- Ability to provide applicants with required income limits for each household size.
- Ability to manage pending applications and cancellations.
- An application process to include waiting list capabilities and daily traffic.
- Easy adjustments for error and adjustment tracking.
- Customizable verification letters, affidavits, and lease riders.
- Customizable reports (ADOBE, PDF, Crystal, Excel).
- Operational and Accessible 24 hour / 7 days a week.
- Software must be web-based and compliant with Roosevelt Residences' layered funding and subsidies - Low Income Housing Tax Credits, HOME, and Project-Based Section 8 requirements.
- A fully automated tenant certification process complete with a built in pass/fail reporting system that confirms and validates data as it is entered.
- Ability to accommodate waitlists, preferences, and turnover processing selects only applicants that are eligible for a given unit.
- Built in forms for verification and resident files.
- Online reporting capability that can be exported to Excel, Work PDF, and text files.
- Online storage and production of complete resident files and verification forms.

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- Comprehensive maintenance tracking and invoice processing.
- Capability to upload GL, AP, AR transactions into an accounting software package.
- An automated recertifications and follow-up.
- Ability to calculate low income limits and maximum tax credit rents.
- Capability to produce detailed compliance audit reporting.
- Supports multiple set asides by property or building and for fixed or floating units.
- Monitor the 140% and 170% income rules.
- Generate alerts to guide compliance with next available unit and student rules.
- Ability to produce vacancy, A/R, cash received, unit turnovers, and other reports for management.
- Built in security to control employee access and authorized tasks.
- Ability to conduct criminal and credit background checks.
- Manage maintenance and inspections activity.
- Manage workflow through scheduling, dispatching, and tracking activities.
- Schedule and assign work based upon staff availability and skill match.
- Comprehensive template-based inspections processing.
- Automatically generate work orders or inspections based on defined events.
- Track history of major asset replacements.
- Create detailed reports of completed maintenance and costs.
- Distribute invoice entry to properties and centralize AP approval and payment.
- Supportive services/human service coordination tracking.

PROPOSAL RANKING AND EVALUATION CRITERIA

The contract will be awarded to the Vendor whose proposal will be the most advantageous to the Utica Municipal Housing Authority and whose price and other factors considered are the most closely conforming to this RFP. Due to the evaluation procedure for the Request for Proposal, lowest dollar price MAY or MAY NOT indicate the successful Vendor. Price constitutes only one of the several evaluation criteria. The Evaluation Committee will judge the merit of the proposals/interviews received that shall include, but are not necessarily limited to those listed in the section below.

#	Evaluation Criteria	Weight
1	System Functionality/Ability to meet RFP deadlines	30%
2	Cost (both initial on ongoing support)	30%
3	Vendor Support	20%
4	Customer References/Company Experience	20%

RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Offerors shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services to be provided. The respondent(s) must not be debarred, suspended, or otherwise ineligible to contract with UMHA, and must not be included on the General Services Administration's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs," HUD's Limited Denial of Participation List, and New York State Debarment lists.

QUALIFICATION RESPONSE AND TECHNICAL RESPONSE REQUIREMENTS

ORGANIZATION OF PROPOSALS

The instructions below provide guidance on the preparation of proposals. Their purpose is to establish the requirements for the order and format of proposals so that proposals are complete, contain all essential information and can be evaluated easily. Please keep your proposal as brief as possible and provide a response to each question. Please email the proposal in pdf format to the indicated emails by the proposal due date and time.

The proposal will consist of eleven (11) sections. Assemble your submission in the order described below:

1. LETTER OF INTEREST SUMMARY LETTER

Each proposal shall be accompanied by a scanned letter of interest on the Respondent's letterhead. The letter should summarize briefly the firm's qualifications and past experience relevant to the proposed project. Vendors should provide information reflecting how and why vendor's products and services meet UMHA's needs. The letter must be signed by an authorized principal of the Offeror.

2. VENDOR EXPERIENCE AND QUALIFICATIONS

Provide a short description of the Firm's experience in the installation and maintenance of property management software systems. Describe the length of time Vendor has been providing the services requested by this RFP. Please include the following: history of the company, number of employees, and information about the company's knowledge of affordable regulations and method for keeping software current. Describe your company's experience in serving affordable housing and public housing properties. Include a statement supporting efforts to further Section 3 and M/WBE equal opportunity efforts.

3. CUSTOMER REFERENCES

Customer References should include a listing of at least five (5) current affordable housing customers. Provide the name, mailing address, telephone number and email of each reference.

4. CORE PRODUCT DESCRIPTION

Software Description: Provide a list of all software components, and any plan for expansion/future release dates. To what degree, is the software customizable? Does it include work order, accounting, and client case management?

Notable Features

This section should include any unique product features which the Vendor would like to describe.

5. PROPOSED IMPLEMENTATION TIMETABLE

Provide a timeline for the project. Specifically note milestones such as software customization, training, and roll out. Indicate whether your firm can meet the deadlines in this RFP.

6. INSTALLATION PLAN

Provide a plan for installing the software to meet the RFP deadlines. How will the full functionality of the software be verified?

7. TRAINING PLAN

Initial Training: Describe any and all training to be included as part of the proposed installation package. Include information on the training method, amount of training time, and at what point during the installation process the training will occur.

Ongoing Training: Describe any ongoing training programs the Vendor offers that are not included in the initial training.

8. MAINTENANCE PROPOSAL

This section should include detailed descriptions of all maintenance plans offered by the vendor. Descriptions should include:

- Support Hours (emergency and non-emergency)
- Types of Support (phone, e-mail, on-site, etc.)
- Guaranteed Response Times (emergency and non-emergency)
- List of Issues Supported
- List of Issues Specifically Excluded from Support
- Maintenance Services Included (software patches, HUD regulation changes, software customization, consulting, other).

9. COST PROPOSAL

Provide a cost proposal for the property management software for the Roosevelt Residences. Indicate the cost per unit/screening/applicant/file and what services will be rendered. Indicate whether billing would be monthly or annual. Include the following costs: customization, installation, training, travel, travel, credit and criminal background checks, periodic costs, extra costs for optional features, and on-going maintenance. Indicate the total cost and any additional and optional fees. Provide information regarding various cost options including costs for specific modules.

Ongoing Maintenance Cost: This is the cost of all maintenance and support for the product after the first year. If the Vendor offers multiple support programs, the cost of each program should be listed.

10.FORM

Your proposal must include a scanned signed copy of the following form:

- **Representations, Certifications & Other Statements Form (HUD 5369A)**

The form, which is included in the Forms section of the RFP, must be signed by an authorized official of your company.

HUD forms can be found at:

https://www.hud.gov/program_offices/administration/hudclips/forms

11.OTHER ATTACHMENTS

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

EVALUATION OF PROPOSALS

The UMHA reserves the right to reject any or all RFP responses or to waive any informalities or irregularities when, in the opinion of the UMHA, such rejections or waivers shall be to its interest or advantage.

We reserve the right to conduct software demonstrations, hold interviews, conduct reference checks, and conduct other activities needed for the evaluation of proposals before, during, and after the RFP process to ensure that the Housing Authority adheres to its due diligence requirements.

All proposals shall be evaluated based on the evaluation criteria outlined below. A Selection Committee shall be established and will be responsible for overseeing the selection process and making a recommendation for approval. The Selection Committee shall determine a competitive range based on the established criteria and point system as detailed below.

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

Description of the Municipal Housing Authority of the City of Utica, New York

Established in 1937, the UMHA was one of the first housing authorities formed in the U.S. It is a municipal public corporation funded by the United States Department of Housing and Urban Development (HUD), rental income, and private, state, and federal grants. HUD has designated the UMHA as a high performer public housing agency.

UMHA has a long and successful history in implementing and managing affordable housing and supportive services such as Section 8, homeless outreach, housing information/referral services, supportive housing, and service coordination.

The Housing Authority employs a staff of 55 full-time as well as part-time employees and 14 AmeriCorps volunteers. The UMHA Board of Commissioners is composed of seven members. Five board members are appointed by the Mayor of the City of Utica and two are elected by the residents of the Housing Authority developments.

The major provider of subsidized housing in Utica, the UMHA owns, manages, and supervises a total of 1,020 units. Of that number, 891 are public housing units, 36 are HOPE VI Stand Alone Tax Credit Units, and 93 are Project-Based Section 8 (New York State Public Housing). The UMHA has available 316 Section 8 (Housing Choice) Voucher units. Occupancy for public housing and mixed finance units remains at 98.5%.

The UMHA is an experienced affordable housing developer and construction manager. Through our HOPE VI project, the housing authority developed 109 rental units and 51 homeownership units. The housing authority is the co-developer for the 50 unit Roosevelt Residences project scattered site project in Cornhill which commenced construction in October 2017. The project which will cost \$15,000,000 will be financed by the Low-Income Housing Tax Credits, New York State Housing Finance Agency, Homeless Housing and Assistance Program, City of Utica HOME, and the New York State Office of Temporary and Disability Assistance. Eight of the units will be designed for homeless veterans and the chronically homeless. In 2014, the UMHA also recently developed and sold 7 new single family homes to first-time low-income homebuyers as part of the City of Utica HOME Program West Utica Homeownership Project. An additional 8 homes were built as part of the Oak Street project. It successfully completed the New York State Main Street project which resulted in the development of 12 new rent controlled apartments and 9 commercial units in the Busy Corner Business District in Downtown Utica. In 2014, the UMHA completed the construction of two new buildings consisting of a total of 12 units on the grounds of the existing Humphrey Gardens development. The UMHA recently developed a partnership with Utica College and BBL Construction Services to develop a new \$14 million student housing project which will be ready for occupancy in 2019.

APPENDIX

RFP TERMS AND CONDITIONS

1. CONTRACT FORM AND ISSUES

No contractual rights shall arise from the process of negotiation until such time as the Municipal Housing Authority of the City of Utica, New York and the selected vendor has signed an agreement. Work under the agreement shall commence immediately upon execution of such agreement. Parties further concur that the UMHA must approve the agreement and both agree to work diligently to implement changes as required.

2. CONTACT WITH THE MUNICIPAL HOUSING AUTHORITY OF THE CITY OF UTICA, NEW YORK, STAFF AND BOARD OF COMMISSIONERS

During the solicitation process period and subsequent evaluation process, offerors shall not make any contact regarding this REQUEST FOR PROPOSALS with the UMHA staff, Board of Commissioners or residents other than those identified in the Solicitation Summary of this Request for Proposals.

3. INCURRED COST IN PREPARATION OF PROPOSALS

The Offeror shall be responsible for all costs in preparing a response to this REQUEST FOR PROPOSALS. All material and documents submitted by the Offeror shall become property of the UMHA and will not be returned. The Offeror selected for further interviews and negotiations shall be responsible for all costs incurred during those processes.

4. MBE/WBE UTILIZATION AND RESIDENT EMPLOYMENT GOALS

The UMHA is committed to achieving diversity in the award of contracts and in the purchase of goods and services throughout all aspects of the development initiatives. It is the policy of the UMHA to provide minorities and women equal opportunity to participate in all aspects of UMHA contracting and purchasing programs, including but not limited to participation in procurement contracts for commodities and services as well as for contracts relating to construction, repair work, and/or leasing activities.

It is further the policy of the UMHA to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination.

The UMHA in cooperation with other local, state, and federal agencies, and with the assistance of minority groups and agencies, will actively seek and identify qualified minority and women business enterprises and offer them the opportunity to participate as providers of goods and services.

Even though the UMHA has not established any specific goals for MBE/WBE and Section 3 utilization for this project, it is expected that Offerors will submit, as a part of their response to this RFP, their goals for this particular project.

5. GENERAL OVERVIEW

ORAL COMMUNICATIONS: Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

DELIVERY REQUIREMENT: Each Respondent shall assume the risk of the method of dispatching any communication or proposal to UMHA. UMHA assumes no responsibility for delays, delivery or system failures resulting from the dispatch.

RESERVATION OF RIGHTS: UMHA reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.

AMENDMENTS: Only UMHA's official, written responses and communications shall be considered binding with regard to this RFP. UMHA reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, posting on UMHA's website or other electronic means).

MODIFICATION OF SOLICITATION: UMHA reserves the right to increase, reduce, add, or delete any item, service or activity to this solicitation as deemed necessary where it is consistent with UMHA's policies or strategies to do so.

MODIFICATION OF CONTRACT: UMHA reserves the right to increase or delete any scheduled items, goods, services or activities, and/or increase or reduce the quantity of any scheduled item, goods, service or activity as deemed necessary, to award portions of this RFP, to waive minor informalities and technicalities, and to make awards consistent with UMHA's policies, and the applicable laws governing HUD or other federally regulated programs.

CONTRACTOR STATUS: The Contractor shall be an independent Contractor, and will not be an employee of UMHA.

FUNDING LIMITATIONS: UMHA shall not be bound to any contract if funding has been disallowed by HUD or other funder.

GOVERNMENT RESTRICTIONS: In the event any governmental restrictions may be imposed, which would necessitate alteration of the material, quality, workmanship or performance of the

goods or services offered, it shall be the responsibility of the successful Respondent(s) to immediately notify UMHA in writing specifying the regulation which requires an alteration. UMHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to UMHA.

SECTION 3: The successful Respondent(s) shall comply with all applicable provisions 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, and all applicable rules, directives and orders issued by HUD thereunder. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment generated by a Section 3 covered contract be given to public housing residents and other low income persons residing in the metropolitan area, and subcontracts in connection with such contracts be awarded to Section 3 covered business concerns.

DUE DILIGENCE: All procurement transactions shall be conducted only with responsible contractors, that is, those Contractors who have the technical and financial competence to perform and who have a satisfactory record of integrity and performance. Where warranted and before awarding a contract, UMHA shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over \$100,000 in total contract value). Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. UMHA shall not contract with firms and/or individuals listed on List of Parties Excluded from Federal Procurement and Non-procurement Programs as well as New York State debarment lists. If a prospective Contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

6. SELECTION PROCESS

UMHA will use the following process to evaluate proposals. In its sole discretion, UMHA may change both this process and the schedule.

REVIEW FOR COMPLIANCE WITH SUBMISSION REQUIREMENTS

Proposals that arrive at UMHA by the due date and time will be opened by UMHA's Contracting Officer or his/her designee. UMHA will initially review all proposals to determine if they comply with the submission requirements specified in this RFP. UMHA may reject any proposal without further review if UMHA in its sole judgment determines that the proposal does not comply with these requirements. UMHA may also reject without further review any proposal that in UMHA's

sole judgment deviates significantly from the requirements of this RFP. UMHA may, in its sole option and discretion, allow a respondent to later correct minor omissions, informalities or irregularities.

RANKING

An Evaluation Committee that UMHA will convene (the "Committee") will review all responsive proposals according to the criteria set forth in this RFP for the selection of respondents that are the most advantageous to UMHA based on the evaluation criteria. The Committee will rank the respondents according to said criteria. UMHA may also engage in site visits, software demonstrations, email, and phone calls, in its sole discretion, as may be deemed appropriate to determine respondent's reasonable chance of being selected for award. The Committee shall designate the respondents, based upon this evaluation, into one of three (3) groups: (i) acceptable; (ii) potentially acceptable; (iii) unacceptable. UMHA will not give further consideration to unacceptable proposals.

With or Without Discussions and Oral Interviews

At the UMHA's option, Responders may be asked to participate in an interview process to allow the UMHA to ask specific questions regarding the response to the RFP. Software demonstrations may also be scheduled. Applicants may be asked to submit additional information or to clarify items in the proposal.

The Committee or someone it designates for the purpose may conduct separate discussions, which may involve an interview, with each respondent designated acceptable or potentially acceptable. The purpose of these discussions would also be to ensure that each respondent understand the work to be performed.

UMHA reserves the right to proceed in its evaluation without discussions.

While the UMHA reserves the right to conduct negotiations with one or more Respondents, the UMHA may make a contract award with or without interviews and with or without negotiations.

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

WRITTEN MODIFICATION OF PROPOSAL

Each respondent may submit a written modification of their proposal within five (5) days after any such discussion.

BEST AND FINAL OFFERS

UMHA will invite the respondents deemed acceptable or potentially acceptable to submit a “best and final offer” by a specified date and time. If respondents do not submit a best and final offer, or a notice of withdrawal, the previous offer shall be constructed as their best and final offer.

FINAL RANKING

The Committee shall make a final ranking of the respondents using the criteria in this RFP. Based upon the Proposals, potential interviews, reference checks, and best and final offers, the UMHA Evaluation Committee will identify the highest ranking Respondent and recommend selection to the UMHA Board of Directors for award.

NEGOTIATION OF CONTRACT

UMHA will attempt to negotiate a contract with the chosen respondent(s), including an agreement on a fair and reasonable price and other business terms. If negotiations are not successful, UMHA 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.

PROPOSAL EVALUATION PERIOD

During the period when proposal evaluation is being conducted, all proposal details, analyses and scoring (preliminary or otherwise) are confidential. This measure simply maintains the integrity of UMHA’s procurement system. No UMHA personnel in any office can discuss information pertinent to any proposal during this period. Violation of the confidentiality of proposals pending award seriously compromises UMHA in establishing contractual agreements and may result in the disqualification of the respondent from this procurement action.

7. EXECUTION OF CONTRACT

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful respondent shall execute and deliver to the UMHA Board, a signed contract/developer agreement and all insurance certificates, licenses, permits, etc., required in this solicitation and be ready to implement the services at the end of the ten (10) day period, or such longer time period as UMHA may specify in writing.

LAWS AND REGULATIONS

The Contractor(s) shall at all times observe and comply with laws, statues, ordinances, regulations and codes of the Federal, State, County and local government agencies, which may in any manner affect the performance of the Contractor(s) and in particular any such laws pertaining to safety.

INDEMNIFICATION

Contractor(s) expressly agrees to indemnify and hold harmless the UMHA from all losses, costs, damages and/or expenses with respect to all demand claims, suits, and/or judgments for personal injuries, including death, to any person (including but not limited to third parties, employees of UMHA, employees of Contractor or and sub-contractor and their dependents or personal representatives) or damages to property to any person arising by reason of any act or omission, negligent or otherwise, either by Contractor or by sub-contractors or the employees or agents of either of them. Contractor further agrees to defend UMHA to reimburse UMHA for any reasonable cost and expense, including attorney's fees, which UMHA may incur or be put for the defense from any such claim.

RIGHT TO AUDIT

Contractor shall make available for audits its books, records, ledgers, and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the UMHA internal and external auditors.

RETENTION OF RECORDS

The contractor shall maintain the records pertaining to billings for a period of five (5) years after the contract is terminated and audited by UMHA.

LIMITATIONS

This RFP is issued only to solicit proposals as identified herein. The UMHA and its Board of Commissioners are in no way committed hereby to accept or award any contracts to any Contractor(s). The final decisions to award any contract to any Contractor(s) rest with the UMHA Board.

CONTRACT ADMINISTRATOR

The Contractor(s) is to provide a contact person during the period of performance of the contract for prompt contract administration. The designated representative to be contacted during the period of performance of this contract will be specified in the award contract and/or the Notice to Proceed.

CONTRACT ENFORCEMENT

If a contractor fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, or program plan and/or agreement, UMHA may take one or more of the following actions:

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- **Withhold Payments.** Temporarily withhold cash payments pending correction of the deficiency by the contractor.
- **Disallow Activity.** Disallow all or part of the cost of the activity or action not in compliance.
- **Suspend or Terminate Award.** Wholly or partly suspend or terminate the current award for the program and/or services.
- **Without Further Awards.** Withhold further or future awards for the program.
- **Other Actions.** Take other legal or equitable remedies that may be legally available.

Costs incurred by the contractor during a suspension or after a termination of an award are not allowable unless approved in writing by UMHA.

TERMINATION OF CONTRACT FOR CONVENIENCE

UMHA may terminate the contract agreement for convenience or for failure of the Contractor to fulfill contract obligations. UMHA shall terminate by delivering to the Contractor a Notice of Termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the UMHA all information, reports, paper and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of UMHA, UMHA shall be liable only for payment for accepted services rendered before the effective date of termination.

NO GUARANTEED MINIMUM

Under this contract, UMHA reserves the right to make multiple awards and to pursue alternate contract agreement to meet its needs for the Services and related activities how and when, at its sole judgment and discretion, deems is in the best interest of its operations or strategic vision. The UMHA offers no guarantee minimum quantities to be procured under this solicitation or any resultant agreement or contract.

REPORTING/AUDITING REQUIREMENTS

UMHA reserves the right to conduct a financial and operational review and/or audit of the books and records of Respondent(s) and/or any other provider of the goods and services under this RFP. Such records shall include, but not be limited to Service and Audit Records, and Financial and Invoice Records.

OWNERSHIP OF DATA AND MATERIALS

All data, material and documentation either prepared for or by UMHA pursuant to this RFP and/or contract shall belong exclusively to the UMHA.

COMPETITION INTENDED

It is the UMHA's intent that this RFP promotes competition. It shall be the Respondent's responsibility to advise the UMHA noted contact, in writing, if any language, requirement, specification, etc., or any combination therefore, inadvertently restricts or limits the requirements stated in the RFP to a single source. The UMHA Contact must receive such notification not later than the Inquiry Deadline.

BEST AVAILABLE DATA

All information contained in this RFP is the best data available to the UMHA at the time the RFP was prepared. The information given in the RFP is not intended as representations having binding legal effect. This information is furnished for the convenience of respondents and UMHA assumes no liability for any errors or omissions.

COSTS BORNE BY RESPONDENT

All costs related to the preparation of Proposals and any related activities are the responsibility of the respondent. The UMHA assumes no liability for any costs incurred by the respondent throughout the entire selection process.

STAFF ASSIGNMENTS

Any future changes to the proposed staff allocation for this project will be subject to the approval of the UMHA. The UMHA has the right to reject an individual in the firm and/or to request a change in staffing on the proposed scope and/or to refuse a change in staffing on the proposed scope, before and during the completion of the scope of work.

NON-DISCRIMINATION

Attention is called to the fact the Respondent must ensure that employees and applicants for employees are not discriminated because of their race color, religion, sex or national origin.

HUD APPROVAL

The Respondent is advised that fee, contract award, contract documents, notice of award, notice to proceed and payment for services may be subject to HUD approval, and withholding of contract approval by HUD shall immediately nullify the contract without liability by either party irrespective of whether the contract was executed by any one or both parties.

SECTION 3

ROOSEVELT RESIDENCES PROPERTY MANAGEMENT SOFTWARE REQUEST FOR PROPOSALS

The contract is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968 as amended. This provides special consideration of qualified Section 3 firms in addition to training, employment, and business opportunities, if feasible, for lower-income residents, as defined by HUD, of the project area.

COMMUNICATION WITH RESPECT TO THE RFP

To maintain the integrity of the procurement process, all communication regarding this RFP must be presented to the UMHA's contact. Respondents are instructed not to communicate with residents, other UMHA staff and/or Board members about this procurement during the procurement period. Evidence of any such communication by any Respondent may be cause for disqualification from this procurement.

If the Offerer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Offerer shall immediately notify the UMHA Contact Person of such error in writing and request clarification or modification of the document.

If prior to the deadline an Offerer fails to notify the UMHA of a known error in or omission from the RFP, or of any error or omission or prejudice in bid specification or documents with the RFP that the Offerer knew or should have known, the Offerer agrees that it will assume such risk if awarded funds, and the Offerer agrees that it is precluded from seeking further administrative relief or additional compensation under the contract by reason of such error, omission, or prejudice in bid specification or documents.

8. STANDARD UMHA PROPOSAL TERMS AND CONDITIONS

Proposers are requested and advised to be as complete as possible in their response. The UMHA reserves the right to 1) contact any proposer to clarify any response; 2) contact any current users of the proposer's services; 3) solicit information from any available source concerning any aspect of the proposal; 4) check references; 5) conduct credit and Lexis Nexus checks; and, 6) seek and review any other information deemed pertinent to the evaluation process.

The UMHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of RFP. The UMHA further reserves the right to waive any minor informalities or the failure of any Proposer to comply therewith, if it is in the public interest to do so. Finally, the UMHA reserves the right to terminate the RFP process at any time, if deemed by the UMHA to be in its best interests.

The UMHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

The UMHA reserves the right to cancel this RFP or contracts resulting from the project in the event of the unavailability of funding or any other reason.

ROOSEVELT RESIDENCES PROPERTY MANAGEMENT SOFTWARE REQUEST FOR PROPOSALS

The UMHA reserves the right not to award a contract pursuant to this RFP. Proposals which appear unrealistic in the terms of management commitments or are indicative of failure to comprehend the complexity of this RFP and subsequent contracts may be rejected.

The UMHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

This request does not commit the UMHA to award a contract or to pay for any costs incurred in the preparation of any proposal to this request. The Proposer assumes all responsibility for submission of proposal and meeting of required deadlines. The UMHA reserves the right to negotiate the fees proposed by the proposer entity.

The UMHA reserves the right to accept or reject any or all of the proposals received. It also reserves the right to negotiate with all qualified and approved proposers or to cancel all or any part of this request for proposal. Proposers may be required to participate in negotiations that could result in revisions to the proposal.

The UMHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the UMHA Contracting Officer (CO).

The UMHA may award a contract based solely on the proposal received without further discussion with the proposer. Therefore, proposals received should reflect the most favorable terms from a cost/benefit standpoint. The may request additional data, discussion or a presentation of the proposal.

The UMHA will reject the proposal of any Proposer who is debarred by the U. S. Department of Housing and Urban Development (HUD) from providing services to public housing authorities and other HUD grantees, and reserves the right to reject the proposal of any Proposer who UMHA's previously failed to perform any contract properly for the UMHA.

The determination of the criteria and process whereby proposals are evaluated and the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP shall be at the sole and absolute discretion of the UMHA.

The purpose of this RFP is to solicit meaningful proposals so that the UMHA may select, from among a range of proposals that which best meets its needs and requirements. It is further desired that the RFP process will ensure cost-competitiveness among Proposers. The UMHA urges all interested Proposers to carefully review the requirements of this RFP. Written proposals containing the requested information will serve as the primary basis for final selection, supplemented by other means as described below.

All proposals will be reviewed by the UMHA based on the evaluation criteria contained in this RFP. The UMHA will select the top proposer based upon our evaluation of the proposal, and the fee proposal (not necessarily the lowest pricing). The specific evaluation criteria and respective weighting are detailed in this proposal. The UMHA reserves the right to include interviews by telephone or in person if it determines this is necessary.

The UMHA expects to enter into contract negotiations with the top ranked individual, during which the UMHA and the proposer will resolve any necessary issues that need to be addressed prior to entering into a contract. If, in the sole judgment of the UMHA, these negotiations are not successful, we reserve the right to enter into negotiations with other individuals, proceeding in the order of their initial ranking. Proposals may be withdrawn by written request prior to award.

ROOSEVELT RESIDENCES PROPERTY MANAGEMENT SOFTWARE REQUEST FOR PROPOSALS

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. The UMHA and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The successful Proposer may not assign their rights and duties under an award without the written consent of the UMHA. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

The UMHA is committed to promoting participation in our contracts by businesses owned and operated by minorities and women and Section 3 Business Concerns. It is the policy of the UMHA to use best good faith efforts, consistent with applicable federal regulations, to fully promote participation and utilization of these firms in all areas of contracting. Selected Proposers are expected to demonstrate diligence to achieve participation and utilization.

Upon award, the selected Proposer will be required to enter into a confidentiality agreement to safeguard client data and protect proprietary information.

The UMHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.

Proposer will ensure that it and persons working on its behalf do not undertake any representation or other relationship that places it in an actual or potential conflict of interest position with any other entity. The UMHA requires the proposer to disclose the conflict in writing to the Executive Director. The UMHA's consent and waiver to the conflict must be obtained in writing.

The selected proposer shall furnish the UMHA original Certificates of Insurance evidencing the required coverage on the effective date of the Agreement(s) resulting from this RFP.

The proposer shall give the UMHA permission to perform credit check and Lexus Nexus check during the course of evaluating proposal.

The UMHA retains the right of final approval of any sub-contractor of the selected individual or firm who must inform all sub-contractors of this provision.

All documents produced under contract to the UMHA must be submitted to the UMHA in a digital format that meets the UMHA's requirements. All documents and products created by the selected individual or firm and their sub-contractors shall become the exclusive property of the UMHA.

By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

The UMHA is committed to affirmatively further fair housing for all persons regardless of race, color, national origin, religion, sex, sexual orientation, or familial status. We comply with Title VIII of the Federal Civil Rights Act of 1968, also referred to as the "Fair Housing Act," which prohibits discrimination against occupants on the basis of race, color, religion, sex or national origin. The UMHA also adheres to the Federal Fair Housing Amendments Act of 1988 Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Action (ADA) of 1990, the New York State Human Rights Law, and Section 602 of the New York State Private Housing Finance Law. The "Fair/Equal Housing Opportunity" logo must be displayed on any advertisements in connection with the

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project. All contractors retained for our projects must promote fair housing and comply with the Fair Housing Act and fair housing laws and regulations.

The contract may be terminated by either party upon written ten (10) days notice prior to cancellation.

The UMHA will award a contract according to the Evaluation Criteria contained herein, provided the Proposal is in the best interest of the UMHA. The proposer to whom an award is made will be notified at the earliest practicable date. No award may be made to a person who is on the list of entities ineligible to receive awards from UMHA, State of New York, or the United States, as furnished from time to time by HUD.

All costs incurred in the preparation and presentation of proposals shall be wholly borne by each proposer. All supporting documentation and manuals submitted with each proposal will become the property of the UMHA unless otherwise indicated by the proposer at the time of submission.

The UMHA is not liable for any costs incurred by any proposer prior to issuance of a Notice to Proceed.

Any materials submitted by proposer that is to be considered as confidential must be clearly marked as such.

FORM

Representations, Certifications & Other Statements Form (HUD 5369A)

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)