

**CHARLESTON-KANAWHA  
HOUSING AUTHORITY**

**REQUEST FOR PROPOSALS**

**DEVELOPMENT PARTNERS**

1525 Washington Street West  
Charleston, WV 25387-2315

**Issuance Date:**  
**February 20, 2024**

**Submission Deadline:**  
**April 2, 2024.**

**CHARLESTON-KANAWHA HOUSING AUTHORITY**  
**REQUEST FOR PROPOSALS FOR DEVELOPMENT PARTNER(S)**

RESPONSES DUE BY: April 2, 2024, 3:00 P.M. EST.

## 1. INTRODUCTION

The Charleston-Kanawha Housing Authority, a West Virginia public body corporate and politic ("CKHA"), is requesting proposals and Letters of Interest from experienced development entities to provide expertise in the redevelopment of multiple CKHA public housing properties. CKHA intends to select one, or more, development partners. The selected development partner(s) (each a "**Development Partner**") will be part of a pool of developers from which CKHA will procure more specific services as future development projects materialize.

CKHA has prioritized the following public housing redevelopment opportunities:

- **Carroll Terrace:** a high rise building of twelve floors built in 1972 containing 199 apartments (153 efficiency units, 44 one-bedroom units and 2 two-bedroom units). Carroll Terrace is located at 1546 Kanawha Boulevard East in downtown Charleston, WV. CKHA would like to reconfigure the units at Carroll Terrace or possibly transfer the assistance to a new site and sell the existing site at fair market value.
- **Orchard Manor:** twenty-seven buildings built in 1955 containing 150 units (4 one-bedroom units, 118 two-bedroom units, and 28 three-bedroom units. Orchard Manor is located at 900 Griffin Drive, Charleston, WV. CKHA would like to substantially renovate Orchard Manor and decrease density by demolishing 16 units.
- Certain affordable multifamily communities commonly known as **Charleston Replacement Housing Phases 1, 2, and 4** which are owned and operated by CKHA, or its affiliates (collectively, "**CRH**"). CKHA is considering combining these properties with the Orchard Manor Redevelopment because of their proximity to Orchard Manor.
- **South Park Village:** twenty-two buildings built in 1972 containing 80 units (37 three-bedroom units, 29 four-bedroom units, 10 five-bedroom units, and 4 six-bedroom units). South Park Village is located at 680 South Park Road, Charleston, WV. CKHA would like to demolish South Park Village and develop new construction on only a portion of the existing site.

The above named properties will be redeveloped using some or all of the following sources: tax-exempt bonds and equity raised in connection with an award of low-income housing tax credits ("**LIHTC**"), Fannie Mae, Freddie Mac and/or Federal Housing Administration loans, national trust funds, state and federal historic tax credits, HOME, CDBG and loans provided under the Affordable Housing Program through the Federal Home Loan Bank, long-term subsidy pursuant to the U.S. Department of Housing and Urban Development's ("**HUD**") Rental Assistance Demonstration ("**RAD**") or Section 18 of the National Housing Act-, HUD-insured and conventional loans secured by a mortgage (based on rent structures or mortgage payments that can be supported), non-governmental grants, and other possible sources of funding and subsidy, whether available now or to be obtained or procured by Development Partner;

Respondents under this Request for Proposals ("**RFP**") are expected to coordinate and/or provide master planning services, development services, construction services, and financing once projects become available. Respondents should consider their organizational capacity, areas of expertise, prior development experience including RAD, Section 18, and/or HOPE VI, proposed building types, resident population, and current workloads when submitting proposals under this RFP.

CKHA anticipates having at least three primary development opportunities within the next 12 months.

**Public Housing Conversion:** CKHA intends to enter into an agreement with one or more developers to jointly redevelop up to three (3) public housing developments (the "**Conversion Projects**") under the RAD and/or Section 18 Demo/Dispo programs or by other means available. Because it is CKHA's goal to serve Charleston residents with low and very low incomes, it is expected that the Project will incorporate affordable and public housing resources and possibly expand affordable housing opportunities. The public housing conversions will result in Section 8 Project-Based Voucher (PBV) replacement subsidy.

**Other Projects:** CKHA intends to use this RFP to select development partners for the Conversion Projects and future development opportunities as projects are identified. Included for information purposes is a Strategic Plan completed in 2020 by D L Morgan & Associates.

## 2. AGENCY BACKGROUND

The following information is provided to aid prospective Respondents in understanding CKHA's objectives and services requested under this RFP.

CKHA is a public housing agency established in 1939. The agency's main office is located at 1525 Washington Street West, Charleston, WV 25387.

***CKHA's mission is to provide every resident with a decent, safe, affordable place to live while linking or providing programs that will assist them on their journey to self-sufficiency.***

CKHA is headed by a Chief Executive Officer and governed by a five-person Board of Commissioners ("BOC") and is subject to the requirements of Title 24 of the Code of Federal Regulations ("CFR"), state law, program, and administrative policies. There are approximately 70 staff members in the organization who perform the following functions: property management, resident service coordination, administrative/finance functions, maintenance/modernization services and rental assistance program administration.

CKHA assists eligible families address their housing needs through a variety of housing programs including Low Rent Public Housing and Housing Choice Vouchers ("HCV"). CKHA owns and operates 1,151 units of public housing at 12 sites and assists over 3,000 families through the HCV program in Kanawha, Putnam, and Clay Counties.

CKHA has a non-profit instrumentality, Housing Innovations Corporation ("HIC") a 501 (c) (3) entity, created in 2005 to serve as CKHA's development and management component. In 2007, CKHA began to redevelop its severely distressed public housing sites through the Low-Income Housing Tax Credit program. To date, a total of ten phases have been completed, representing an investment of \$75 million, resulting in 396 new units of affordable housing. All units are managed by HIC, including 204 through the Project-Based Voucher program.

In 2021, CKHA was selected as a Moving to Work ("MTW") agency under Cohort II, Stepped/Tiered Rent Demonstration program.

For more information on CKHA please visit [www.ckha.com](http://www.ckha.com).

## 3. SCOPE OF SERVICES

CKHA's goal is to proceed with the redevelopment of the properties identified as expeditiously as possible. CKHA desires to participate in the RAD and/or the Section 18 Demolition Disposition programs. Responses that demonstrate an ability to complete the renovation of an affordable multi-family development on the

earliest possible, realistic schedule will be favorably received by CKHA. Respondents must certify to their ability to start work immediately and should propose a staffing plan that describes the existing time commitments of the staff proposed to be assigned to the project and whether any of the staff will be based in the Charleston area.

Respondents are encouraged to present to CKHA an experienced and qualified team including the trades required for the success of revitalization of units. CKHA has engaged a public housing repositioning Consultant, Recap Advisors, and has engaged legal counsel, Reno & Cavanaugh, PLLC, to work on CKHA's behalf. Respondents are encouraged to present additional team members that would be necessary for successful completion of the Conversion Projects.

CKHA, or one of its affiliates, will serve as a co-developer for the Conversion Projects. CKHA or an affiliate of CKHA will manage the Conversion Projects.

#### **4. PROGRAM PARAMETERS**

Respondents are strongly encouraged to examine the proposed program parameters outlined below and reply with creative partnership(s) that are responsive to the market and the surrounding community and provide for successful development and/or redevelopment of the subject properties.

Plans for development shall be consistent with the following minimum requirements:

- Include CKHA as a co-developer, sharing in the developer fee along with revenue and/or income generated from redevelopment of the properties with CKHA.
- Leverage and maximize existing CKHA land to assure replacement of existing units, if required.
- Provide employment opportunities for CKHA residents as well as improve their quality of life through site development.
- Underwrite the cost of relocation into the development budget.
- Participate in collaborative planning with residents.
- Provide a right of first refusal and purchase option for CKHA, or its qualified nonprofit affiliate, to acquire each of the Conversion Projects at the completion of the low-income housing tax credit compliance period, if applicable.

#### **5. REQUEST FOR PROPOSAL AND SUBMITTAL INSTRUCTIONS**

##### **Procurement Standards**

All matters and issues related to this RFP and any contract resulting from the RFP shall be governed by the procurement principles set forth in 2 CFR Part 200, the HUD Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, REV-2 (2/2007); and the Statement on Procurement Policy for CKHA and its implementing procedures. In the event of a conflict between this RFP, 2 CFR Part 200 and Handbook 7460.8, REV-2 or CKHA procurement policy or procedures, the provisions 2 CFR Part 200 and Handbook 7460.8, REV-2 shall govern.

##### **Estimated Selection Timetable**

CKHA shall utilize the following estimated schedule to review proposals. However, Respondents are advised that any failure on the part of CKHA to complete the procurement within the estimated schedule shall not be grounds for a protest or claim by any Respondent.

ACTION	ESTIMATED DATE OF COMPLETION
RFP Issued & Made Available	February 20, 2024
Deadline for Submitting Written Questions	March 12, 2024
Issue Response to Questions	March 15, 2024
Proposal Submission Deadline	April 2, 2024
CKHA Completes Initial Review of Proposals	April 9, 2024
Oral Interviews, IF NECESSARY, completed	April 16, 2024

### **Submission of Response to the RFP**

Any party interested in being considered for the award must submit a written proposal in response to this RFP in accordance with the instructions and terms hereunder.

### **Response Submission Deadline**

CKHA must receive the Proposal by 3:00 p.m. EST., April 2, 2024, at the location designated below. It is the Respondent's responsibility to ensure that the proposal is delivered by the designated time and date. Proposals which for some reason are not delivered within the deadline will not be considered and will be returned unopened to the Respondent.

### **Place of Submission**

Respondents have two options for submission:

1. Hard Copy: provide one original and one copy in a sealed envelope mailed to the address below,:

Charleston-Kanawha Housing Authority  
1525 Washington Street West  
Charleston, WV 25837-2315  
Attn: Mark Taylor, Chief Executive Officer

2. Electronic: proposals may be submitted via Sharefile or other file sharing system and uploaded as a Bookmarked PDF.

Attn: Mark Taylor, Chief Executive Officer ([MTaylor@ckha.com](mailto:MTaylor@ckha.com))

Offers by telegram, telephone, or facsimile, and handwritten proposals will not be accepted by CKHA.

### **Questions and Interpretations**

Any requests for interpretation or questions concerning this RFP must be emailed or be submitted in writing to the address listed above and received no later than 4:30 p.m. on March 12, 2024. Inquiries must reference the RFP title, and the deadline for receipt of the RFP. No interpretations shall be considered binding unless provided in writing by CKHA's President/CEO or designee.

### **Preparation of Proposals**

Respondents are expected to examine all elements of the RFP including the Scope of Services, Program

Parameters, submission requirements, evaluation criteria, equal opportunity compliance requirements, and all instructions prior to preparing the proposal. Failure to do so will be at the Respondent's risk. Offers of services other than those specified will not be considered. All costs incurred, directly or indirectly, by the Respondent including travel, preparation, submission, and miscellaneous expenses, in response to this RFP shall be the sole responsibility of the Respondent and shall be borne by the Respondent.

#### **Execution of Proposals**

The original proposal and all documents, along with the one duplicate, must each contain a manual original (or electronic) signature of an authorized representative of the Respondent. All corrections made on the proposal must be initialed by the authorized representative of the Respondent. The company name must appear on the cover sheet. The proposal must include all documents, materials and information required herein.

#### **Attachments**

Each writing or other document referred to in this RFP as being attached hereto as an attachment or otherwise designated herein as an attachment hereto is hereby made a part of this RFP. The Respondent is required to complete the certifications and representations attached hereto as part of the RFP package and shall be subject to the requirements therein.

#### **Confidentiality**

There will be no public opening of proposals. All proposals and information concerning same shall remain confidential until all negotiations are completed. Respondents are hereby notified that all Proposals received by CKHA shall be included as part of the official contract file. Therefore, any part of a proposal that is not considered confidential, privileged, or proprietary under any applicable Federal, State or local law shall be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State, and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal package.

## **6. EQUAL OPPORTUNITY REQUIREMENTS**

#### **Subcontracting with Small and Minority Firms and Women-Owned Business Enterprises:**

The proposal must include the Respondent's MBE utilization plan. It is CKHA's policy to ensure that Minority Business Enterprises ("MBEs") and Women-owned Businesses ("WBEs") are provided maximum opportunity to participate in contracts administered by CKHA. This requirement applies to all minority and non-minority businesses performing as the prime contractor. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." For these purposes, a minority person is defined as a member of a socially or economically disadvantaged minority group.

Other funding sources, such as HOME and CDBG, have their own MBE and WBE requirements that will be applicable if such sources are utilized. The more stringent of the requirements will apply.

#### **Section 3 Compliance Strategy**

The proposal must include the Respondent's plan for complying with the requirements of Section 3 if awarded the contract. The development team shall be required to 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 there under. 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 which are located in or owned in substantial part by persons residing in the areas of the Project.

## **7. RFP ACKNOWLEDGEMENT OF RECEIPT**

Recipients of the RFP should complete the RFP Acknowledgement of Receipt attached to this RFP and immediately return it to CKHA. Potential respondents are solely responsible for accurately and timely notifying CKHA as to its appropriate contact information. If CKHA finds it appropriate to send notices to recipients concerning any revisions or clarifications to this RFP or other notices, CKHA will rely on information submitted in this form for any such notices.

## **8. THE DEVELOPMENT PARTNER'S ROLE**

The actual services delivered in connection with the development of each of the Conversion Projects, must include development services reasonably required to complete the planning and development of such developments and will include, but not be limited to:

**Ownership Structure and Land Control.** It is expected that the Developer Partner together with CKHA will form a limited partnership for the purpose of owning a designated project. A for-profit subsidiary or an affiliate of CKHA will serve as the sole general partner and shall have primary responsibility for the management of the partnership. Title to the land for the project shall remain with CKHA, and CKHA will enter a long-term ground lease with the partnership as tenant. This ownership structure is expected to generate a 100% ad valorem tax exemption for the project.

**Market Analysis and Appraisal.** A detailed market study shall be required to determine the overall feasibility of the conceptual plan of the development project. The selected Developer Partner will also be responsible for any additional market analysis and appraisals to develop and obtain financing for the development project.

**Financing.** The Developer Partner will assist CKHA in arranging private equity and debt financing to leverage funds available for the development and to secure all financial commitments necessary for successful completion of the project (hard and soft costs). The Developer Partner shall assist in obtaining private financing and public financing in a timely and cost-effective manner including preparation of all necessary financing applications. CKHA shall have the right to review and approve the financing arrangements and the terms and conditions of any loan documents. The Developer Partner must also work with CKHA in the preparation of documents necessary to provide all evidentiary material, financial guarantees, and assurances as required, including documents necessary for HUD's RAD and Section 18 programs. Developer Partner shall be responsible for all third-party predevelopment costs incurred before the closing of each of the Conversion Projects. All such predevelopment costs that are preapproved by CKHA in a predevelopment budget or otherwise shall be eligible for reimbursement. Should the Developer Partner, with prior approval from CKHA, obtain predevelopment financing from a third-party, the interest charged on such financing shall be reimbursed at the closing of such Conversion Project.

The Developer Partner will be responsible for the preparation of applications to obtain 4% LIHTC allocations from the West Virginia Housing Development Fund ("WVHDF") in accordance with the applicable QAP rules. The Developer Partner will provide the experience certificate needed to meet the threshold requirement under the QAP. The Developer Partner will also be responsible for soliciting a minimum of three (3) LIHTC syndicators to bid on LIHTCs received for an LIHTC development project. CKHA shall have the right to approve the identity of the LIHTC investor(s) selected and the terms of the letter of intent.

CKHA intends that the majority if not all the projects will be financed with 4% tax credits and tax-exempt debt together.

It is critical that the Developer Partner be able to access all funding sources described herein and be able to demonstrate prior success and current ability to obtain such financing.

**Design/Approvals/Construction.** The selected respondent will be responsible for the development of design, engineering, and construction documents. The selected Developer Partner will be expected to utilize design principles that are compatible with the neighborhood and community surrounding its properties. Determinations about the scope of the construction, and components and materials to utilize in the construction must be made with these standards in mind. The design of the renovation of project shall be completed with much input by CKHA, and subject to CKHA's review, comment and approval. The Developer Partner will also be responsible for obtaining permits and any required approvals.

CKHA will assist in procuring qualified architects to assign to each Project. The Developer Partner must have as members of the team a general contractor licensed in the State of West Virginia, which may be affiliates, employees or subcontractors of the Developer Partner. The selected architect will be responsible for certification of all documents related to design and construction. The General Contractor will construct, renovate, or procure construction services, of all units of housing identified in the development plan or subsequent revisions agreed upon by CKHA. CKHA shall have the right to review and approve any construction contract relating to the project. The Developer Partner will oversee construction, ensure completion in a timely and cost-effective manner and ensure that all required occupancy permits, and other necessary approvals are obtained after construction completion for occupancy and operation of the project.

The contractors will be required to pay Davis Bacon Wage Rates ("DBWR") and to submit any/all required documentation in compliance with DBWR. If applicable, this requires that wages be paid at a rate not less than wage rates for corresponding classes of employees on construction of similar character in the locality in which the work is performed as determined by the Secretary of Labor.

The construction contract shall set forth either a fixed price or a guaranteed maximum price, must be pre-approved by CKHA and shall provide for assignment to CKHA in the event of termination of the relationship with the Developer Partner.

The Development Partner must establish unit mix and timetables, structuring, and obtain all necessary city and county approvals. The Development Partner must also identify necessary public improvements and developing a funding plan for the same with CKHA and the city, if applicable. To the extent necessary or advisable, securing, with CKHA's support, a payment in lieu of taxes agreement.

CKHA shall serve as the property manager of the Conversion Project. The Developer Partner shall use its best efforts to ensure that the tax credit investor, if applicable, and any lender agrees in advance of closing, that CKHA will have the option to serve as property manager of the Conversion Project.

**Resident/Local Employment and Contracting.** The Developer Partner will be required to develop and implement a Section 3 Program which requires contracting with Section 3 business entities, and that contractor(s) working on the site provide economic opportunities for low-income residents in Charleston. A comprehensive Section 3 employment program shall be developed and implemented as well as other policy objectives aimed at improving the economic circumstances of individuals, households, and companies in Charleston. The Developer Partner shall be responsible for the preparation and submittal of Section 3 HUD reporting requirements to CKHA.

**Guarantees.** The Developer Partner will be expected to provide all guarantees of construction completion and stabilization required by investors and lenders. It is anticipated that the Developer will exit the transactions after stabilization. Should the Developer Partner exit at stabilization, CKHA or an affiliate

of CKHA will assume any outstanding long-term guarantees.

## 9. CKHA ROLE

For each project developed pursuant to this RFP, CKHA anticipates its role to be as follows:

**Landowner.** Title to the land for its properties will remain with CKHA. It is CKHA's intent to enter into a long-term ground lease with the partnership of any designated development. This ownership structure is expected to generate a 100% ad valorem tax exemption for the project.

**Financing.** CKHA has completed initial project financial modeling and will participate in project financial structuring decisions from an owner's perspective, including reviewing and approving the financing arrangements and the terms and conditions of any loan documents. A CKHA affiliate may serve as a tax-exempt bond issuer. CKHA may provide Public Housing Capital Funds, Replacement Housing Funds, and/or Operating Reserves based upon the approved development plan and development proposal.

**Design/Approvals/Construction.** CKHA will participate in the design and development decisions from an owner's perspective. CKHA shall have the right to review and approve any construction contract relating to the project. CKHA shall review and approve the site plan, budget, schedule, plans and specifications, and change orders, as well as admissions and occupancy criteria and related property management documents.

**Monitor Resident/Local Employment and Contracting.** CKHA will monitor the Developer Partner's compliance with their Section 3 Program that includes providing employment opportunities for low-income residents in Charleston and contracting with Section 3 business entities.

**HUD Contact.** CKHA will manage and take responsibility for all communication with HUD, and the preparation and submission of program documents and evidentiaries and obtain all applicable HUD approvals. However, to the extent such documents or evidentiaries are within the knowledge or responsibility of the Developer Partner, CKHA will expect the Developer Partner to prepare or assist in preparing such documents and evidentiaries as CKHA may direct.

**Performance Oversight.** The provision of funds requires that CKHA establish performance measures that will be realized through the various project documents. CKHA will review the performance of these measures throughout the development of any property.

**Property Management.** CKHA or its designee shall have the right to approve the management agent and management agreement for any project.

## 10. BUSINESS TERMS

Respondents must address each of the following issues in their submittal:

- a. The respondent's expectations for fees, profits, or other compensation on rental unit development and any other services. Describe both the calculation basis of any fees (e.g. if there is a development fee expressed as a percentage, indicate to which specific things the percentage would be applied) and the expectations for timing of payments.
- b. The respondent will describe how CKHA may participate in the project operation and the fee structure and gain development and management experience and capacity to develop its own entrepreneurial activities and asset-based property management activity.
- c. The respondent will describe how CKHA can acquire the property after expiration of the initial 15-year tax credit compliance period.

## 11. FORM OF CONTRACT

Upon an award pursuant to this RFP, and designation of one or more Converting Projects, CKHA will prepare and enter into a development agreement with the selected developer partner. A master development agreement, or phase-specific development rights agreement, will be negotiated as needed to enable the selected Developer Partner to complete all necessary pre-development activities. This agreement will cover all pre-development activities undertaken by the Developer Partner.

The Developer Partner will be required to submit a detailed development plan within 30 days from the date of notification of selection and identification of a specific property. This detailed plan shall serve as the basis for negotiating the final development agreement with the Developer Partner.

The development agreement will provide the detailed requirements, responsibilities and obligations of both parties including, but not limited to, financing, design, plans, specifications, and construction schedule. In addition, it will also provide details regarding funding commitments from CKHA, the proposed ownership interest and land control.

All fees and costs to be negotiated under the development agreement must comply with the Cost Control and Safe Harbor Standards issued by HUD.

## **12. RESPONSIBILITY REVIEW**

### **Review Standards**

CKHA shall make an award under this RFP only to Respondents that demonstrate the ability to successfully perform under the terms and conditions hereunder. Therefore, following proposal evaluations, CKHA shall assess the responsibility of the highest rated firm prior to making awards. CKHA's determination of each Respondent's responsibility shall include, but not be limited to, consideration of the following:

- (a) Integrity.
- (b) Compliance with public policy, including compliance with applicable Federal, State and local laws, regulations, codes and ordinances.
- (c) Record of past performance.
- (d) Financial and technical resources (including computer and technical equipment, cyber security measures for on-line and in-person payments); and
- (e) Eligibility for award of a federally assisted contract (e.g., debarment).

### **Request for Additional Information**

In assessing the Respondent's responsibility, CKHA may request the Respondent being considered for an award to submit additional information, statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Respondent to provide such additional information within the time requested by CKHA may render the Respondent ineligible for award.

## **13. AWARD**

### **Basis of Award**

The award(s) shall be to the top-rated responsive and responsible Respondent(s) determined by the evaluation process and oral presentations (if requested). CKHA reserves the right to award in any manner that best serves the business needs of the agency, and the material needs of the families and individuals it serves, including limiting the number of developers that are selected for an award. The selected Respondents will be part of a pool of developers from which CKHA will award a specific development

project.

#### **Reservation of Rights as To Award**

CKHA does not guarantee (i) the extent, quantity, or portion of any services to be performed or items to be provided pursuant to an award to the successful Respondent. Further, CKHA may in its sole discretion, and without liability to any Respondent(s): (a) reject any and all proposals received; (b) accept other than the lowest priced proposal; (c) waive any minor irregularities or technicalities in proposals received; (d) accept any item or combination of items proposed unless precluded elsewhere in the solicitation; (e) amend this solicitation as permitted by applicable law; (f) cancel this solicitation in its entirety or any portion thereof; and /or (g) rescind any notice of award issued to any Respondent(s).

#### **Term of Award**

The list of selected Respondents will be active for a period not to exceed five (5) years.

### **14. SELECTION CRITERIA**

#### **General**

Selection of a firm to render services pursuant to this RFP will be made in accordance with HUD and CKHA procurement regulations. All proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel based on the following criteria and weights:

Evaluation Criteria	Maximum Points
Organizational Capacity	25
Experience	20
Demonstrated Financial Capacity to Accomplish this Project	20
Fee Structure	15
Proposed Development Methods & Strategy	20
<b>TOTAL</b>	<b>100</b>

### **15. SUBMISSION REQUIREMENTS**

#### **Summary of Submission Requirements:**

Respondents have two options for submission:

1. Hard Copy: provide one original and one copy in a sealed envelope mailed to the address below:

Charleston-Kanawha Housing Authority  
1525 Washington Street West  
Charleston, WV 25837-2315

Attn: Mark Taylor, Chief Executive Officer

2. Electronic: proposals may be submitted via Sharefile or other file sharing system and uploaded as a Bookmarked PDF. The PDF submittal must include tabs that correspond to the titles listed below. The proposal must include a table of contents and shall be assembled in the order described herein.

Attn: Mark Taylor, Chief Executive Officer (MTaylor@ckha.com)

Offers by telegram, telephone, or facsimile, and handwritten proposals will not be accepted by CKHA.

### **Contents of Proposal:**

#### ***Proposals must include the following:***

1. Letter of Interest
2. Organizational Capacity
3. Experience
4. Demonstrated Financial Capacity to Accomplish this Project
5. Specific Experience or Knowledge of Charleston Area Market and Community Engagement
6. MBE/WBE Utilization Plan
7. Section 3 Utilization Plan

#### **Letter of Interest:**

Provide a narrative which describes the Development Entity and any partnerships created to form a development team. Describe each team member, and identify the primary contact including phone number, and e-mail address. The letter must be signed by an authorized principal of the Development Entity and declare that the submission document will remain valid for not less than 365 days from the date of the Board of Commissioner's approval.

#### **Organizational Capacity (25 Points):**

Provide an outline of the organizational capacity of the Development Entity and any other participants on the development team. Include the following information for each entity:

- a. Entity's history and background.
- b. Name of firm, main address, telephone/facsimile number, and e-mail address.
- c. Primary contact name and title, each team member's name and title and contact information.
- d. Describe the size of the firm, provide the number of employees and a description of type, location, scheduled completion, and dollar value of current and pipeline projects.
- e. Structure of the entity's organization (e.g., corporation, nonprofit, partnership, limited liability company, business association, or joint venture).
- f. Legal jurisdiction under which the entity is organized and operating.
- g. Each team member's separate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the team's successful long-term operation.

- h. The identity of the individual who will serve as project manager for the development team and who will direct and coordinate the development effort through completion. Describe the project manager's prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process.
- i. Provide an organization chart of the development team. All entities that comprise the team must be identified including consultants, contractors, and attorneys, indicating their specialization(s), and specific contribution to the team. Provide a description of the development team's prior experience working together. In addition, provide examples of the team's prior experience with projects of similar scope and size, as well as experience in West Virginia (if any).

**Experience (20 points):**

The Development Entity shall provide five (5) references relevant to the Scope of Services as outlined in this RFP, including one from an entity in the public sector and two from following:

1. Construction lenders.
2. LIHTC limited partner investor.
3. A community group or public housing resident group that worked with the Development Entity on a specific project.
  - a. Indicate whether the Development Entity or any team member has ever been terminated from a contract, and if so, detail the circumstances and outcome.
  - b. Indicate whether the Development Entity or any team member has sued or been sued by a public housing authority, and if so, detail the circumstances and the outcome.
  - c. Provide a list of successfully completed projects (in the case of development teams, any principal member's) over the past 10 years. Include projects that (1) involve public housing; (2) involve rehabilitation of existing projects; (3) involve 4% LIHTC financing with tax exempt bonds, and/or (4) involve Historic Tax Credits. Provide the following information on each project:
    - Name.
    - Location (address, town, county, state).
    - Key dates (project schedule) in achieving occupancy/stabilized operations
    - Evidence of timely development demonstrating that projects were on schedule and within budget.
    - Sources of financing and development costs including the size of the tax credit allocations and tax-exempt bond allocations received, who the investor was and how much the investor paid for the tax credits (expressed in cents per tax credit dollar), including Historic Tax Credits.
    - Number of units, the unit size, the income groups served and the cost of each project.
    - Alternative construction techniques, such as prefabricated buildings, etc., and sustainable development techniques employed.
    - Experience with property management (either directly or through supervision of property management provided by a third party) and ongoing asset management activities. Include information about income groups served, current occupancy levels, and operating deficit history; and
    - Experience with community involvement. Include information about how the development team effectively promoted the community in driving project planning

and implementation, including public and/or assisted housing residents, community and faith-based groups, local businesses, and organizations that are broadly representative of resident needs.

- d. List cases of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g., binding arbitration) to which your firm has been a party. For those matters involving a claim equal to or more than \$500,000, provide a detailed description of the litigation or ADR process.

**Financial Capacity (20 points):**

1. Documentation demonstrating capability to obtain financing and capacity to secure payment and performance bonds.
2. Attach three concurrent years of audited or Certified Public Accountant (“CPA”) prepared financial statements from each principal of the Development Entity’s team who will provide guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited, or CPA prepared financial statements are available. Also include an Income Statement as well as a Balance Sheet showing assets, liabilities, and net worth of the entity.
3. Provide a statement indicating how the Development Entity will honor all financial guarantees, should the need arise.

Development teams should submit audited financial statements and documentation demonstrating financial capabilities and bonding capacity only for the team itself unless the team has been newly formed this project or if members of the team will be independently responsible for financial commitments. In these cases, audited financial statements and documentation relating to financial capability and bonding capacity should be submitted for the team and, individually, for all members of the team responsible for obtaining financing for this project.

Financial statements may be placed in a separate sealed envelope marked "confidential." All financial information submitted for this RFP will be protected from public disclosure if the provider identifies and justifies the information as proprietary and requests such protection at the time of submission. Information considered proprietary should be clearly marked as such on each page.

**Fee Structure (15 points):**

Propose a fee structure for predevelopment and development activities and the source of payment of such fees.

**Proposed Development Methods and Strategy (20 points):**

Provide a narrative description of the Respondent’s methods and strategy for the redevelopment of rental projects. Illustrate this approach with descriptions of at least three such developments, including one well established development and one recently completed development. Indicate the building types, including the type of construction and number of stories. Describe the components of the development, including community space, parks, other residential amenities, management and maintenance facilities, and parking. Provide pictures or photos of the previous projects on interior and exterior construction of the buildings.

**16. RFP EVALUATION AND SELECTION PROCESS**

## **General**

CKHA will use the following procedure to evaluate the proposals and select the finalists. All proposals received by CKHA within the established deadline will be evaluated by the RFP Evaluation Panel.

## **RFP Evaluation Panel**

An RFP Evaluation Panel will be established by CKHA. The RFP Evaluation Panel shall consist of CKHA employees and may also include CKHA residents and consultants. CKHA may also identify non-voting technical advisors to the Evaluation Panel.

## **RFP Evaluation**

Each proposal will be evaluated by the RFP Evaluation Panel using the selection criteria set forth in Section 15 of this RFP and scored based on the information contained in the proposal. Factors not specified in this RFP shall not be considered. Each panel member will assign points to each proposal for each evaluation criterion. The sum of the points assigned to each proposal by an individual panel member shall be known as the Respondent's "Raw Score." The evaluation panel chairperson shall fill out a composite worksheet displaying each panel member's Raw Score for each proposal. The chairperson shall then average all the panel members' Raw Scores for each Respondent and post these numbers as the "Final Score" for each Respondent. Each proposal shall be rated acceptable, potentially acceptable, or unacceptable based on the Final Score received.

## **Standard for Contract Award**

The selected Development Entities will be part of a pool of developers from which CKHA will procure more specific services as future development projects become further defined.

## **17. GENERAL INFORMATION**

### **A. Conflict of Interest**

The respondent warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of the work under this solicitation and the firm's organizational, financial, and contractual or other interests are such that:

1. The respondent may have an unfair competitive advantage; or
2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.

The respondent agrees that if, after award, he/she discovers an organizational conflict of interest with respect to this solicitation, he/she shall make an immediate and full disclosure in writing to CKHA that shall include a description of the action which the respondent has taken, or intends to take, to eliminate or neutralize the conflict. CKHA may, however, disqualify the respondent or, if a contract has been entered into with the respondent, terminate said contract at its sole discretion.

In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to CKHA, CKHA may disqualify the respondent.

The provisions of this section shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of

interest.

No member of the Board of Commissioners shall be allowed to share any part of the contract awarded under this solicitation or to any benefit that may arise from the contract. This provision shall be construed to extend to any contract made with the successful respondent.

No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract or for one year thereafter, have any interest, direct or indirect, in any contract that they are responsible for procuring, managing, or overseeing or in the proceeds of any such contract.

CKHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this section.

#### **B. Cost of Proposal**

All costs incurred, directly or indirectly, in response to this RFP shall be the sole responsibility of and shall be borne by the respondent.

#### **C. Awards**

Contracts shall be awarded in accordance with the terms and conditions of this RFP. CKHA reserves the right to negotiate and award any element of this RFP, to reject any or all RFP RESPONSEs or to waive any minor irregularities or technicalities in RFP RESPONSEs received.

#### **D. Proposal Tabulations/Notification**

After the award is made, a list of respondents will be furnished upon written request only and will not be provided by telephone. A self-addressed stamped envelope must be included with the written request. Each unsuccessful respondent will be notified in writing promptly upon award. The notice shall identify the successful respondent.

#### **E. Form of Purchase**

The acceptance of the respondent's offer for the services specified herein will be made by issuance of a duly authorized contract prepared by CKHA. Such contract shall consist of the Development Agreement and/or other form of agreement between CKHA and the Developer Partner. Respondents are cautioned to make no assumptions or accept any representations by any employee, member, officer, or representative of CKHA concerning the award until an agreement is executed.

#### **F. 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 to immediately notify CKHA in writing specifying the regulation which requires alteration. CKHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to CKHA.

#### **G. Nonconformance to Conditions/Specifications/Scope of Services**

Services will be inspected for compliance with specifications. Services not conforming to specifications

will not be accepted. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default all procurement costs may be charged against the Developer Partner.

#### **H. Assignment or Transfer**

The successful respondent shall not assign or transfer any interest in the contract, in whole or in part, without written approval of CKHA. Claims for sums of money due, or to become due, from CKHA pursuant to the contract may be assigned to a bank, trust company or other financial institution. CKHA is hereby expressly relieved and absolved of all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Developer Partner obtaining CKHA's prior written consent.

#### **I. Availability of Records**

The Comptroller General of the United States, HUD, CKHA and any duly authorized representative of each shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices, papers and the like, of the Developer Partner, or in the possession of the Developer Partner, which shall relate to, or concern the performance of the contract.

#### **J. Patents – Licenses and Royalties**

The successful respondent shall indemnify and hold harmless CKHA and its employees from liability of any kind including costs and expenses for or on account of any copyrighted, patented or not patented invention, process or article manufactured or used in the performance of the contract including its use by CKHA. If the Developer Partner uses any design, device or material covered by letters, patent, or copyright, it is mutually agreed and understood that the royalties or other costs arising from the use of such design, device or materials involved in the work will be incorporated into the overall total development costs. Further, all residual right to Patents, Licenses and Royalties shall revert to CKHA at the end of the Agreement.

#### **K. Permits and Licenses**

The successful respondent shall obtain all permits and licenses that are required for performing their work. The Developer Partner shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The Developer Partner will hold CKHA harmless for any violation of software licensing resulting from breaches by employees, owners, and agents of the Developer Partner.

#### **L. Taxes**

The successful respondent is responsible for all state and federal payroll and/or social security taxes. The Developer Partner shall hold CKHA harmless in every respect against tax liability.

#### **M. Advertising**

In submitting an RFP response, the respondent and its consultants agree not to use the results as a part of any commercial advertising.

#### **N. Insurance**

The successful respondent shall maintain a policy of professional liability insurance in the amount of at least \$2,000,000.

1. **Workers' Compensation** in accordance with the State of West Virginia rules and regulations.
2. **General Liability insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect respondent against claims of bodily injury or death and property damage of others. If respondent has a "claim made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.
3. **Automotive liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of West Virginia. Respondent shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty (30) day's prior written notice has been given to CKHA.

#### **O. Proof of Liability Insurance**

The successful respondent shall furnish to CKHA a certified copy of the policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the duration of the contract and for at least one year thereafter.

#### **P. Standards of Conduct**

The successful respondent shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking disciplinary action against any of its employees as may be necessary.

#### **Q. Supervision**

The successful Respondent shall always provide adequate competent supervision during the performance of the agreement. The Developer Partner or their designated representative(s) shall be readily available to meet with CKHA personnel. The successful respondent shall provide the telephone numbers where its representative(s) can be reached.

#### **R. Performance Evaluation Meeting**

The selected respondent shall be readily available to meet with representatives of CKHA weekly during the first month of the contract and as often as necessary thereafter. At these meetings a mutual effort will be made to resolve any and all performance problems.

#### **S. Federal, State, and Local Reporting Compliance**

The Developer Partner shall provide such financial and programmatic information as required by CKHA to comply with all Federal, State, and local law reporting requirements.

**T. Nondiscrimination**

The Developer Partner agrees that they will abide by Federal, State and local laws including City ordinances incorporated by reference herein.

**U. Notices**

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the Developer Partner at their legal business address as given in the contract. Written notices to CKHA shall be addressed as provided in the contract.

**V. Cancellation**

CKHA 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 documentation that such cancellation or rejection is in the best interest of CKHA. CKHA further reserves the right to waive any minor informalities or the failure of any Responder to comply therewith if it is in the public interest to do so. No contractual right shall arise out of the process of negotiation until such time as CKHA and the selected firm have signed an agreement.

**W. Laws**

The laws of the State of West Virginia and applicable federal law shall govern the contract.

**X. Contract Award**

The Developer Partner's contract as described in this document shall be subject to the approval of CKHA Board of Commissioners and HUD if required.

**CHARLESTON-KANAWHA HOUSING  
AUTHORITY REQUEST FOR PROPOSALS  
DEVELOPERS**

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**LIST OF ATTACHMENTS**

- |              |   |
|--------------|---|
| Attachment 1 | CKHA Conflict of Interest Statement   |
| Attachment 2 | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions |
| Attachment 3 | Authorization of Respondent for Verification of References  |
| Attachment 4 | HUD Certifications  |
| Attachment 5 | Form HUD-5369-B Instructions to Offerors Non-Construction   |
| Attachment 6 | Form HUD-5369-C Certifications and Representations of Offerors  |
| Attachment 7 | RFP Acknowledgement Form  |
| Attachment 8 | Strategic Plan Report   |

Respondents must complete and submit with the proposal Attachments 1,2,3,4 and 6. Attachment 7 must be submitted prior to submitting a proposal.

## ATTACHMENT 1: CONFLICT OF INTEREST STATEMENT

*The term "contractor" or "offeror" or "Bidder" shall have the same meaning and shall refer to the selected firm(s) under the bid.*

### PART I. CONFLICT OF INTEREST

1. Neither the Charleston-Kanawha Housing Authority (CKHA) nor any of its contractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

a. Any present or former member or officer of the governing body of CKHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, CKHA or a business entity.

b. Any employee of CKHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or CKHA.

2. Any member of these classes of persons must disclose the member's interest or prospective interest to CKHA and the United States Department of Housing and Urban Development (HUD).

3. Any bidder/offeror who submits a proposal or bid in response to an CKHA solicitation must disclose in its proposal or bid, the interest, direct or indirect, of any member of these classes of persons in such bidder/offeror and shall also make the disclosures required in Parts II and III below. "Offeror" as used in Parts II and III below, refers to bidders in sealed bidding, and offerors/Respondents in competitive proposals and "offer" shall refer to bids and proposals.

4. For purposes of this section, the term, "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).

5. No member of or delegate to the Congress of the United States of America or any representative of CKHA shall be admitted to any share or part of any contract or to any benefits which may arise from it.

### PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

1. It is CKHA's policy to avoid situations which place an offeror in a position where its judgment may be biased if awarded the contract because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to the proposed contract or where the offeror receives an unfair competitive advantage in submitting a proposal or bid for the proposed contract, such as, for example, an offeror who submits a proposal or bid after acting as a consultant to CKHA in preparing the specifications or

performing a study for the proposed contract. Such situations which may either impair the offeror's objectivity in performing the proposed contract work or result in an unfair competitive advantage to the offeror are considered organizational conflicts of interest.

2. Where an offeror is aware of, or has reason to be aware of an organizational conflict of interest, whether an actual or apparent conflict, the offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

- a. being able to render impartial, technically sound, and objective assistance or advice, or
- b. being given an unfair competitive advantage.

2.1. During the term of the contract resulting from this solicitation, the contractor and all principals and partners of any joint venture awarded a contract under this solicitation (collectively referred to herein as the "Contractor"), shall be prohibited from providing services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of CKHA. A position adverse to the interests of CKHA shall include, but not be limited to, a person, firm or company that has a claim for damages against CKHA in any judicial or administrative tribunal. Further, the Contractor shall not engage any subcontractor for the performance of any services under the proposed contract if such subcontractor has, at any time within the twelve (12) consecutive month period preceding the commencement of its engagement with the Contractor under the proposed contract, provided any services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of CKHA. The Contractor shall insert and enforce a similar provision in its contract documents with each subcontractor. From time to time, during the term of the proposed contract CKHA may require (a) the Contractor to submit a certification and affidavit as to the Contractor's compliance with the terms of this subsection 2.1; and (b) the Contractor to submit to CKHA a certification and affidavit from any or all subcontractors as to their compliance with such substantially similar provision as shall be enforced by the Contractor. The Contractor shall immediately terminate any subcontractor in violation of the terms of this subsection 2.1. Failure of the Contractor to comply with the requirements of this subsection 2.1., or to terminate immediately any subcontractor in violation of such provision, shall constitute a default under the proposed contract and grounds for termination of the contract for cause, without liability to CKHA.

3. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.

4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual or otherwise, offerors shall complete the certification in Part III below, titled Conflict of Interest Certification of Offeror.

5. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

6. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.

7. If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the Contracting Officer.

8. In the event the Offeror is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the Contracting Officer before the award of this contract, CKHA may terminate the contract for default.

9. The term "Affiliated Entities" shall include any parent, subsidiary, partner and/or joint venture of or with the Offeror and any person or entity that shares in the profits of the Offeror or in the proceeds or profits resulting from the proposed contract. The Offeror shall not contract with any Affiliated Entity without obtaining CKHA's written approval of such contract. The Offeror shall disclose to CKHA all contracts that it has with any Affiliated Entities to provide goods, materials, equipment, supplies or services, of any nature or kind, with respect to the proposed contract.

### PART III. CONFLICT OF INTEREST CERTIFICATION OF OFFEROR

1. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational, or otherwise, in the Offeror.

2. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent 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 Offeror's organizational, financial, contractual or other interests may:

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

3. The Offeror agrees that if the contract is awarded to the Offeror, and after award it discovers an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Offeror has taken or intends to take to eliminate or resolve the conflict. CKHA may, however, terminate the contract for the convenience of HUD and/or CKHA.

4. The Offeror agrees that if the contract is awarded to the Offeror, the terms of this conflict-of-interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.

5. In the absence of any interest in the Offeror held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, I, hereby certify and affirm under penalties of perjury, that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of the proposed contract. The

undersigned official certifies that he/she is authorized to sign this proposal form for the firm.

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Printed Name and Title  
Of Authorized Official of Respondent

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**Signature of Authorized Official of Respondent**

Date

**(End Attachment 1]**

## ATTACHMENT 2

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS 2 CFR PART 180 AND 2 CFR 200.213**

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs."
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion-Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower-tier participant must provide the information requested in section (3) below, and shall attach an explanation to this proposal.

(3) The names listed below represent all owners and principals (including project managers) of the prospective lower-tier participant and their titles or nature of interest in the firm.

**Title or Interest**

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(Use additional sheets if more space is needed)

**PROSPECTIVE PARTICIPANT**  
(Printed Name and Title of Official)

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PROSPECTIVE PARTICIPANT  
(Signature of Official)

DATE

**[End Attachment 2]**

ATTACHMENT 3: AUTHORIZATION OF RESPONDENT FOR VERIFICATION  
OF REFERENCES

The undersigned Respondent has submitted a proposal to the Charleston-Kanawha Housing Authority ("CKHA") in response to RFP **INSERT NUMBER**. The undersigned hereby authorizes and requests any and all persons, firms, corporations and/or government entities to furnish any information requested by CKHA in verification of the references provided, for determination of the quality and timeliness of the services provided by Respondent, and all other legal purposes. A copy of this document after execution by the Respondent, presented by CKHA to any such person, firm, corporation and/or government entity shall be as valid as the original.

---

Printed Name and Address of Respondent

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Printed Name and Title of Authorized Representative  
or Official of Respondent

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Signature of Authorized Representative or Official of Respondent

Date

[End Attachment 3]

**ATTACHMENT 4- SUBGRANTEE/CONTRACTORISUBCONTRACTOR  
CERTIFICATIONS AND ASSURANCES (HUD CERTIFICATIONS)**

The following certifications must be made by the Respondent and shall be a part of the proposed contract.

Respondent executing this certification hereby assures and certifies that:

1. a. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which states, in part, that no person in the United States, on the ground of race, color or national origin, will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance; will comply with the regulations pursuant thereto (24 CFR part 1); and will immediately take any measures necessary to effectuate this agreement.

b. It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR part 8, which prohibit discrimination based on handicap in Federally assisted and conducted programs and activities.

c. It will comply with the Americans with Disabilities Act (Public Law 101-336) and its implementing regulations at 28 CFR part 36.

d. It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

e. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations pursuant thereto (24 CFR part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the unit of local government and contracts for work in connection with the project be awarded to businesses located in the same metropolitan area as the project.

f. It will comply with Executive Order 11246 of September 24, 1965, as amended, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and Executive Order 12138, and consistent with HUD's responsibilities under these orders, will make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

2. It will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701), and HUD's implementing regulations at 24 CFR part 24, subpart F by, among other things:

a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's

workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. establishing an on-going drug-free awareness program to inform employees about:

- (i) the dangers of drug abuse in the workplace;
- (ii) the grantee's policy of maintaining a drug-free workplace;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (a);

d. notifying the employee in the statement required by subparagraph (a) that, as a condition of employment under the grant, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

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

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

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

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

g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs a, b, c, d, e and f;

h. providing the street address, city, county, state, and zip code for the site or sites where the performance of work in connection with the grant will take place. For some applicants who have functions carried out by employees in several department or offices, more than one location may need to be specified. It is further recognized that States and other applicants who become grantees may add or change sites as a result of changes to program activities during the course of grant-funded activities. Grantees, in such cases, are required to advise the HUD Field Office by submitting a revised "Place of Performance" form. The period covered by the certification extends until all funds under the specific grant have been expended.

3. It will comply with the provisions of 2 CFR part 200 which apply to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

4. It will comply with, and be subject to, to the extent applicable, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified at 2 CFR Part 200.

5. a. That, in addition to the conflict of interest requirements in 2 CFR part 200, no person who is in an employee, agent, consultant, officer, or elected or appointed official of the recipient of Comprehensive Grant Program funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted under Comprehensive Grant Program funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

b. If any conflict of interest exists, an opinion of legal counsel indicating that such interest does not violate State or Local laws must be provided, together with a certification containing the following information, in order for HUD to decide whether an exception to the conflict of interest provisions should be approved: (i) disclosure of the nature of the conflict, (ii) an assurance that there has been public disclosure of the conflict, and (iii) a description of how the public disclosure was made.

c. In determining whether to grant a requested exception, HUD will consider the cumulative effect of the following factors, where applicable:

- (i) whether the exception would provide a significant cost benefit or an essential degree of expertise to the Revitalization Plan that would otherwise not be available;
- (ii) whether an opportunity was provided for open competitive bidding or negotiation;

(iii) whether the person affected is a member of a group or class intended to be the beneficiaries of the Revitalization Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process, with respect to the specific activity in question;

(v) whether the interest or benefit was present before the affected person was in a position as described in subparagraph 5.a above;

(vi) whether undue hardship will result either to the grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) any other relevant considerations.

6. It and its principals (see 2 CFR 200):

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (see 24 CFR 24.100) by any Federal department or agency;

b. have not been convicted of, or had a civil judgment rendered against them for, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in subparagraph b; and

d. have not, within a three-year period preceding the execution of this certification, had one or more public transactions (Federal, State or local) terminated for cause or default.

7. With respect to contracts of amounts in excess of \$10,000, it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

8. It will comply with applicable mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9. It certifies that the information contained in this certification is true and accurate, to the best of its knowledge, information and belief.

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Signature of Authorized Certifying Representative or Official      Title

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Name of Party Under Contract      Date

**WARNING**

Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat. 967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

**SUBGRANTEE'S OR SUBCONTRACTOR'S ANTI-LOBBYING CERTIFICATION**

Each subgrantee or subcontractor for must sign this anti-lobbying certification indicating that no Federally appropriated funds have been or will be spent on lobbying activities in connection with the subgrant or subcontract agreement. Section 319 of Public Law 101-121 prohibits recipients of Federal contracts, grants, and loans for using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government. A common rule governing the restrictions on lobbying was published as an interim rule on February 26, 1990 (55 FR 6736) and supplemented by a Notice published June 15, 1990 (55 FR 24540). The rule requires applicants for and recipients of assistance exceeding \$100,000 to certify that no Federal funds have been or will be spent on lobbying activities in connection with the assistance. The rule also requires disclosures from recipients if non appropriated funds have been spent or committed for lobbying activities if those activities would be prohibited if paid with appropriated funds. The law provides substantial monetary penalties for failure to file the required certification or disclosure.

If lobbying activities were conducted on behalf of the Comprehensive Grant Program funds or the Mixed Finance Grant Agreement, such activities must be disclosed on Standard Form-LLL, "Disclosure of Lobbying Activities". This form may be obtained from the local HUD State or Area Office.

Attached is the appropriate anti-lobbying certification.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATION AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, that undersigned shall be complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub-contracts, sub-grants, and contracts) under grants, loan, and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Title, if any)

[End Attachment 4]

Attachment 5

Form HUD-5369-B Instructions to Offerors Non-Construction

# Instructions to Offerors Non-Construction

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

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I  
-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 initiated 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 HAIHUD 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 last 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 HAIHUD.

(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 HAIHUD 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 in 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.

#### 1. 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.

[ Ascribe bid or proposal preparation instructions here:]

Attachment 6

Form HUD-5369-C Certifications and Representations of Offerors

# Certifications and Representations of Offerors

## Non-Construction Contract

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

Public reporting burden for this collection of Information is estimated to average 50 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 all minority, women-owned business enterprises, and certifications for independent price determination, and conflict of interest. The forms required for nonconstruction contracts awarded by Housing Agencies (HAs). The forms used by bidder/offeror 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. Responsibility to the collection of Information are required to obtain a benefit. 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 reselling 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)(1) 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/officer deletes or modifies subparagraph (a)2 above, the bidder/officer 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. Authod2.ed 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):

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#### 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.

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Signature & Date:

---

Typed or Printed Name:

---

Title:

**Attachment 7 - RFP Acknowledgement Form**

Recipients of the Request for Proposals should complete the RFP Acknowledgement of Receipt attached to the RFP and immediately return it to CKHA.

Potential respondents are solely responsible for accurately and timely notifying CKHA as to its appropriate contact information. If CKHA finds its appropriate to send notices to RFP recipients concerning any revisions or clarifications to this RFP or other notices, CKHA will rely on information submitted in this form for any such notices.

Contact for any notices concerning the Request for Proposals for a Development Partner should be sent to:

Name (print or type): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail or Email to: Mark E. Taylor, 1525 Washington St., W., Charleston, WV 25387, [mtaylor@ckha.com](mailto:mtaylor@ckha.com)

**[End Attachment 7]**