

SUPERIOR HOUSING AUTHORITY

1219 North Eighth Street
Superior, Wisconsin 54880
(715) 394-6601

REQUEST FOR QUALIFICATIONS FOR DEVELOPMENT PARTNER

**ISSUE DATE:
TUESDAY, APRIL 15, 2025**

**DUE DATE:
WEDNESDAY, MAY 21, 2025
2:00 P.M. (LOCAL TIME)**

TO

**PAM BENSON
EXECUTIVE DIRECTOR
PamBenson@superiorhousing.org**

AND

**RHONDA BERG
CONFIDENTIAL OFFICE MANAGER
Rhonda@superiorhousing.org**

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Superior Housing Authority

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William T. Fennessey, Chairperson
Douglas Finn, Vice-Chairperson
Susan Rink, Commissioner
Jeff Skrenes, Commissioner
Lisa Jordan, Commissioner

Pam Benson
Executive Director

REQUEST FOR QUALIFICATIONS For Development Partner Park Place Community

1.0 INVITATION:

Superior Housing Authority (“SHA”) invites qualified real estate development firms (each a “Respondent”) to submit statements of qualifications for the substantial rehabilitation of its Park Place public housing development (“Development”). The Development comprises 151 units of federally subsidized public housing containing townhouse buildings of wood frame construction with brick and vinyl exteriors.

The redevelopment will occur as part of SHA’s conversion of its public housing units under the Rental Assistance Demonstration (“RAD”) of the U.S. Department of Housing and Urban Development (“HUD”). Under RAD, the public housing subsidy will be converted to Section 8 project-based rental assistance under a long-term contract. Current occupancy averages 98-99%. Residents will have a right to return to the completed development in accordance with RAD. It is anticipated that relocation will be necessary to accomplish the required scope of work.

The selected Development Partner (“Developer”) will be responsible for leading and managing the development process and will be required to work closely with SHA from pre-development through rehabilitation and completion. The Developer will be required to carry out all normal activities necessary to plan, finance and implement the Development, as described further throughout this RFQ.

Respondents should have demonstrated experience with creating and implementing a comprehensive development plan, including the ability to execute conventional and FHA financing. Respondents must have a demonstrated track record utilizing Low-Income Housing Tax Credits (“LIHTC”) issued by Wisconsin Housing and Economic Development Authority (“WHEDA”), and other public and private funding mechanisms. Special consideration will be given to Respondents with familiarity with RAD.

2.0 INTRODUCTION:

Superior Housing Authority (“SHA”) is a public entity formed in 1938 to provide federally subsidized housing and housing assistance to low-income families. SHA is headed by an Executive Director, governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (“CFR”) and SHA’s procurement policy. Though brought into existence by a Resolution of the City of Superior, it is a separate entity from the City. Currently, SHA owns and/or manages 744 housing units in the City of Superior and the City of Duluth, Minnesota of which 266 are public housing units. SHA also administers approximately 184 rental assistance vouchers across Douglas County.

In March 2020, SHA embarked on a process to examine redevelopment options at its various public housing developments with the assistance of a RAD Consultant, Recap Real Estate Advisors (“Recap”). SHA and Recap completed a conversion feasibility analysis for its four major multifamily properties and drafted a portfolio conversion plan and timeline that was approved by the Board of Directors on July 22, 2020. SHA has identified one community, Park Place, as the last development to undergo substantial rehabilitation and/or demolition and new construction as part of the RAD conversion. It is expected that the financing will require low-income housing tax credits and likely state housing credits or gap financing as well.

3.0 DESCRIPTION OF THE DEVELOPMENT:

3.1 Park Place Community. Park Place was originally built in 1942 and is comprised of 151 units in 29 buildings on approximately 9.75 acres. The unit mix serves families and includes 47 one-bedroom, 81 two-bedroom, 17 three-bedroom and 6 four-bedroom units. The buildings are all two-story townhouses with brick and vinyl exteriors. Except for the one-bedroom units, which are single story, all bedrooms are located on the second floor.

4.0 DEVELOPMENT OBJECTIVES:

4.1 Timeframe. The Developer will propose a schedule, leaving adequate time for planning and RAD processing prior to the start of rehabilitation. The Developer and SHA will agree on a schedule. SHA may extend timeframes in its discretion.

4.2 Quality and Cost Effectiveness. The Developer shall adopt methods and materials that minimize the total development and operational costs. SHA expects the Developer to engage architects, general contractors, building trades, and others with sufficient experience and expertise to balance quality materials and workmanship with financial feasibility. SHA will provide specifications for materials or finishes that have been adopted as part of its maintenance guidelines and shall approve any proposed substitutions.

4.3 Financing. The Developer must be successful with utilizing private debt and equity including obtaining financing in a reasonable timeframe. Respondents should provide sufficient evidence of success in utilizing the sources of financing appropriate for the

Development, including access to capital for pre-development expenses. Aside from the rental assistance provided through the HAP contract, SHA does not anticipate providing any operating or capital funding to the Development.

4.4 RAD Process and Approvals. This conversion will be a RAD/Section 18 Small PHA Blend to Section 8 Multifamily Project-Based Rental Assistance (“PBRA”). The blend will be 90% of the units with rents set at 110% of the FMR less the utility allowance and 10% of the units with rents set at the RAD rent levels. SHA will be responsible for securing all approvals related to the RAD conversion and execution of the HAP contract. The Developer will be expected to provide SHA with the information needed to submit the RAD Financing Plan and all other closing documents. SHA will be HUD’s point of contact for all RAD related correspondence.

4.5 Relocation. It is anticipated that the redevelopment, which could be either substantial rehabilitation or demolition and new construction, will necessitate displacement of residents. The Developer will be responsible for working with SHA to identify the best method of handling relocation and working with SHA’s relocation coordinator to implement the strategy. The RAD program requires that relocated public housing tenant households that wish to return to a RAD unit will have the right to do so, without rescreening at re-occupancy. The Developer will work with SHA to implement this requirement in the most effective manner.

4.6 Accessibility. To the extent feasible, upon completion at least 5% of the units at each project location should be accessible as defined by the Uniform Federal Accessibility Standard (“UFAS”). An additional 2% of the units shall be made accessible for persons with visual and hearing impairments.

4.7 Resident Considerations. The Developer will be required to accommodate the needs of existing residents residing in the Development throughout the rehabilitation process. While SHA will have primary responsibility for communicating with the residents, the Developer should be prepared to assist with any communication and coordination that is necessary to ensure that the impact to residents is minimized.

4.8 City and Local Stakeholders. SHA will encourage partnership and participation by the City of Superior and other community stakeholders. In addition to assisting with fostering community relationships, the Developer and its team members working at the Development will specifically be required to work closely with the surrounding neighborhood to ensure that parking, storage, traffic and other concerns are addressed.

4.9 Employment Opportunities. The Developer shall optimize construction and long-term employment opportunities through the rehabilitation process. This includes opportunities for SHA residents, minority and women-owned business enterprises, and minority and women workers. All work shall be subject to applicable wage rate requirements. If any work to be performed under this contract is subject to the amended 12 U.S.C. 1701 (Section 3), the Developer shall, to the greatest extent feasible, ensure that employment and other economic opportunities be directed to low and very low-

income persons, particularly persons who are recipients of HUD assistance for housing.

4.10 Right of First Refusal. SHA intends to own and maintain the Development in perpetuity and will expect the option of the right of first refusal at the end of the 15-year compliance period.

5.0 ROLES AND RESPONSIBILITIES OF SUPERIOR HOUSING AUTHORITY:

SHA intends to maintain an active role in the rehabilitation and ongoing operations of the Development through a variety of roles described in this section. SHA's primary objectives are to ensure high-quality housing produced in a cost-effective manner, continued deep affordability of the RAD units, preservation of tenancy rights of the extremely low-income residents, and responsible, sustainable management of the property.

5.1 Participation in Ownership Entity. SHA, or a related entity, will be part of the owner entity for the Development. SHA intends to participate in the general partner or managing member of the Development's owner in a way that facilitates SHA's role as property manager and satisfies any funder or WHEDA requirements. SHA will negotiate the ownership percentages with the Developer and its related entities as necessary to satisfy WHEDA ownership or experience requirements, or as needed to satisfy investor guaranty or other requirements.

5.2 Participation as Co-Developer. SHA, or a related entity, shall serve as a co-developer and will earn a percentage of the developer fee. SHA is willing to negotiate the developer fee split based on the final division of duties and financial risk between SHA and the Developer.

5.3 Landowner/Ground Lessor. SHA will not convey its fee interest in SHA-owned property but will enter into a long-term ground lease with the ownership entity. SHA, or a related entity, will be the landowner/ground lessor and will enforce affordability restrictions through deed restrictions included in the ground lease. SHA anticipates that the term of the ground lease will not be less than 65 years. The amount and priority of the annual lease payments will be negotiated to allow for maximum financial feasibility.

5.4 Property Management. SHA, which has substantial experience managing public housing and LIHTC units, intends to continue to act as the property manager ("Management Agent") for the Development, subject to approval by WHEDA and the LIHTC investor.

5.5 Asset Management. SHA will continue to have asset management responsibility for the Development and will provide regulatory oversight for all units requiring that all housing units be managed in accordance with applicable federal, state, and local requirements. As part of its asset management responsibilities, SHA will monitor and enforce the terms of its ground lease and other transaction documents that will be executed among SHA, the Developer, and other parties.

6.0 ROLES AND RESPONSIBILITIES OF THE DEVELOPMENT PARTNER

The Developer will be responsible for leading and managing the development process and will be required to work closely with SHA throughout the financing, closing and rehabilitation stages, as well as the successful closeout and transition back to permanent operations.

6.1 Scope of services. The Developer will be required to carry out all normal activities necessary to plan, finance and implement the Development, including but not limited to the following:

- Work with SHA to determine the most effective ownership structure and negotiate the developer fee split reflective of risk sharing, including responsibility for operating and tax credit compliance guarantees;
- Undertake predevelopment activities, including ordering all third-party reports and studies, as necessary;
- Develop project budgets and proformas to determine the appropriate financing mechanisms for completing the Development;
- Assemble a design team and oversee the development of architectural plans consistent with the guidelines and direction of SHA and all relevant financial institutions;
- Prepare and submit applications to obtain tax-exempt bonds and an allocation of LIHTC. The Developer must have the required capacity and experience needed to meet the requirements under the Qualified Allocation Plan (“QAP”) and other program requirements;
- Obtain commitments from investors for financing the project, as applicable. Such commitments to be on terms and with partners acceptable to SHA;
- Prepare and submit required application to HUD or other lenders, depending on the identified sources of funding, for all conventional and subordinate debt;
- Assist SHA with all community outreach activities including, but not limited to, meetings, presentations, and mailings. This includes all governing bodies, community councils, neighborhood groups, and business communities;
- Assist SHA with developing a plan for relocating residents during the rehabilitation and communicating with the General Contractor to avoid schedule delays;
- Identify a General Contractor. Oversee quality construction and ensure completion in a timely manner. Assure compliance with all building codes and other requirements of local, state, and federal government entities;
- Prepare and submit monthly construction draws;
- Provide all documentation required by lenders, investors or other funders to maintain compliance;

- Deliver units consistent with SHA, HUD, LIHTC, and other funder guidelines, including meeting placed-in-service deadlines and tax credit delivery schedules;
- Work with SHA management staff to transition units back to operations, including unit inspections and warranty protocols;
- Provide all required financial projections and reports on a timely basis; and
- Close or convert all permanent financing and ensure a smooth transition from construction to property and asset management.

6.2 Project Financing. SHA has not identified any capital resources to provide to the Development. Therefore, the Developer will be required to identify funding to cover all costs, such as pre-development, relocation, legal, administrative, third-party costs and other costs related to the rehabilitation of housing, community buildings, and any other related development(s). SHA is expressly not responsible for providing development funding. Respondents should provide sufficient documentation of experience and success in utilizing the contemplated resources, including the use of scarce City and State affordable housing resources.

6.3 Permitting and other Regulatory Approvals. The Developer is responsible to secure all land use, permitting and other regulatory approvals for the project.

6.4 Schedule. The Developer will be responsible for developing and maintaining the proposed schedule and meeting any funder-required milestones.

6.5 Guarantees. SHA anticipates that the selected Developer will be responsible for all construction-related guarantees of completion. Responsibility for operating deficits and tax credit compliance guarantees required by tax credit investors or lenders will be negotiated with SHA in concert with ownership percentages.

6.6 Property Management Capacity. In the event SHA is required to add capacity in order to act as the Management Agent, a member of the Developer's team will provide added capacity through a co-management relationship or by providing tax credit compliance consulting and support, as necessary.

6.7 Legal Requirements. The Developer is responsible for compliance with RAD and other funding source requirements, as well as other applicable federal, state or local governmental requirements.

6.8 Relocation. The Developer will be responsible for the relocation required as part of the rehabilitation including counseling, scheduling, and moving services to facilitate the redevelopment process. All costs associated with relocation must be covered by development funds secured by the Developer. The Developer will be responsible for working with the General Contractor to develop and implement a strategy for moving residents to prevent construction delays.

7.0 PROCUREMENT SCHEDULE

Tuesday 4-15-25	RFQ issued and available.
Wednesday 4/30/25	Final day to submit written questions by e-mail. Due by 2:00 p.m. local time
Wednesday 5/7/25	SHA issues responses to questions.
Wednesday 5/21/25	Deadline for submitting electronic submittals by email. Due by 2:00 p.m. local time
Wednesday 5/28/25	SHA completes review of qualifications, reference checks and initial rankings. Respondents will be notified to schedule an interview, if required.
Wednesday 6/4/25	Oral interviews, if required, will be held.
Wednesday 6/25/25	Top ranked firm will be presented to the Board of Commissioners for approval.
Friday 6/27/25	Top ranked firm, if approved, will be notified of award.

8.0 SUBMISSION REQUIREMENTS

8.1 Written Questions. Only emailed written questions received by SHA by **2:00 p.m. on Wednesday, April 30, 2025**, will be addressed. Any question or answer that materially impacts the information contained in the RFQ will be clarified by a written addendum or amendment, which will be sent to all that initially received the RFQ. If an addendum or amendment materially impacts the information in the RFQ and there is not enough time for adequate response, the submission date for qualifications will be extended. Questions should be addressed to Rhonda Berg, Confidential Office Manager, as follows:

EMAIL: Rhonda@superiorhousing.org

Subject Line: Question - RFQ for Development Partner

8.2 Submittal Content and Format. Responses must include the following documentation in the order listed, which will serve as the **Statement of Qualifications**. All documents should be submitted in PDF format. Please clearly label each section and provide a Table of Contents.

8.2.1 Cover Letter and Executive Summary. The cover letter must identify the primary contact person. Please include telephone number and e-mail address. The cover letter must be signed by an authorized principal of the Developer's firm and include a statement that the proposal will remain valid for not less than 120 days from the date of the proposal submission deadline.

The Cover Letter should also include an executive summary highlighting the key indicators of how the Respondent meets the requested qualifications outlined in this

RFQ.

8.2.2 Developer Entity Experience and Qualifications. Please describe the organization's experience and qualifications to lead the development process for a substantial rehabilitation. The following items should be addressed:

- a. Provide a narrative statement describing the Developer Entity's previous and current experience with public housing authorities, the federal Low Income Housing Tax Credit ("LIHTC") program, Wisconsin Housing and Economic Development Authority ("WHEDA") State Housing Tax Credit program, and other affordable housing financing.

The description should include specific details related to the Respondent's knowledge of real estate financing methods, including the use of state and federal LIHTCs, Tax-Exempt Bonds, Project Based Rental Assistance, RAD, Mixed Finance, FHA insured mortgages, HOME funds, CDBG funds, other subordinate debt, and private mortgages.

Highlight any developments that include the following:

- Located in Wisconsin
- Involve public housing authority transactions, highlighting those of similar size and structure. If you have participated in a co-owner or co-developer relationship with a public housing authority, please provide details on that arrangement with regard to ownership structure, guarantees, developer fee splits, cash flow distributions, property management structure, etc.
- Involve substantial rehabilitation and or demolition/new construction
- Involve a RAD conversion
- Involve resident relocation, including on-site, off-site, temporary, or permanent

Include as Exhibit A, a chart of all affordable and mixed-income rental housing projects successfully completed, identifying the state where they are located, the number of units, tenancy, new construction or rehabilitation, the total development cost, all types of funding utilized, and including the amount of any tax credit allocations and tax-exempt bond allocations received. Please provide this information by year and include the beginning and end dates for each project. Include projects that are currently under construction or are anticipated to begin construction during the next 12 months.

- b. Provide a description of the funding sources available to the Respondent for pre-development financing.
- c. Provide a description of the team's approach to the development process including identification of key milestones in a typical LIHTC project and the

average timetable for each major task. Provide a proposed schedule for the Project, including pre-development activities, financing applications, closing, relocation and construction.

- d. Discuss previous projects in which actual development schedules and budgets did not match projections. Describe the causes for deviations and explain how the Development Team overcame the challenges the changes presented.
- e. Describe Respondent's process for competitively soliciting a tax credit syndicator for a project. Disclose any preferred syndicator relationships that Respondent plans to utilize for the Project, if applicable.
- f. Describe the types of construction and permanent financing most commonly used by Respondent and how they are procured. Disclose any preferred banking relationships that Respondent plans to utilize for the Project, if applicable.

8.2.3 Development Staff. Please describe how the Project will be staffed and the key personnel that will be responsible for managing the Development. Include the name, role and the percentage of time each key person will commit to the project. Identify the individual who will serve as Project Manager for the development. Describe the Project Manager's prior and current experience with projects of similar anticipated scope and size.

Include as Exhibit B an organizational chart identifying all senior leadership and key personnel of the Respondent and a resume for each.

8.2.4 Development Team. Please describe any third-party professionals that the Respondent has identified to participate in the development team including the architect, engineer, general contractor, and/or construction manager. Describe the experience of each firm and the previous collaboration and/or interaction of team members. Disclose all identities of interest from any overlapping ownership or directorship interests.

Include as Exhibit C an organizational chart identifying all firms on the Development Team including the key personnel from each. Include a resume for each. Please include the addresses of the principal office and branch offices, if any.

8.2.5 Proposed Deal Structure. Please describe Respondent's expectations specific to this Project and the anticipated financial return to SHA. Include the anticipated ownership split, responsibility for providing guarantees, anticipated role of SHA in the development process and developer fee split, property management and asset management responsibilities, and any other financial returns or risk sharing structures.

8.2.6 Financial Statements. Include as Exhibit D the Respondent's two most recent audited annual corporate financial statements and unaudited year to date financial statements for the most recent month end.

For each project competed, the Respondent must disclose and explain any of the following that may apply: current financial default of more than 60 days duration; mortgage assignment or workout arrangement; foreclosure and/or bankruptcy; litigation related to financing or construction of the project that is pending or which was adjudicated within the past five years with a finding against the Respondent; and real estate tax delinquencies.

8.2.7 Outreach. Please address how the Respondent facilitates communication and participation related to the following:

- A Section 3 plan that identifies the specific actions to be taken to offer employment to residents of public housing and evidence of Section 3 success in recent contracts in other locations. The Respondent should identify specific actions to be taken to ensure that Section 3 businesses have the opportunity to contract with the Development Team in the implementation of this project.
- Describe the Respondent's experience in working with public housing residents, Section 8 residents and/or other community-based grass roots organizations. Demonstrate the Development Team's experience in developing collaborative efforts in partnership with such organizations.

8.2.8 References. Include as Exhibit E a list of references for the Developer and each Development Team member as follows:

- Five (5) references for the Developer Entity including a cross section from construction and/or permanent lenders, syndicators, public sector financing partners, and community groups that have worked with Developer Entity on other projects within the past five years. Respondents that have previous experience with Public Housing Authorities (PHA) should provide two (2) references from the PHA(s).
- Three (3) references for each entity that comprises the Development Team.

8.2.9 Required Forms. Include as Exhibit F all forms attached and/or required to be attached to the Statement of Qualifications as throughout this request, including but not limited to: HUD 5369-A; HUD 5369-B; HUD 5369-C; HUD 5370-C; Non-Collusive Affidavit; and Debarment Certification Form. The forms are provided in Appendix 1.

8.3 Submittal Instructions. All responses to this Request for Qualifications must be submitted electronically by email **no later than 2:00 p.m. on Wednesday, May 21, 2025** to Pam Benson, Executive Director, **and** Rhonda Berg, Confidential Office Manager:

EMAIL: PamBenson@superiorhousing.org

AND

Rhonda@superiorhousing.org

Subject Line: Statement of Qualifications for Development Partner

****Note** Qualifications received after the deadline will not be considered.**

9.0 EVALUATION CRITERIA

The evaluation panel will use both objective and subjective criteria to evaluate each submittal received; award of points for each listed factor will be based upon the documentation submitted. The scores from each panelist will then be averaged for each evaluation factor and then the weighted average score for each evaluation factor will be combined to calculate the overall score. The written submittals and oral interviews will be evaluated utilizing the following:

No.	Criteria	Points
1.	Cover Letter <ul style="list-style-type: none"> ▪ Includes all requested information. 	2
2.	Developer Entity Experience and Qualifications <ul style="list-style-type: none"> ▪ Sufficient knowledge of affordable housing finance (10) ▪ Experience with similar financing in the past 10 years (10) ▪ Experience with WHEDA (5) ▪ Experience with Public Housing Authorities undertaking similar transactions (5) ▪ Overall knowledge of development process (5) ▪ Access to financing (5) 	45
3.	Development Staff <ul style="list-style-type: none"> ▪ Experience of the Project Manager (3) ▪ Adequate resources committed to the Project (2) 	5
4.	Development Team <ul style="list-style-type: none"> ▪ Experience of identified team members (3) ▪ Past experience working together (2) 	5
5.	Proposed Deal Structure <ul style="list-style-type: none"> ▪ Clarity of proposed structure 	20
6.	Financial Statements	10
7.	Outreach <ul style="list-style-type: none"> ▪ Commitment to Section 3 ▪ Experience with public housing residents or community-based organizations 	5
8.	References <ul style="list-style-type: none"> ▪ Developer Entity ▪ Development Team members 	5
9.	Required Forms <ul style="list-style-type: none"> ▪ All required forms included and completed 	3
	Total	100

The purpose of this RFQ is to solicit qualifications so that SHA may, from among a range of qualifications, select an offer of services that best meets its needs and requirements. Written qualifications containing the requested information will serve as the primary basis for final selection. SHA may, at its sole discretion, interview any number of Respondents prior to final selection.

All qualifications will be reviewed by SHA based on the evaluation criteria in this RFQ. SHA will select the top firm based upon its proposal and ranking, the results of reference checks, and the effectiveness of the presentation, for those in the competitive range, during the interview process, if interviews are conducted.

SHA reserves the right to conduct negotiations with one or more Respondents if, in the sole opinion of SHA, that method will provide the greatest benefit to SHA.

10.0 AWARD OF CONTRACT

10.1 Development Agreement. Upon selection, SHA will negotiate a Development Agreement (“DA”) with the Developer. Approval will be required from SHA’s Board of Commissioners.

The Award of the Contract will be composed of the proposal evaluation, oral interview of respondents determined to be competitive (in person or by telephone), negotiation and recommendation to the SHA Board of Commissioners for approval.

The timeframe for delivery of all services will be based on the overall project schedule. For the purposes of this proposal, it will be assumed to last through at least construction completion and stabilization, and possibly through the initial 15-year compliance period of the Development.

11.0 GENERAL CONDITIONS

11.1 Obtaining a copy of the Request for Qualifications. Respondents may obtain a copy of the RFQ at www.superiorhousing.org.

11.2 Acceptance of RFQ and Contract Terms. Respondent’s submission of a statement of qualifications in response to the RFQ shall constitute acceptance by the Respondent of the terms and conditions of this RFQ and the terms and conditions contained in all documents attached to and/or referenced in this RFQ. In the event SHA elects to designate the Respondent as the Developer pursuant to this RFQ, the selected Developer agrees to enter into the Development Agreement and other transactional documents satisfactory to SHA.

11.3 Conditional Notice of Award and Contract Award

Subject to the rights reserved in this RFQ, SHA intends to notify the top-ranked Respondent no later than **(60) days** after the date designated for receipt of qualifications. The signing of a Development Agreement is subject to the approval of the SHA Executive Director and Board of Commissioners, and SHA shall condition it on the successful negotiation of revisions, if any, to the terms proposed by the Respondent.

11.4 Contract Form. SHA will not execute a contract on the successful Respondent's form of contract and contracts will only be executed on SHA’s form of contract and by submitting a proposal the successful Respondent agrees to do so.

Please note that SHA has no ability to and will not at any time modify any HUD required clauses contained in any of the HUD forms included as a part of this RFQ.

11.5 No Warranty. Respondents are required to examine the RFQ and instructions pertaining to the services requested. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation as to be fully informed as to the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFQ and/or instructions.

11.6 Expense of RFQ Submission. All expenses incurred in the preparation and submission to SHA of qualifications in response to this RFQ shall be borne by the Respondent.

11.7 Compliance with Applicable Laws and Regulations. The Respondent agrees to comply with all other relevant and applicable laws and/or regulations and other governmental requirements.

11.8 SHA Reservation of Rights. SHA reserves the right to cancel this RFQ, or to reject, in whole or in part, all qualifications received in response to this RFQ, upon its determination that such cancellation or rejection is in the best interests of SHA. SHA further reserves the right to waive any minor informalities in any qualifications received, if it is in the public interest to do so. The determination of the criteria and process whereby qualifications are evaluated, the decision as to who shall receive a contract award, or whether or not an award or awards shall be made as a result of this RFQ, shall be at the sole and absolute discretion of SHA.

11.9 Insurance and Requirements. As a condition of award, the selected Developer must commit to fulfilling reasonable professional liability and other insurance requirements of SHA including, but not limited to, the following:

- **Workers Compensation Insurance.** An original certificate evidencing the Respondent's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$2,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);

- Professional Liability Insurance. An original certificate showing the Respondent's professional liability and/or "errors and omissions" coverage (minimum of \$2,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- Automobile Insurance. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$500,000/\$500,000 and medical pay of \$10,000.
- City/County/State Business License. If applicable, a copy of the Respondent's business license allowing that entity to provide such services within the City of Superior, Douglas County, and/or the State of Wisconsin.

11.10 Assignment of Personnel. SHA shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

11.11 Unauthorized Sub-Contracting Prohibited. The successful Respondent shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of SHA. Any purported assignment of interest or delegation of duty, without the prior written consent of SHA shall be void and may result in the cancellation of the contract with SHA.

APPENDIX 1 – REQUIRED FORMS

- HUD 5369-A
- HUD 5369-B
- HUD 5369-C
- HUD 5370-C
- NON-COLLUSIVE AFFIDAVIT
- DEBARMENT CERTIFICATION FORM

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

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

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

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.

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 telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

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

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

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

5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(ii)

(iii)

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

6. Contract Work Hours and Safety Standards Act

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

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

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

(c) **Withholding for unpaid wages and liquidated damages.**

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

SUPERIOR HOUSING AUTHORITY
1219 North 8th Street
Superior, Wisconsin 54880

CONTRACTOR'S
NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he/she
is _____
(Individual, Partner, or Officer of the Firm ofetc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication of conference, with any person, to fix the bid prices of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the _____, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

This Affidavit must be attached to and filed with the bid proposal.

(Authorized Signature)
By _____

(Title)

Subscribed and sworn to before me,
this _____ day of _____, _____

Notary Public (county & state):

My Commission Expires: _____

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, officer, or principal of the Contractor:

- a. Is presently debarred or suspended from covered transactions by any federal or state department/agency;
- b. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is 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 paragraph (b) above; or
- d. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state or local) terminated for cause or default.
- e. The Contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following DUNS Number:

_____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who discloses to Contractor that it is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20_____

By _____
Authorized Signature for Contractor

Printed Name and Title