



Solicitation Type & Number	Proposal- RFP2018-002
Date of Proposal Announcement/Request Web Post Date	May 12, 2018
Solicitation Title	Housing Authority of Fulton County, Georgia – Project- Based Vouchers (PBV) for New Construction of Affordable Housing
Request for Qualifications/Questions Deadline	June 18, 2018 at 6:00pm Eastern Daylight Time
Proposal Due Date Time	July 9, 2018 at 6:00pm Eastern Daylight Time
HAFC Operating Days/Hours (except for Holidays)	Monday through Thursday 8:00 AM–6:00 PM Eastern Daylight Time Friday 8:00 A.M. – 12:00 noon Eastern Daylight Time

DIRECT INQUIRES TO:

Point of Contact	Teresa Davis
Title	HAFC Staff
E-Mail Address	mortgagefinance@hafc.org

Respondents are responsible for reading this solicitation and all exhibits, in its entirety, as updates and revisions have been added. Questions are to be submitted in writing via email to mortgagefinance@hafc.org. Answers to all questions will be posted to www.hafc.org. Respondents are responsible for monitoring www.hafc.org for communications related to this Request for Qualifications. By submitting a response to this solicitation, the Respondent acknowledges that they have read the entire document and is responding with full knowledge of all terms, conditions and requirements as set forth.

PART I – INTRODUCTION

The Housing Authority of Fulton County, Georgia (HAFC) hereby requests Proposals from qualified companies or individuals (“Contractor”) to provide Project- Based Vouchers (PBV) for New Construction of Affordable Housing

****The Housing Authority of Fulton County, Georgia reserves the right to reject any or all proposals. The Housing Authority of Fulton County, Georgia is an equal opportunity employer and contracting agency.**

PART II-SCOPE OF SERVICES

The Housing Authority of Fulton County, Georgia (HAFC) issues this Request for Proposals (RFP) to seek proposals from developers interested in applying for up to 60 Project Based- Vouchers (PBV) specifically made available to provide affordable housing to be used in new construction of multi-family affordable housing rental project(s) in Fulton County, Georgia that serve low-income, very low-income and extremely low- income households. HAFC is looking for experienced developers capable of delivering high quality affordable housing. Successful proposals will need to demonstrate experience with the type, size, scale and complexity of housing proposed to be developed.

As a result of this RFP, awards will be funded to either a single or multiple projects depending on available resources. HAFC reserves the right as the result of our review to determine the best mix of resources for a proposed project. The HAFC reserves the right to add additional contractors, at the HAFC’s sole discretion.

Successful applications will demonstrate how their project can advance HAFC development goals. These include:

1. Increased opportunities for affordable housing in Fulton County, Georgia
2. De-concentration of low-income housing
3. Development of housing that increases access to community services (e.g. social services, health care, transportation, youth programs, adult education & jobtraining).
4. Increase in the number of units that would be available to households at or below 30% of Area Median Income (AMI).
5. Developments that add to the long term financial sustainability of the HAFC.

II. Project Developer

The HAFC is looking for developers with a demonstrated ability to successfully finance, construct and operate projects of comparable type, size, scale and complexity. Developers must demonstrate the ability to:

1. Deliver projects on time and within the forecasted budget
2. Work with the public sector in public/private real estate development projects
3. Take on a new project given the developer’s other commitments
4. Demonstrate ability and plan to successfully utilize Project-Based Vouchers and comply with Fair Housing and all federal regulations
5. Implement a relocation plan, if applicable, per the necessary rules and regulations based on funding requirements
6. Operate the project in compliance with funding requirements throughout the period of affordability

All developers must be in good financial, legal and organizational standing.

III. Project-Based Voucher Program

PBV Eligibility

Project-Based Vouchers (PBV) are an optional component of the Housing Choice Voucher (HCV) program that Public Housing Authorities may choose to implement. The HAFC is accepting PBV Proposals for up to sixty (60) PBVs units to be developed and utilized in two (2) phases with 100 units in each phase specifically made available to provide affordable housing in new construction units that can meet the following minimum requirements:

1. Expand the affordable housing stock available to Fulton County, Georgia residents;
2. Serve families at or below 80% of the Area Median Income (AMI);
3. Increase the affordability of housing currently not affordable to households below 30% of AMI;
4. Demonstrate evidence of site control.

Through the PBV program, the HAFC will enter into a housing assistance payment (HAP) contract with selected property owner(s) for an initial term of no less than one year and no more than 20 years. The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis

Any time before expiration of the HAP contract, the HAFC may extend the term of the contract for an additional term of up to 20 years if HAFC determines an extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities.

Housing assistance subsidies will be provided while eligible families occupy the rental housing units and the units meet other program standards. The HAFC will maintain the waiting list and refer program participants to the project owner in order to fill vacant units. The HAFC subsidy standards will determine the appropriate unit size for the family size and composition.

Certain types of housing units and/or developments are **not eligible** for PBV assistance [24 CFR 983.53] including:

- Shared housing;
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- Nursing homes or facilities providing continuous psychiatric, medical, nursing service, board and care, or intermediate care;
- Units that are owned or controlled by an educational institution or its affiliate and designed for occupancy by the students of the institution;
- Manufactured homes;
- Cooperative housing;
- Transitional housing;
- Owner-occupied housing units;
- Units occupied by an ineligible family at the time of proposal submission or prior to execution of the Housing Assistance Payment (HAP) contract.

Additionally, the HAFC may not attach or pay PBV assistance to units in any of the following types of subsidized housing (24 CFR 983.54):

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs

- of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the HAFC in accordance with HUD requirements.

The number of PBV assisted units are limited to the greater of 25 units in a project or 25% of the units in a project, with the following exceptions, which have no limit: projects serving elderly persons (age 62+) and projects serving households receiving supportive services.

Site Selection Standards [24 CFR 983.57]

It is the HAFC's goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal HAFC will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

The HAFC will grant exceptions to the 20 percent standard where the HAFC determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD- designated Enterprise Zone, Economic Community, or Renewal Community;
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;
- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;
- A census tract where there has been an overall decline in the poverty rate within the past five years; or
- A census tract where there are meaningful opportunities for educational and economic advancement

A site for newly constructed housing must be consistent with the HAFC's Administrative Plan. The plan is available on-line at www.HAFC.org

The PBV project must also be in compliance with the Conduct of Development Work [24 CFR 983.154].

Fair Housing

All Projects must comply fully with all federal, state and local nondiscrimination laws and rules and regulations governing fair housing and equal opportunity in housing and employment. The HAFC is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. The HAFC requires affirmative advertising and marketing in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin. All projects must have completed and submitted to the HAFC an Affirmative Fair Housing Marketing Plan (AFHMP) (HUD-935.2A) prior to award of PBVs.

Wait List

Preference will be given to projects that have screening criteria that allows qualified residents to be pulled off the HAFC's Master wait list for Housing Choice Voucher (HCV)/Section 8. All current wait lists families must be given the first opportunity to apply for available units and the wait list before all other families.

PBV Contract Rents

For each unit type and size, the proposed contract rent must be provided as well as a breakdown of the utilities to be paid by the tenant and by the owner.

The HAFC's goal is to provide as many families with vouchers as possible. Given the budget limitations of the program, the HAFC must implement policies that control its HAP expenditures. It is expected that developers will build units that meet the 80% AMI affordability threshold and have set its rents accordingly.

The rent to owner including utility allowances must not exceed the lowest of:

- An amount determined by the HAFC
 - For general PBV's with HOME funds an amount not to exceed the High HOME Rent Limit; or
 - For all other PBV's not to exceed the HAFC's payment standards
- The reasonable rent; or
- The rent requested by the owner.

Current Fulton County, Georgia 2018 Payment Standards are: (this changed with the small market FMRs and since we don't know the zip code we are awarding it could be different)

Unit Size (# of Bedrooms)	High HOME Rent	HAFC Payment Standard
0	\$571	\$628
1	\$744	\$818
2	\$899	\$988
3	\$1,162	\$1,436
4	\$1,278	\$1,620

During the course of the tenant's lease, the owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose. Upon expiration of the lease the owner may renew the lease; refuse to renew the lease for good cause; or refuse to renew the lease without good cause.

IV. SUBMISSION REQUIREMENTS

Application Review Panel

The HAFC Executive Director will appoint a PBV Selection Panel to review, evaluate, and rank the applications according to the selection criteria. This panel will, at a minimum, consist of the Executive Director and 2 other people selected at the discretion of the Executive Director.

In the event that HAFC-owned units* are recommended for project basing, applications and the recommendation of the panel will be forwarded to the HUD field office for review. (*includes tax credit units with ownership interest by the HAFC, as well as units owned by the HAFC instrumentalities.)

Minimum Requirements

The HAFC will review all applications and is solely responsible for determining that each application is responsive to and in compliance with the HAFC's written selection criteria and procedures, and in conformity with HUD program regulations and requirements. HAFC will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;
- Extent to which the project furthers HAFC goal of deconcentrating poverty and expanding housing and economic opportunities;
- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and
- Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, HAFC will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

The application must contain at a minimum the following information:

- Certification that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non- procurement programs.
- Proposed initial gross rents do not exceed the HAFC PBV Payment Standards above including any applicable allowance for tenant-paid utilities for the size of the unit.
- Property must meet eligibility requirements under §983.7 (Eligible and ineligible Properties and the HAFC-owned units), §983.11 (Other Federal requirements), and §983.6 (Site and Neighborhood Standards).
- Requested PBV assistance is in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.
- Property will be constructed with funding other than assistance under the U.S. Housing Act of 1937 in accordance with §983.9.
- No construction has begun, as evidenced by HAFC inspection
- The number of PBV assisted units are limited to the greater of 25 units in a project or 25% of the units in a project, with the following exceptions, which have no limit: projects serving elderly persons (age 62+) and projects serving households receiving supportive services.
- Extent to which units are occupied by families that are eligible to participate in the PBV program.
- A description of the housing including the number of units by size, bedroom count, bathroom count, sketches of the proposed new construction or rehabilitation, unit plans and estimated date of construction, if applicable. Amenities and other services should also be included in this description.
- Evidence of site control and for new construction, identification and description of the
- proposed site, site plan and neighborhood.
- Evidence of current zoning or evidence to indicate that rezoning is likely and will not
- delay the project.
- The proposed contract rent for the project including which utilities are included and for those utilities not

- included an estimate of average monthly costs for the first year of occupancy.
- A statement identifying all information related to displacement and relocation and identification of the responsible party that will carry out the relocation.
- Identification of the owner and other project principals, investors and other parties that have a substantial interest in the project and information on the qualifications and experience of the principal participants.
- A management and maintenance plan for the project.
- Evidence of financing to support the project.
- Other relevant information as determined by HAFC.

Format Requirements

Proposers must submit one (1) copy of the proposal, either as a hard copy or an electronic version by the due date. Brevity is strongly encouraged. Respond only to items listed below and include only relevant information. The reviewers will not consider materials that are not requested. Upon receipt of each Proposal, HAFC's will date-stamp it to show the exact time and date of receipt. All Proposals received will become the property of the Housing Authority of Fulton County, Georgia and will not be returned to the proposers.

The deadline for submitting such questions is July 9, 2018 at 6:00pm Eastern Daylight Time. If in the HAFC's opinion, additional information or interpretation is necessary, such information will be supplied in the form of an Addendum that will be posted to the HAFC website: (www.HAFC.org)

Such addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions given to prospective respondents by the HAFC employees or its agents shall not bind the HAFC. All Addenda shall be issued by the HAFC not less than five (5) calendar days prior to the qualifications deadline.

Hard copies can either be mailed or hand delivered to.

Housing Authority of Fulton County, Georgia
Attn: RFP for PBV RFP2008-002
4273 Wendell Drive SW
Atlanta, GA 30336

The electronic copy should be emailed to: mortgagefinance@hafc.org with the Subject: ***RFP for PBV RFP2008-002***

The proposals must be typed. To be considered responsive, each submittal should:

- Be presented in an 8.5" X 11" format, either vertical or horizontal; and
- Be typed with a font size no smaller than 10 points.

No facsimile proposals will be accepted.

Once submitted, no additions, deletions, or substitutions may be made to written Proposal.

Proposal Requirements

To be considered responsive and responsible, each Developer shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of the HAFC, does not fully and completely address these requirements will not be reviewed. Limit your proposal to the equivalent of 20

pages not including Cover letter, Required Forms or Appendices.

A. Cover Letter

Cover letter signed and submitted by the principal party authorized to contract on the organization's behalf. The cover letter should include a brief overview of the project; the number of PBV units requested; projected population; and amount of Disposition funds if any, being requested as part of this RFP.

B. Required Forms

1. Project Summary Sheet - See Exhibit A.
2. Proposer Certification – See Exhibit B.

Evaluation Criteria Points

EVALUATION CRITERIA	POINTS
The proposed housing serves an underserved target population in order of priority: developmentally disabled; other disabled; elderly; and large families.	20
The proposal preserves and rehabilitates historic properties or develops new affordable housing through new construction.	20
The proposal submitted demonstrates a thorough, in-depth, well-planned project meeting all federal requirements and other eligibility criteria.	20
The applicant's qualifications are appropriate for the project under consideration and firm financial commitments are adequately documented.	20
Rental subsidy is necessary for the viability of the project, management of the project is consistent with Section 8 requirements and the degree to which supportive services will be provided to the project.	20
TOTAL MAXIMUM POINTS	100

V. EVALUATION PROCESS

Method of Award

Proposals that meet all the RFP requirements will be evaluated and ranked by the H AFC panel. A H AFC ranking list will be prepared according to the points awarded to each proposal. The H AFC may, at its discretion, select none, one or more of the proposals submitted.

After selection, the successful development team and the H AFC lead staff will begin a period of exclusive negotiations. During the exclusive negotiation period the selected development team and the H AFC staff will work toward agreement on a memorandum of understanding (MOU) or other similar document. The MOU will lay out the basic terms of the development, including a rough financial structure, and building design and program. The MOU will form the basis a development agreement (DDA) which will bind both parties to specific deal terms. A "Letter of Reservation of Funds" will be made available to selected proposals, to be use in the application of other development finance.

The H AFC reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the H AFC to be in its best interests. The H AFC reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services. If a proposal is determined to be non-responsive a notice will be mailed to the applicant identifying the disqualifying factor.

The H AFC reserves the right to award fewer than the number of units requested, if the requester agrees to accept a

lower number of PBV units. The HAFC shall have no obligation to compensate an applicant for costs incurred in responding to this RFP.

VI. CLARIFICATIONS AND ADDENDA

A. Questions and Comments

Any respondent requiring clarification of the information contained within this RFP must submit in writing no later than June 18, 2018 at 6:00pm Eastern Daylight Time specific questions or comments via email to: mortgagefinance@hafc.org with the Subject: *RFP for PBV RFP2018-002*

B. Required Information

The successful respondent must be licensed to do business in the State of Georgia.

A responsive proposal shall include:

1. A complete response to RFP questions
2. ATTACHMENT A A signed copy of Project Summary Sheet
3. ATTACHMENT B A signed copy of the Proposer Certification
4. ATTACHMENT C A signed copy of the Debarment Certification
5. ATTACHMENT D A signed copy of the Contractor Affidavit under O.C.G.A §13-10-91(b)(1)
6. ATTACHMENT E A signed copy of the HUD-5370-EZ (General Contract Conditions for Small Construction/Development Contracts)
7. ATTACHMENT C A signed copy of the HAFC Certification of Non Discrimination
8. ATTACHMENT D Non-Collusive Affidavit

NOTE: The following form is attached and will be required to be executed at the time a contract is awarded and executed: Minority Business Participation Commitment

C. Specifications Limiting Competition

Respondents may comment on any specification or requirement contained within this RFP which they feel limits competition. Such comments may be formal or informal and are to be addressed to the Housing Authority of Fulton County, Georgia (HAFC) to mortgagefinance@hafc.org.

D. Award of Contract: Clarification or Rejection of Proposals

The HAFC will evaluate proposals and will rate proposals using the scoring methodology described in Section V. of this RFP.

The HAFC reserves the right to seek clarification of the written Proposals from respondents.

The HAFC reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of HAFC.

The HAFC reserves the right to reject the proposal of any proposer including those who have previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to

perform the contract, or who has neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers, or employees. The HAFC also reserves the right to reject the proposal of any proposer listed in the current issue of "List of Parties Excluded from Federal Procurement and Non-procurement Programs" U.S. General Services Administration, Office of Acquisition Policy or listed in the HUD Limited Denial of Participation, current edition.

E. Right to Protest

Any actual proposer who is adversely affected or aggrieved by the HAFC's award of the contract to another proposer on the same solicitation shall have fourteen (14) calendar days after notice of intent to award has been issued to submit a written protest of the award. The written protest shall specify the grounds upon which the protest is based and are to be addressed to the Housing Authority of Fulton County, Georgia (HAFC) to mortgagefinance@hafc.org. The HAFC will not entertain protests submitted after the time period established in this rule.

F. Cancellation

The HAFC reserves the right to cancel or reject any or all Proposals, and to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the HAFC's best interest. In no event shall the HAFC have any liability for cancellation of award.

G. Cost of Preparation

Costs incurred by respondents in preparation of a response to this RFP shall be borne by the respondents.

H. References

The HAFC reserves the right to investigate references of our choice. Investigation may include past performance of any development team member with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule or on budget, and its lawful payment of subcontractors, employees, and workers. If demanded by the HAFC, supportive references must be furnished.

I. Confidentiality

Proposals are public records. All information submitted by respondents shall be public record and subject to disclosure pursuant to the Georgia Public Records Act, except such portions of the Proposal for which respondent requests exception from disclosure consistent with Georgia Law. All requests shall be in writing, noting specifically which portion of the proposal the respondent requests exception from disclosure. Respondents shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the HAFC as a result of this RFP.

J. Post Award

The HAFC may request additional information to evaluate the viability of the project sponsor and/or the project. This may include but is not limited to; previous audits, certified financial statements and additional project information.

ATTACHMENTS

ATTACHMENT A	Project Summary Sheet
ATTACHMENT B	Proposer Certification
ATTACHMENT C	Debarment Certification
ATTACHMENT D	Contractor Affidavit under O.C.G.A §13-10-91(b)(1)
ATTACHMENT E	HUD-5370-EZ (General Contract Conditions for Small Construction/Development Contracts)
ATTACHMENT F	HAFC Certification of Non Discrimination
ATTACHMENT G	Non-Collusive Affidavit

NOTE: The following form is attached and will be required to be executed at the time a contract is awarded and executed:
Minority Business Participation Commitment

EXHIBIT A

**Project Summary Sheet
HAFC PROJECT-BASED VOUCHER PROGRAM**

SPONSOR INFORMATION	
Name of Organization:	Contact Person:
Mailing Address:	Phone Number:
	E-Mail Address:
PROJECT INFORMATION	
Name of Project:	Address:
Owner:	Tax I.D. #:
HOUSING INFORMATION	
Census Tract Proposed Project	
# of Total Units:	#
# of Proposed PBV Units by Bed and Bath Size:	#
Proposed Amenities in units and on site: (E.g. Washer and Dryer, Community Room, Wi-Fi, etc.)	
Proposed Rents:	
Utility Responsibility for Tenants	Electric
	Gas
	Water
	Sewer
	Garbage
# of Proposed Units Below 30% MFI:	#
Proposed Completion Date:	
Proposed PBV Contract Term:	
Average Cost/Unit:	
ANTICIPATED FUND SOURCES	
Disposition Funds	\$
HOME Funds	\$
LIHTC Tax Credits	\$
Other Sources:	\$
	\$
	\$

By submitting a proposal, a proposer expressly represents it has taken no exception to any term, condition, obligation or requirement contained in this solicitation document, or any addenda to this solicitation, which is not expressly stated in its proposal.

The undersigned certify that the information provided herein, to the best of their knowledge, is true, complete, and accurately describes the proposal.

Signature of Authorized Representative

Date

Exhibit B

PROPOSER CERTIFICATION

Each Proposer must read and sign this section.

Failure to do so may mean the proposal is deemed non-responsive.

1. By submitting a proposal, proposer expressly represents it has taken no exception to any term, condition, obligation or requirement contained in this solicitation document, or any addenda to this solicitation, which is not expressly stated in its proposal.
2. This RFP is not a solicitation of competitive bids. The HAFC by this request for proposals specifically reserves the right in its sole discretion to determine which proposals best serve the public good, and to:
 - A. Revise the solicitation, evaluation, or selection process including extending the deadline or canceling without selecting any Projects.
 - B. Waive informalities and irregularities in the proposals received in response to this RFP.
 - C. Disqualify without recourse or appeal any or all proposals.
 - D. Reject any or all proposals with or without cause.
 - E. Determine the timing, arrangement and method of any presentation throughout the process.
 - F. Verify and investigate the qualifications and financial capacity of the Project Sponsor, and any of the information provided in the proposal.
3. Every effort has been made to provide current and correct information; however, unless citing a specific HAFC approved resolution or plan, the HAFC makes no representation or warranty with respect thereto.
4. Restrictions on communication. Every effort has been made to include herein all the information necessary to prepare and submit a responsive proposal to this RFP. However, in the event additional information is desired, please adhere to the following:
 - A. During the course of this RFP, development teams are cautioned not to undertake any activities or actions to promote or advertise their proposals except in the course of HAFC-authorized presentations; or to make any direct or indirect (through others) contact with members of the Board, staff review committee members (if named) or HAFC staff members not identified in this RFP as a contact for specific information.
 - B. The HAFC will not hold "one-on-one" meetings with any development teams during the evaluation process except as part of a scheduled interview or presentation process involving all or a "short list" of development teams. The HAFC may, however, ask individual development teams clarifying questions or obtain additional information about some specific point of a proposal.
 - C. Failure to abide by these restrictions is grounds for disqualification. This RFP does not commit the HAFC to enter into an agreement.
5. Respondents to this RFP are prohibited from employing or retaining a former HAFC employee to assist in the preparation of a proposal to this RFP if the former HAFC employee has been separated from the HAFC for less than one year and was associated with the Property or related project while employed by the HAFC.

6. The selected development team is further prohibited from employing or retaining a former HAFC employee who has been separated from the HAFC for less than one year and was associated with this Project while employed by the HAFC.
 - A. To work on or receive any financial gain related to the Project; or
 - B. To work in a capacity responsible for influencing, or trying to influence the actions of the HAFC other than through public testimony.
7. Proposer agrees to make the proposal a binding offer to the HAFC for a period of one (1) calendar year from the date proposals are due.
8. Proposer agrees to bring all required reporting to the HAFC current as of the date of official selection.
9. Proposer further certifies:
 - A. This proposal is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm or corporation; proposer has not induced any person, firm or corporation to refrain from proposing; and proposer has not sought by collusion or fraud to obtain for itself any advantage over any other proposer or over the HAFC.
 - B. It has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest, and that the key personnel and principals identified to perform work under an awarded contract do not have any undisclosed personal or business relationships with any of the HAFC employees.
 - C. The undersigned warrants that s/he is an authorized representative of the proposer; has read, understands and agrees to be bound by all RFP instructions, specifications, contract terms and conditions contained herein (including all addenda issued for this solicitation); that the information provided in this proposal is true and accurate; and understands that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Signature of Proposer's duly authorized representative:

_____ Date: _____

Printed Name and Title: _____

Legal Name of Proposer/Firm:

(Mandatory) Federal Tax Identification Number (FEIN or SSN): _____

Upon receipt of each Proposal, HAFC's will date-stamp it to show the exact time and date of receipt. All Proposals received will become the property of the Housing Authority of Fulton County, Georgia and will not be returned to the proposers.

ATTACHMENT C

CERTIFICATION OF PROPOSER

REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. 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 paragraph (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

SAVE AFFIDAVIT IN ACCORDANCE WITH O.C.G.A §50-36-1(e)(2)
THE HOUSING AUTHORITY OF FULTON COUNTY, GEORGIA
AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a contract with The Housing Authority of Fulton County, Georgia, or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I state the following with respect to my application for a public benefit from The Housing Authority of Fulton County, Georgia:

For: _____ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States Citizen
OR

2) ___ I am a legal permanent resident 18 years of age or older
OR

3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.

All non-citizens must provide their Alien Registration Number below.

Alien Registration number for non-citizens _____

The undersigned applicant also hereby verifies that he or she has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit. **The secure and verifiable document provided with this affidavit is:**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute

BY: _____
Signature of Applicant

Date:

Printed Name:

Sworn to and subscribed before me
this ____ day of _____, 201__

Notary Public
My commission expires: _____

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A §13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of The Housing Authority of Fulton County, Georgia: (1) has registered with; (2) is authorized to use; (3) is using; and (4) will continue to use throughout the contract period a federal work authorization program known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines established in the Act and the Rules.

The undersigned subcontractor further agrees that it will contract for the physical performance of services in satisfaction of the Contract only with sub-subcontractors who present an E-Verify Affidavit to the undersigned subcontractor with the information required by the Act and the Rules. The undersigned subcontractor will forward notice of the receipt of an E-Verify Affidavit from a sub-subcontractor to the Contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an a E-Verify Affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the Contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Employment Eligibility Verification (E-Verify)	Date of Authorization	User Identification Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

BY: _____	_____
Authorized Officer or Agent	Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me
this ____ day of _____, 201__

Notary Public
My commission expires: _____

General Contract Conditions for Small Construction/Development Contracts

**U.S. Department of Housing and Urban
Development**
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-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 Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 and fringe benefits therefor only when all the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee 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.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, 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 or 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.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor'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).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, 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 these provisions.

(m) 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 exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

ATTACHMENT F

H AFC Certification of Non Discrimination

The offeror/bidder agrees and warrants that in the performance of the contract, if awarded, such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. The supplier further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, gender, religion, creed, age, familial status, national origin, veteran status, or disability. It is understood that non-discrimination shall include all forms of harassment and specifically sexual harassment. The contractor hereby certifies the foregoing and that the contractor will adhere to and enforce all applicable federal, state and local laws pertaining to non-discrimination.

Authorized Signature: _____

Company Name: _____

By: _____

Date: _____

ATTACHMENT G

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she

is a _____ of _____
(A Partner or Officer of Business, etc.) (Name of Business)

who is 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, collusion, communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true.

Signature of Bidder
If Bidder is an Individual

Signature of Partner
If Bidder is a Partnership

Signature of Officer
If Bidder is a Corporation

Subscribed and sworn to before me this

_____ day of _____, 2017

Notary Public _____

My Commission expires: _____

