

City of Ann Arbor

Ann Arbor Housing Commission

Request for Proposal for Affordable Housing
Development Consultant and Co-Developer

RFP 836

SUBMISSION DEADLINE

Tuesday, November 7, 2012 11:00 AM EST

An Equal Opportunity Employer
An Equal Housing Provider

Table of Contents

A. OBJECTIVE 3

B. CONTACTS AND QUESTIONS 4

C. SUBMISSION PROCESS 4

D. SCOPE OF SERVICES..... 6

 Ann Arbor Housing COMMISSION's Role..... 7

 The Co-Developer’s Role 8

 The Consultant's Role 9

E. DISCLOSURES..... 10

F. RIGHT TO REJECT PROPOSALS..... 10

G. COST LIABILITY..... 10

H. SCHEDULE..... 10

I. RESERVATION OF RIGHTS..... 11

J. SUBMISSION REQUIREMENTS..... 12

Exhibit A: Evaluation criteria scoresheet Co-Developer 16

Exhibit B: Evaluation criteria scoresheet Consultant 18

EXHIBIT C: RAD Timeline 20

EXHIBIT D: Properties under consideration for conversion under rad 22

Attachment 1: Experience worksheet..... 23

Attachment 2: non-collusion affidavit 24

Attachment 3: Proposals Submission Agreement..... 25

Attachment 4: Certifications and Representations of Offerors Form (HUD 5369-C).....26

Attachment 5: Certifications Regarding Debarment and Suspensions Form (HUD 2992).....28

Attachment 6: Certification Regarding Lobbying Form (CD-511).....30

Attachment 7: FairEmployment31

Attachment 8: Living Wage Forms.....33

Attachment 9: Contract Compliance.....35

Request for Proposal

Consultant and Co-Developer Services

A. OBJECTIVE

Ann Arbor Housing Authority, (“AAHC”), Ann Arbor, Michigan, is soliciting proposals from both an experienced consultant and a co-developer to assist a long-term, multi-project revitalization of up to 360 public housing residential units. It is the intent that the development consultant will assist in complying with HUD’s Rental Assistance Demonstration (RAD) NOFA from HUD approval to closing. The AAHC is also seeking a co-developer and co-general partner for Low Income Housing Tax Credit projects. AAHC, or its non- profit affiliate, will maintain the ownership control of all properties.

According to HUD, HUD created RAD to enable public housing authorities to convert public housing units to long-term Section 8 project-based vouchers – either project based rental assistance administered by HUD or project based vouchers administered by the AAHC. One of the main objectives of RAD is to address the large back-log of capital needs that has accumulated over the years for the 1.2 million units of public housing. This back-log is estimated by HUD to be over \$26 billion dollars. The AAHC has an estimated back-log of \$14 million or about \$37,000/unit.

Today, the Capital Fund Program provides the primary source of funding for public housing repairs and renovations. However, Capital Fund annual appropriations have consistently fallen below the amounts required to keep pace with basic capital needs. These chronic funding shortfalls have contributed to the loss of over 230,000 public housing units in the past fifteen years, only a little more than 80,000 of which have been redeveloped.

Under RAD, the AAHC would essentially exchange operating and capital subsidies under the Public Housing program for long-term Section 8 project-based rental assistance contracts. Property-based Section 8 contracts would provide the AAHC access to private financing to renovate public housing properties, consistent with other Federally-assisted housing programs. Private financing could take the form of loan proceeds (debt), equity, and/or grants.

The AAHC is applying to HUD to convert approximately 275 out of its 360 public housing units under the RAD application which is due to HUD by October 24, 2012. If selected by HUD, the AAHC will work with the consultant to secure grant funds and comply with documentation for

HUD's RAD conversion process and the co-developer to secure LIHTC and private debt, construction management and assist with LIHTC compliance. See HUD's website at <http://www.hud.gov/RAD> for more information about the RAD program.

The AAHC currently has 360 public housing residential units divided into 2 Asset Management Projects ranging from single family homes to a 104 unit high-rise. All of the units are located in the City of Ann Arbor, Michigan. The AAHC can choose any single or combination of properties to convert under RAD, but the units must all be in the same AMP. The AAHC can make more than one application under the RAD program. The AAHC has an East and a West AMP. A list of properties that are under consideration to be included in the RAD application are included in Exhibit D.

In addition to public housing, the AAHC manages the following voucher programs:

Housing Choice Vouchers	1,333 Vouchers
Veterans Administration Supportive Housing	150 Vouchers
Shelter Plus Care	42 Vouchers
Project Based Vouchers	20 Vouchers

B. CONTACTS AND QUESTIONS

The RFP is issued by the City of Ann Arbor, Procurement Unit. All questions regarding this bid process must be addressed to Procurement Unit via email LNewton@a2gov.org.

Questions regarding proposal content may be directed to Jennifer Hall, Director Ann Arbor Housing Authority, via email jhall@a2gov.org.

Question deadline shall be October 30, 2012 by 3:00 PM.

C. SUBMISSION PROCESS

All Proposals are due and must be delivered to the City Procurement Unit on or before November 7, 2012 by 11:00 am (Eastern time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Proposal and three (3) additional Proposal copies and four (4) copies of the Proposal Fee in a separate sealed envelope contained within the bidders sealed proposal. Proposal submitted must be clearly marked: **RFP 836 – Affordable Housing Development Consultant and Co-Developer and then list Bidders name and address. Proposals must be addressed and delivered to:**

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals should be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday.

The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Bidder is responsible for submission of their Proposal.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

To be considered, each firm must submit a response to this RFP using the format provided herein. No other distribution of proposals is to be made by the submitter.

The proposal must be signed in ink by an official authorized to bind the submitter to its provisions. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should not include any plastic covers, binders, or other non-recyclable materials. The AAHC will rate and rank all proposals received by the deadline according to evaluation criteria established herein. Responders may be asked to participate in a telephone or personal interview if they are among the top rated responses.

The AAHC reserves the right to reject any and all submissions, to waive informalities and minor irregularities in submissions deemed to be in its best interests.

D. SCOPE OF SERVICES

This RFP is intended to serve two purposes: 1) to procure a co-developer and co-general partner and 2) to procure a consultant to assist the AAHC comply with HUD's RAD conversion process and to apply for grant funding such as FHLB AHP funds, HOME, CDBG, or other funds. The AAHC, or its non-profit affiliate, will serve as the co-developer with a development company that is experienced in the use of federal LIHTC and financing from HUD. The AAHC, under the advisement of the consultant and co-developer, shall select the other key members of the team which may include architectural, legal, construction, management and financial services.

The AAHC's vision is to create an attractive multifaceted community strategically combining public housing, Project Based Section 8, multi-family and mixed-income housing.

The AAHC does not currently have any experience developing or managing Tax Credit properties. The AAHC desires to develop this capacity, learn from the co-developer in order to eventually develop Tax Credit properties as the sole general partner.

The AAHC is currently working with a financial consultant to determine the best units to convert under RAD. The AAHC's goal is to proceed as expeditiously as possible. HUD will notify RAD applicants in November 2012 if they have been selected for conversion. If selected, the AAHC wishes to submit:

- a 9% tax credit application in response to MSHDA's QAP in February/March 2013 for one application; and
- An application to MSHDA as soon as possible for 4% LIHTC with tax exempt bond financing (either under MSHDA's direct lending program or its Short-term Modified Pass Through program)

Respondents shall certify their ability to start work immediately and should be prepared to present AAHC with a staffing plan that addresses the needs of the project.

ANN ARBOR HOUSING COMMISSION'S ROLE

This list is not necessarily all-inclusive:

- Engage the selected Co-developer in the overall development process including decisions impacting the development and management of the project
- Interface with HUD
- Interface with City of Ann Arbor and obtain approval to transfer ownership of property along with other approvals as needed (building, zoning etc.)
- Public relations between the development and the community
- Provide some guarantees to be negotiated with the selected Co-developer and various lender and syndicators
- Assist in applying for local/state/federal funding to help support the development financing
- Provide up to \$100,000 in pre-development funds for market study, appraisals, and other pre-development activities
- Provide properties for re-development
- Maintain Co-ownership control of all properties (through either the AAHC or its non-profit affiliate)
- Establish a financial structure that allows it to participate in a stream of income from the development, including the developer's fee cash flow and incentive management fees
- Provide historical operating costs to develop detailed operating budgets showing at least 15-year projections
- Assist with Section 3 and Davis-Bacon compliance
- Coordinate community and supportive services
- Participate in the overall development process including making decisions impacting the development and management of the projects.
- Assist design, construction and quality control of the development.
- Comply with Section 504 of the Rehabilitation Act, as amended, and the rules and regulations there under, with regard to provision of accessible housing.
- Secure project based vouchers
- Work with co-developer to apply for Tax Credits and bond financing if appropriate
- Leasing and managing waitlists

THE CO-DEVELOPER'S ROLE

This list is not necessarily all-inclusive:

- Obtain all permits, approvals, and environmental clearances.
- Hire professional services such as environmental, architectural, engineering, marketing accountant, legal as needed
- Hire general contractor and all trades
- Arrange financing and provide all required guarantees which exceed those which can be provided by the AHC because of its nonprofit & governmental status
- Assist with RAD compliance if needed
- Assist with Low Income Housing Tax Credit application to MSHDA, Federal Home Loan Bank, and other applications as needed
- Assist in developing training and employment opportunities to Section 3 individuals.
- Help encourage participation by MBE, WBE and Section 3 firms
- Ensure compliance with Davis-Bacon
- Develop a cost-effective construction strategy and implementation schedule
- Work with AAHC and consultant to develop detailed project budget or operating pro-formas showing at least 15-year projections.
- Assist AAHC in compiling data for regular monthly reports on the progress of development efforts, including work completed, associated costs, and schedule
- Assist AAHC staff in developing capacity in the development and mixed-finance arenas and managing tax credit apartments
- Assist with resident relocation timeframe and efforts
- Oversee asset management functions as required through lease-up and conversion to permanent financing

Each respondent must have the following:

- a) Experience in maximizing the use of various financing vehicles;
- b) Experience in development construction and affordable housing operations;
- c) Expertise in housing developments that incorporates tax credit and affordable housing financing;
- d) Expertise in regulatory compliance issues;
- e) Expertise in Section 3, Davis-Bacon, and W/MBE compliance
- f) Expertise with local government authorities which regulate the permits and utilities

The Co-Developer partnership shall be negotiated based on the requirements of the funding sources.

THE CONSULTANT'S ROLE

This list is not necessarily all-inclusive:

- Ensure RAD HUD approval process is completed through closing on finances (HUD documentation requirements are listed in Exhibit C under the RAD Timeline)
- Prepare gap financing applications including Federal Home Loan Bank, HOME, CDBG and other applications as determined necessary by the AAHC
- Support AAHC as needed to complete all requirements of development
- Assist with developing a supportive housing program if the AAHC applies for LIHTC under the Permanent Supportive Housing Category

Each respondent must have the following:

- a) Experience in maximizing the use of various financing vehicles;
- b) Experience in development construction and affordable housing operations;
- c) Expertise in housing developments that incorporates tax credit and affordable housing financing;
- d) Expertise in regulatory compliance issues;

- e) Experience with developing supportive services for affordable housing

The Consultant Contract shall be one (1) year with up to four (4) additional negotiated one-year extension options. Failure to reach agreed terms for either extension period may result in contract termination.

E. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a submitter’s proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

F. RIGHT TO REJECT PROPOSALS

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the City’s sole judgment, the best interests of the City will be so served.

G. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

H. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the solicitation schedule for this procurement.

Activity/Event	Anticipated Date
Last Day for Questions	October 30, 2012 3:00 PM
Proposal Due Date and Bid Opening	November 7, 2012 11:00 AM
Interview Consultants (as needed)	November 19 - 23, 2012

HUD notifies AAHC if selected under RAD	November 23, 2012
Consultant Selection/Negotiate Draft Agreement	December 3 - 7, 2012
Ann Arbor Housing Commission Board Approval of Agreements	December 12, 2012

Note: The above schedule is for information purposes only, and is subject to change at the City's discretion.

Proposals submitted shall define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected firm.

RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Bidders.
4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.
6. The City reserves the right to select one or more Bidders to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or for failure to enclose copies of the required documents outlined within the RFP.

9. A respondent's failure to provide accurate information in response to this RFP may disqualify the respondent from further participation in the selection process. Proposals may be corrected, modified or withdrawn, provided that the correction, modification or request for withdrawal is made by the respondent, in writing (e-mail accepted), and is received by AAHC prior to the Proposals submission deadline. After such date and time, the respondent may not change any provision of their response in a manner detrimental to the interest of AAHC and/or fair competition.
10. The key personnel specified by the successful respondent will be considered essential to the work to be performed by the successful respondent. Prior to diverting any of the key personnel for any reason(s), the contractor shall notify AAHC in writing, at least thirty (30) calendar days in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. Changes in personnel may be grounds for contract termination.
11. AAHC is not liable for any costs incurred by the respondents prior to issuance of a contract. The respondents shall wholly absorb all costs incurred in the preparation and presentation of the RFP and oral presentation.

J. SUBMISSION REQUIREMENTS

Responses that do not include all required information may be deemed unresponsive. Each respondent is required to submit a response providing information on the following items:

- 1) Letter of Interest: Respondent's submittals shall be accompanied by a Letter of Interest on the respondent's letterhead. The letter should state proposer understands the scope of services, the commitment to perform the services expeditiously, and a brief statement indicating why the respondent believes they are best qualified to perform the engagement. The letter shall be signed by an authorized signor.
- 2) Respondent's Qualifications: **The respondent shall submit the following information regarding its qualifications and should use the same number and title for each corresponding response** (to simplify review):
 - a) **Previous Housing Development and/or Development Consulting Experience (20 Points):**
 - i) Please use Attachment I to respond to this item (one form per project). Provide information on up to five (5) residential rental development/revitalization projects in which the respondent has participated. Attempt to provide the most recent projects

and the most pertinent to AAHC's scope. Projects that required processing applications and securing HUD approvals for public housing authority and/or multifamily revitalization projects and/or submitting successful affordable housing development proposals through the Michigan State Housing Development Authority (MSHDA) would be most desired.

b) Organizational Structure and Profile of Principals and Key Staff (20 Points):

- i) Provide a description or chart of the organizational structure and staffing of the respondent's team.
- ii) Provide profiles of the principals and key staff that will be involved in the development effort, what roles they would serve for AAHC, and their level of experience as developers and/or development consultants. Highlight their involvement in similar projects and activities, especially their experience in processing HUD applications in securing approvals for public housing authority and/or multifamily revitalization projects and/or submitting successful affordable housing development proposals through MSHDA. Indicate their familiarity with state (Michigan) and local (Ann Arbor) rules and regulations for all aspects of development. Describe individual experience applying for and integrating different subsidies such as LIHTC, tax-exempt bonds, FHA loans, etc. Identify any experience working for or with public housing authorities.
- iii) Certify that all key staff will be available to start immediately or describe existing time commitments which would impair the respondent's ability to proceed expeditiously.

c) LIHTC Application Score (10 points) CO-DEVELOPER ONLY: Indicate the score the respondent will get on MSHDA's 2013-2014 QAP for each component of section D: Development Team Experience? The 2013 – 2014 MSHDA QAP is located at: http://www.michigan.gov/mshda/0,4641,7-141-5587_5601-31750--,00.html

d) Financial (15 points) CO-DEVELOPER ONLY:

- i) Describe how respondent will be able to provide guarantees.
- ii) Describe the firm's experience applying for and integrating different subsidies such as LIHTC, tax-exempt bonds, HOME, CDBG, FHLB AHP, and project-based vouchers.
- iii) Describe proposed methods to fill any financing gaps
- iv) The respondent will describe how the AAHC may participate in the fee structure and cash-flow.

- v) Describe how the AAHC will gain development and management experience to manage mixed-finance properties.
 - e) **Construction and Procurement (15 points) CO-DEVELOPER ONLY:**
 - i) Describe the process the respondent proposes to select a general contractor, architect, engineer, environmental firm, legal, equity investor, financial advisors, and accountants. If organization purposes to respond as a team with any of these firms, please provide a brief history of the firm, similar projects with comparable services and extent that respondent has worked with the firm before. Provide resumes for key staff of team.
 - ii) Provide examples of strategies used which promoted and successfully utilized MBE/WBE and Section 3 in the development effort.
 - f) **RAD Experience (20 points): CONSULTANT ONLY**
 - i) Describe how the respondent has already increased knowledge about the RAD program. Describe how the respondent intends to become an expert on RAD.
 - g) **Supportive Services (20 points):**
 - i) Describe respondent's experience providing or contracting for support services for tenants. Describe respondent's success in applying for LIHTC under the Permanent Supportive Housing category.
 - h) **Fee Structure CO-DEVELOPER ONLY (20 points):** The respondent's expectation of fees or other compensation on rental unit development. Describe both the calculation basis of any fees, (ex. if there is a fee expressed as a percentage, indicate to which specific items the percentage would apply) and expectation for timing of payment. Address willingness to perform duties on a fee only basis with a cap. Final fees will be negotiated subject to the best interest of the AAHC. **THIS SECTION MUST BE INCLUDED IN A SEPARATE SEALED ENVELOPE IN THE RFP RESPONSE**
 - i) **Fee Structure CONSULTANT ONLY (20 points):** The respondent's expectation of fees and timing of fees. Final fees will be negotiated subject to the best interest of the AAHC. **THIS SECTION MUST BE INCLUDED IN A SEPARATE SEALED ENVELOPE IN THE RFP RESPONSE.**
- 3) **Litigation:** Indicate whether the respondent or any respondent team member ever sued or been sued by a HUD or a public housing agency, and if so, describe the circumstances and outcome. **(Mandatory)**

- 4) **Previous Default:** Include a statement disclosing and describing any instance of non-compliance or default in any public housing transaction, including mixed finance or HOPE VI transaction, by the proposer, its affiliates or assigns. **(Mandatory)**
- 5) **References:** Provide three (3) references including the entity's name and mailing address along with the contact person's name, e-mail address and telephone number for the most comparable projects - preferably a HUD public housing authority and/or multifamily revitalization projects. Provide at least one tax credit investors and one housing finance agency. **(Mandatory)**
- 6) **Financial Statements CO-DEVELOPER ONLY:** Provide copy of FYE 2011 financial statement demonstrating at least \$500,000 of liquidity and \$2million of net worth **(Mandatory)**
- 7) **Attachments and Certifications:** All three (3) attachments and all three (3) certifications must be completed as indicated and included with the response. Note that HUD forms may be obtained on-line. **(Mandatory)**

See Exhibit A and Exhibit B for Evaluation Form

EXHIBIT A: EVALUATION CRITERIA SCORESHEET CO-DEVELOPER

Respondent: _____ Evaluator: _____ Score: _____/100

Evaluation Criteria	Max Points/Score
1) Letter of Interest	Mandatory
Response should include a Letter of Interest on the firm’s letterhead: <ul style="list-style-type: none"> • Stating the proposer understands the scope of services and the commitment to perform expeditiously • Stating why respondent believes they are best qualified to perform the engagement 	YES/NO
Comments:	
2a) Previous Experience	20 Points
Response should include an “Attachment 1” for each development project presented (no more than 5) <ul style="list-style-type: none"> • High level of involvement • Diversity of financial solutions • Compliance with HUD, MSHDA, LIHTC requirements 	
Comments:	
2b) Organizational Structure , Profile of Principals and Key Staff	20 Points
<ul style="list-style-type: none"> • Description of organizational structure or organizational chart • Profiles of the principals and key staff, roles served, level of experience • Involvement in similar projects and activities, particularly in securing approvals and funding for PHA’s, multi-family, and/or MSHDA • Familiarity with regulations in Michigan and the City of Ann Arbor • Experience with LIHTC, Tax-Exempt Bonds, FHA Loans • Any experience working with PHA’s • Certify that all key staff are available immediately • Co-Developer 	
Comments:	
2c) LIHTC Application CO-DEVELOPER ONLY	10 Points
<ul style="list-style-type: none"> • Response should include a score for each component of the QAP for the Development Team Experience 	
Comments:	
2d) Financial CO-DEVELOPER ONLY	15 Points
<ul style="list-style-type: none"> • How will guarantees be provided • Experience applying for and integrating multiple financial sources such as LIHTC, tax-exempt bonds, HOME, CDBG, FHLB AHP, and project-based vouchers • Proposal on how to fill any financing gaps • How will the AAHC participate in the fee structure and cash-flow • How will the AAHC gain development and management experience in mixed finance properties 	
Comments:	

2e) Construction and Procurement CO-DEVELOPER ONLY	15 Points
<ul style="list-style-type: none"> Proposed process to select the general contractor, architect, engineer, environmental firm, legal, equity investor, financial advisors and accountants If respondent already has any member of team assembled, provides brief history of firm and experience on similar projects and key resumes of staff Examples of strategies used to promote and use M/WBE and Section 3 firms 	
Comments:	
2h) Fee Structure	20 Points
<p>CO-DEVELOPER</p> <ul style="list-style-type: none"> Describe fees or other compensation Describe how fees will be calculated (if there is a fee expressed as a percentage, indicate which specific items the percentage would apply) and expectation for timing of payment Address willingness to perform duties on a fee only basis with cap <p>CONSULTANT</p> <ul style="list-style-type: none"> Expectation of fees and timing of those fees 	
3) Litigation	Mandatory
<ul style="list-style-type: none"> Has respondent or team member ever been sued by HUD or a public housing agency , if so describe 	YES/NO
Comments:	
4) Previous Default	Mandatory
<ul style="list-style-type: none"> Include statement disclosing and describing any instance of non-compliance or default in any public housing transaction, including mixed finance, HOPE VI 	YES/NO
Comments:	
5) Reference	Mandatory
<ul style="list-style-type: none"> Include statement disclosing and describing any instance of non-compliance or default in any public housing transaction, including mixed finance, HOPE VI 	YES/NO
Comments:	
6) Attachments and Certifications	Mandatory
<ul style="list-style-type: none"> 3 attachments and 3 certifications completed and included 	YES/NO
Comments:	

EXHIBIT B: EVALUATION CRITERIA SCORESHEET CONSULTANT

Respondent: _____ Evaluator: _____ Score: _____/100

Evaluation Criteria	Max Points/Score
1) Letter of Interest	Mandatory
Response should include a Letter of Interest on the firm’s letterhead: <ul style="list-style-type: none"> • Stating the proposer understands the scope of services and the commitment to perform expeditiously • Stating why respondent believes they are best qualified to perform the engagement 	YES/NO
Comments:	
2a) Previous Experience	20 Points
Response should include an “Attachment 1” for each development project presented (no more than 5) <ul style="list-style-type: none"> • High level of involvement • Diversity of financial solutions • Compliance with HUD, MSHDA, LIHTC requirements 	
Comments:	
2b) Organizational Structure , Profile of Principals and Key Staff	20 Points
<ul style="list-style-type: none"> • Description of organizational structure or organizational chart • Profiles of the principals and key staff, roles served, level of experience • Involvement in similar projects and activities, particularly in securing approvals and funding for PHA’s, multi-family, and/or MSHDA • Familiarity with regulations in Michigan and the City of Ann Arbor • Experience with LIHTC, Tax-Exempt Bonds, FHA Loans • Any experience working with PHA’s • Certify that all key staff are available immediately • Co-Developer 	
Comments:	
2f) RAD Experience CONSULTANT ONLY	20 Points
<ul style="list-style-type: none"> • How has respondent already increased knowledge about the RAD program • How will the respondent become an expert on RAD 	
Comments:	
2g) Supportive Services CONSULTANT ONLY	20 Points
<ul style="list-style-type: none"> • Experience providing or contracting for support services • Experience applying for LIHTC under the Permanent Supportive Housing Category 	
Comments:	

2h) Fee Structure	20 Points
CO-DEVELOPER <ul style="list-style-type: none"> Describe fees or other compensation Describe how fees will be calculated (if there is a fee expressed as a percentage, indicate which specific items the percentage would apply) and expectation for timing of payment Address willingness to perform duties on a fee only basis with cap CONSULTANT <ul style="list-style-type: none"> Expectation of fees and timing of those fees 	
3) Litigation	Mandatory
<ul style="list-style-type: none"> Has respondent or team member ever been sued by HUD or a public housing agency , if so describe 	YES/NO
Comments:	
4) Previous Default	Mandatory
<ul style="list-style-type: none"> Include statement disclosing and describing any instance of non-compliance or default in any public housing transaction, including mixed finance, HOPE VI 	YES/NO
Comments:	
5) Reference	Mandatory
<ul style="list-style-type: none"> Include statement disclosing and describing any instance of non-compliance or default in any public housing transaction, including mixed finance, HOPE VI 	YES/NO
Comments:	
6) Attachments and Certifications	Mandatory
<ul style="list-style-type: none"> 3 attachments and 3 certifications completed and included 	YES/NO
Comments:	

EXHIBIT C: RAD TIMELINE

NOFA Issued: July 26, 2012

Application Due: September 24 – October 24, 2012

MUST INCLUDE:

Pro forma application

Board Approval

Tenant Input

Financing letters of intent – pro forma reviewed and reasonable to proceed with due diligence

If 9% LIHTC, then MSHDA letter or self-score

Ongoing Application Period Open: October 25, 2012

HUD Review and Selection: within 30 days November 23, 2012

If selected by HUD then must execute Commitment to enter into Housing Assistance Payment (CHAP): Sent by HUD, includes milestones such as date must have LIHTC application submitted and decision of credit issuing authority

Lender Engagement or Commitment Letter: To HUD within 30 days after receive CHAP

Statement of Development Team Capacity: 30 days after receive CHAP

Amend 5-year Plan: 60 days after receive CHAP

Decision by PHA whether Project Based Vouchers or Project Based Rental Assistance: 60 days after receive CHAP

All due diligence received by lender including Physical Condition Assessment (PCA): 90 days after CHAP

Firm Commitment of Financing: 150 days of CHAP

Financing Plan due to HUD: 180 days of CHAP

Physical Condition Assessment

Rehab scope of work

Completed environmental review

Relocation plan

Development budget (sources and uses)

Development Team

Proposed Financing

Market Study

Rehab/Construction Management

HUD approves financing plan: within 60 days of receiving financing plan, issue disapproval or RAD Conversion Commitment (RCC)

RAD Conversion Commitment (RCC): Template of conditions needed to satisfy in order to close

Secure all financing and ready to close: 320 days of CHAP

Close: 360 days from CHAP

Release from PH declaration of trust (DOT)

Remove from PH Annual Commitment Contract (ACC)

Execution of PBRA or PBV HAP

Execute and record RAD Use Agreement
Close on bridge, construction, or permanent debt or equity financing
Close of the terms and conditions of RCC
33% of developer fee (10% of hard and soft – dev fee, reserves, acq costs)

Rehab: 12-18 months from close
33% developer fee at 50% of completion
33% at project completion, including green certification

Must receive 9% LIHTC: Next funding round
If Not receive 9% LIHTC: 30 days to submit alternative financing plan

EXHIBIT D: PROPERTIES UNDER CONSIDERATION FOR CONVERSION UNDER RAD

Location	Yr Built	# of Units	# Bdr	Addresses	Unit type
EAST AMP					
Baker Commons	1980	64	64	106 Packard	1 bdr highrise
Green Baxter Court	1970	24	65	1701 - 1747 Green Road	Attached townhomes
Hikone	1970	30	82	2702 - 2760 Hikone	Attached townhomes
Lower Platt	1970	4	20	3451 - 3457 Platt	5 bedroom detached houses
TOTALS		122	237		
WEST AMP					
Miller Manor	1971	104	108	727 Miller	High-rise
Evelyn Court	1995	1	3	909 Evelyn Court	3 bdr single family home
Garden Circle	1971	1	3	2072 Garden Circle	3 bdr single family home
Maple Meadows	1970	30	82	800 - 890 South Maple	Attached townhomes
North Maple Estates	1969	20	85	701 - 739 North Maple	Single family homes
North Maple Duplexes	1998	4	12	743 - 749 North Maple	3 Bdr - 2 duplexes
TOTALS		160	302		
Summation		282	539		

ATTACHMENT 1: EXPERIENCE WORKSHEET

Project Location (City/State)	Project Name	Owner	Project Size
Development Type (high rise, townhomes)	Income Levels Served	Ownership Type	Project Cost

Subcomponents of Project	Involved? (Yes, No, N/A)	Role
Establish Development Team (architect, legal etc.)		
Legal Structure		
Partnerships		
Market Study		
Site Analysis		
Environmental Review		
Operating Pro Forma		
Secure Financing (include all sources below)		
1:		
2:		
3:		
4:		
5:		
Site Plan Approval		
Guarantees		
Scope of Construction Work		
Construction Oversight		
Section 3		
Davis-Bacon		
Relocation		
Marketing and Lease Up		
Property Management		

ATTACHMENT 2: NON-COLLUSION AFFIDAVIT

I, _____, as the _____ of
(Name) (Owner, Partner, Officer, Representative, or Agent)

_____, the respondent that has submitted the (Name of
Organization)

attached proposal. I am fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid. Such proposal is genuine and is not a collusive or sham proposal.

Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by other respondent, firm or person to fix the price or prices in the attached bid or any other respondent, or to fix any overhead, profit or cost element of the proposal price of the other respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the owner or any person interested in the proposed contract.

The price or prices quoted in the attached proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____ Title: _____

Subscribed and sworn to before me this ____ day of _____, 2012

ATTACHMENT 3: PROPOSALS SUBMISSION AGREEMENT

By signing below the representative of the firm hereby certifies that:

I/we have examined the Scope of Service and basic requirements and hereby agree to offer the services as stipulated and set forth herein.

I/we agree that this submission may not be withdrawn for a period of ninety (90) calendar days after the scheduled submission deadline.

The submission is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.

I/we have not solicited or induced any person, firm or corporation to refrain from submitting. I/we will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in connection with the performance of work.

I/we have carefully prepared this submission, and the required information is accurate. The information submitted does not contain falsified records.

Respectfully submitted by:

Firm

Address

Phone

Fax

Webpage

PRIMARY CONTACT

Name

Title

Phone

E-Mail

Signature

Date

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/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- | | |
|---|---|
| <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:

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a 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, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT 7
FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

For Additional Information or to File a Complaint Contact:

**Linda Newton, Procurement Officer
734/794-6576 or Lnewton@a2gov.org**

The Law Requires Employers to Display This Poster Where Employees
Can Readily See It.

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
 _____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name	Address, City, State, Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address
Date signed	

Questions about this form? Please contact:
 Procurement Office City of Ann Arbor
 Phone: 734/794-6576

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation**.
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

City of Ann Arbor Procurement Office at
734-794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													