



# CHEBOYGAN HOUSING COMMISSION

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## REQUEST FOR PROPOSALS

Legal Services for Public Housing Redevelopment & Repositioning

### **RFP Housing Authority Contact:**

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**Close Date:** September 11, 2020

*RFP presented and approved at regular meeting 8/19/2020*

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## I. INVITATION

### **Request for Proposals 2020-03 Legal Services for Public Housing Repositioning & Redevelopment**

Request for Proposals is available at <https://www.cheboyganhousing.org> or by request. Interested parties may respond to the Cheboygan Housing Commission, Executive Director/Contracting Officer at [catherine.schulz@cheboyganhousing.org](mailto:catherine.schulz@cheboyganhousing.org). Cheboygan Housing Commission is an Equal Employment Opportunity and encourages Section 3, Small, Minority, Women-owned and Veteran-owned businesses to submit proposal. Respondents must comply with all aspects of [24 CFR](#), Fair Housing, Equal Employment Opportunity, and must be compliant with Federal Labor Wages and all aspects of federal, state and local law in its operation and administration.

Eligible and interested respondents will be required to submit original proposal plus three (3) copies of response to request including all items listed in the RFP package to: **Cheboygan Housing Commission, Attn: Catherine Schulz, Director, PO Box 5069 Cheboygan, MI 49721** along with an electronic/digital copy of the same materials no later than **4:00pm (EST) on SEPTEMBER 11, 2020.**

## II. HOUSING AUTHORITY BACKGROUND & INFORMATION

### A. Mission

The PHA's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote social determinants of health and support personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

### B. Housing Authority Background

The City of Cheboygan in Cooperation Agreement with the US Department of Housing and Urban Development (HUD) established the Public Housing Authority (PHA) in 1962. Initially, the PHA developed three scattered site properties comprising one (1) Asset Management Project (AMP) with thirty-eight units of varying sizes (1-4 Bedrooms); with less than fifty units, the PHA is considered to be a 'very small' PHA for the purpose of public housing repositioning. The PHA also manages one hundred and twenty housing choice vouchers in its jurisdiction consisting of the City of Cheboygan and seven surrounding townships. The housing authority is governed by a board of commissioners appointed by the city manager as described in [Title III, Chapter 32, parts 55-57](#) of Cheboygan city ordinance.

Public housing improvements, repairs and renovations are funded by the US Department of Housing and Urban Development (HUD) Capital Fund Program (CFP). Through the Capital Fund Program, the housing authority applies for a formula grant to address ongoing capital improvements to public housing properties. Locally, there are significant capital improvements needed to improve public housing units and properties that cannot be achieved through CFP funding. Public housing funding shortfall is a national phenomenon. Nationally, the backlog of capital improvement needs is estimated by HUD to be approximately \$26 billion dollars. As such, in Fall 2018, HUD announced to housing authority directors the department's goal of aggressively working to reposition the public housing program. More information on repositioning can be found at [HUD.gov](http://HUD.gov).

After early evaluation of repositioning options, the PHA is eligible and interested in converting the public housing program through Section 18 demolition/disposition with the support of a repositioning partner selected through a previous Request for Qualifications (Procurement project #202002). Section 18 demolition/disposition purpose, eligibility requirements and procedures can be found in [HUD notice PIH2018-04](#).

**Through this request for proposals the housing authority aims to attain a legal services provider experienced in working with non-profit entities, affordable housing, and community development.**

All submissions from eligible and experienced legal services providers will be considered.

### **III. SCOPE OF SERVICES**

#### **A. Overview**

Through this request for proposals the housing authority aims to attain a legal services provider experienced in working with non-profit entities, affordable housing and community development.

The Cheboygan Housing Commission has a stated interest in furthering its mission to provide quality, affordable housing in the City of Cheboygan through repositioning. Additionally, the PHA is very interested in expanding supportive programs and services to its clients and the community as described in its PHA Annual Plan and Repositioning Strategy; a draft of the PHA's strategy was submitted to HUD with 2020 PHA Plans. While the PHA and the community are very small, repositioning and redeveloping the public housing program will create great impact on quality of life in and around Cheboygan and result in more stable funding for the PHA through Section 8 Administrative Fees.

The PHA issued an RFQ in May 2020 and has selected [Housing Development Consulting Corporation](#) (HDC<sup>2</sup>) as qualified repositioning and redevelopment partner. A draft Memorandum of Understanding (MOU) is currently under review by both parties. The MOU is the first of many documents and agreements that the PHA will request legal services to review and recommend changes to.

Repositioning and redevelopment activities the PHA anticipates requiring legal assistance with are detailed in this document. The items listed are not intended to be all inclusive; **please include additional activities not anticipated by the PHA in submission.**

## **B. Statement of Work**

Statement(s) of work will be further developed as the PHA and repositioning/redevelopment partner progress through Section 18 preparation, application and disposition processes. **In general**, the PHA aims to:

1. Reposition the low-income public housing (section 9) program to a more sustainable funding platform, specifically the housing authority seeks to ‘voucher out’ the public housing program and subsidize clients’ rent through HUD section 8 housing choice vouchers, which may include use of project based vouchers.
2. Redevelop the three (3) scattered sites that public housing currently sits on, addressing ongoing capital needs and maintenance issues related to aged properties.
3. Implement supportive services and community programs to help tenants maintain housing and achieve goals related to moving on to unsubsidized housing if desired.

## **C. Disclosures & Reservation of Rights.**

### **1. Disclosures**

The Cheboygan Housing Commission complies with all state, federal and local laws including the Open Meetings Act and Freedom of Information Act. Any qualifications, proposals or other attachment and documentation submitted to the PHA in response to this request is subject to disclosure under these provisions.

### **2. Reservation of Rights**

The Cheboygan Housing Commission (the PHA) reserves the right to reject any submission in whole or in part due to omission of information or other defect if it is in the best interest of the PHA.

The PHA accepts no financial burden of costs associated with the review and submission of proposals. All expenses related to this request are to be paid by the submitter.

The PHA reserves the right to award agreements or contracts to the submitter who is most qualified based on technical factors related to affordable housing knowledge and expertise, not based on solely on lowest stated cost.

The PHA reserves the right to amend the scope of work as needed to meet the needs of its staff, clients and the community.

The PHA reserves the right to request additional information from all firms/agencies submitting proposals or to issue additional requests for proposals as needed until a satisfactory partner or partners is/are acquired.

The PHA reserves the right to select one or more eligible firms/agencies to assist with the scope of work stated in this request to achieve the goals of the housing authority and of the community as needed.

The PHA reserves the right to dismiss any submission of proposals from firms/agencies providing insufficient information, incomplete information or determined to be unresponsive in response to this request and subsequent communications related to the request.

To ensure timely completion of stated goals, the PHA reserves the right to require the selected legal services provider to report all changes to staffing assigned to this project within thirty (30) calendar days of the effective date of change. The firm or agency will be responsible for providing the information stated in the project staffing section of the submission requirements for any replacement or additional staff assigned to this project.

The PHA retains the right to terminate partnership agreement or other contract if adequate staffing is not maintained.

The PHA reserves the right to retain all submissions and use the information contained within as needed to advance affordable housing and supportive services for its clients and the community.

## **IV. SUBMISSION & EVALUATION REQUIREMENTS**

### **A. Summary of Submission Requirements**

Eligible and interested legal services providers please submit executive summary, qualifications, references and additional information to the Cheboygan Housing Commission using the timeline and submission requirements detailed in this request.

### **B. Description of Requirements**

## 1. Executive Summary

Please submit a cover letter summarizing your firm or agency's qualifications and experience with development or redevelopment of housing projects and community centers. Proposals from firms and agencies familiar with pervasive and extreme poverty in rural communities are appreciated.

Executive Summary should specifically state that the scope of services has been reviewed and state which aspects of scope the submitter is interested, eligible, and qualified to achieve through partnership with the PHA. Furthermore, since the PHA will be working with a HUD expediter, the Executive Summary should provide a commitment to achieve goals and work tasks in the most timely and efficient manner possible.

## 2. Approach Section

General tasks\* stated in the scope of work for redevelopment and repositioning, to be completed with the support of the housing development and consulting firm HDC<sup>2</sup> include:

- a. Assist the PHA in communication of repositioning goals and project details.
- b. Assist the PHA Executive Director and Board of Commissioners in creation of a redevelopment plan for existing public housing units.
- c. Assist in procuring and reviewing proposals for disposition, i.e. sale of the property for commensurate public benefit, from development firms and/or supportive housing providers interested in redeveloping the scattered sites.
- d. Assist the PHA in its transition out of Section 9 Low Income Public Housing funding platform.
- e. Assist in development of a relocation plan for current public housing tenants, procuring a relocation specialist as need.
- f. Work with the PHA to subsidize tenants through Section 8 funding, including but not limited to housing choice vouchers, tenant protection vouchers, project based vouchers and family unification program vouchers.
- g. Assist in establishing a non-profit agency to operate as an extension of the housing authority.
- h. Develop and implement housing-based supportive services for special populations, namely families seeking reunification, the disabled and the elderly, and workforce housing.
- i. Assist the PHA in development of a community center with robust programming.
- j. Redevelop and Lease completed units.

*\*these items are not considered in scoring of proposals but are provided so firms/agencies providing responses to the RFP understand the full scope of work the PHA is pursuing through repositioning.*

Legal services related to repositioning and redevelopment include but are not limited to:

- a. Draft and review of legal documents including contracts, memorandums of understanding and partnership agreements.
- b. Assist the PHA in establishing a 501(c)3 to serve as the non-profit affiliate of the housing authority including filing as a business through state and local offices and assist with applying for tax exemption through the Internal Revenue Service.
- c. Counsel the PHA through the Section 18 application process.
- d. Counsel the PHA throughout real estate transactions which may include sale of properties to the housing authority's non-profit affiliate and/or an outside affordable housing provider(s).
- e. Counsel the PHA through sale or lease of the housing authority's physical assets not limited to property and equipment, as applicable
- f. Counsel the PHA through process(es) to dissolve the housing authority's Declaration of Trust and closeout of the Low Income Public Housing Program.
- g. Assist with any resident relocation issues in compliance with the Uniform Relocation Act of 1970, as applicable.
- h. Assist the PHA will redevelopment plans which may include financing through HOME, LIHTC, FHA or other sources.
- i. Assist the PHA in creation of a Master Development Agreement if applicable.
- j. Travel and participation in meetings if needed.

### **3. Project Staffing**

Provide your firm or agency's organizational chart. For all principal staff that will be assigned to this project, please provide names, roles, experience, time commitment to the Cheboygan Housing Commission repositioning and redevelopment project and curriculum vitae or resume for each assigned staff person.

To ensure timely completion and highest quality outcomes the PHA hopes to achieve through repositioning and redevelopment, any changes to staffing assigned to this project must be reported to the PHA within thirty (30) calendar days of the effective date of change. The firm or agency will be responsible for providing the information stated here for any replacement or additional staff assigned to this project.

### **4. Qualifications**

Provide project summaries for relevant past experience with affordable housing and supportive housing financing, dissolution and/or development. Qualifications may be organized by firm or type of experience. Please provide a contact at each project listed in addition to references.

### **5. Fee and Financial Information**

Items listed in the 'approach' section of this document, part IV, item B(2), and restated in part IV, item B, should be addressed in a detailed fee schedule. Please include all items the PHA may be billed for, even if not listed in this request.

## **6. References**

Please provide at least three (3) references that can attest to your firm or agency's ability to provide legal services through repositioning and redevelopment of affordable housing projects and creation of subsequent Master Development Agreement(s) if applicable.

### **C. Evaluation of Criteria**

Points will be awarded for each of the following technical factors and other aspects of submissions. See score sheet in attachments.

#### **1. Competitiveness**

Competitiveness will be based on 1) quality 2) proposed fees 3) terms. Quality factors include submitters' thoughtful review of the PHA's mission, background, barriers and goals. Proposed fees must not be cost prohibitive to the PHA and all items listed must be included in fee proposal. Additional terms the PHA must agree to will also be assessed in this section with fewer points awarded for terms that may be difficult for the PHA to achieve comply with.

#### **2. Experience**

Points for experience will be awarded for number of similar projects and/or partnerships successfully achieved by the submitter; increasing number of points awarded for increasing range of successful projects.

#### **3. Eligible Business and Preferences for Section 3, Minority Owned, Woman Owned, Veteran Owned and special business types**

Businesses certifying compliance with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law will be awarded points. Additional points will be given to special business types. Fees associated with partnership will also be assessed in this section.

## V. SCHEDULE & REQUIRED INFORMATION

### A. Selection Process and Schedule

Request for Proposals Issued	August 20, 2020
Pre-Proposal Conference	September 1, 2020
Due Date to Submit Qualifications	September 11, 2020
Interview Potential Partners	September 14-15, 2020
Legal Services Provider Selection	September 16, 2020
Negotiate Contract (if applicable)	September 17-25, 2020
Board Approval of Contract	September 30, 2020*

\*date subject to change based on board availability for special meeting

### B. Pre-Submission Conference

A pre-proposal conference will be held to review the content of the RFP and to address any questions not resolved through the information in the RFP. Minutes or other documentation of the conference will be made available to all agencies/firms. This will be the only opportunity to verbally request clarification or ask questions of the PHA.

Call in information: **Legal Services Preproposal Conference**  
Tue, Sep 1, 2020 10:00 AM - 10:30 AM (EDT)

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/541274685>

**You can also dial in using your phone.**

United States: [+1 \(408\) 650-3123](tel:+14086503123)

**Access Code: 541-274-685**

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/541274685>

### C. Selection Committee

As a very small PHA, the Executive Director is the primary staff person responsible for all aspects of operations including procurement of a Legal Service provider. The Executive Director and (1) Board member will review and score proposals. The Executive Director may seek consultation from other human service partner agencies in the community, city and county leadership, or other interested parties in review and selection of a provider.

## **D. Interpretation**

Questions about how to interpret the RFP may arise. Please submit all questions to the PHA in writing by emailing the Executive Director/Contracting Officer at:

[Catherine.schulz@cheboyganhousing.org](mailto:Catherine.schulz@cheboyganhousing.org)

The question and written response will become an addendum to the RFP. The PHA will not respond to verbal requests for clarification after the pre-submission conference.

## **E. PHA Options & Reservation of Rights**

The PHA reserves the right to cancel the RFP, reject any or all proposals, and to waive minor informalities for proposers if it is deemed in the public interest to do so.

Please review reservation of rights stated in section III(C).

## **F. Contract Form and Issues**

The PHA expects the firm with successful proposal to provide a sample contract with submission. Contract will be executed upon approval by the PHA's Board of Commissioners. City officials may choose to review the contract and make comment to the Cheboygan Housing Commission.

## **G. Rules, Regulations and Licensing Requirements**

Firm or respondent with successful proposal must be prepared to abide by all PHA policies, municipal, state and Federal rules and regulations, and to comply with licensing requirements as applicable.

## **H. M/WBE Utilization/Resident Employment**

As stated in the invitation, the PHA is committed to promoting the work of Minority, Women-owned Business Enterprise, and Section 3 qualified firms/agencies. Businesses with these designations are encouraged to submit a response to this request.

## **I. Equal Employment Opportunity**

It is the continuing policy of the Cheboygan Housing Commission not to discriminate against any employee or applicant for employment because of race, color, religious belief, sex, age or national origin in regard to any position for which the employee or applicant for employment is qualified. Further, it shall be the policy of the CHC to take affirmative action to employ, advance in employment and otherwise treat minority and

female individuals without discrimination in accordance with the policies of federal, state and local governments.

The Executive Director of the Cheboygan Housing Commission will serve as Equal Opportunity Officer for the commission.

The Cheboygan Housing Commission Equal Employment Opportunity Policy applies to all contractors and partners that may be selected through this RFP. Any contractor or partner wishing to do business with the PHA must also have a policy to ensure Equal Employment Opportunity and demonstrated compliance in promoting equity in their workplace and employment practices.

## **J. Personnel**

Service provider(s) procured through this RFP or subsequent proposals will not be considered PHA personnel, and the PHA assumes proposal of certain personnel to be a statement of their availability to complete the work.

## **K. Contact with PHA Staff, Board and Residents**

Contact with PHA staff, board members and residents is prohibited during the selection process.

## **L. Incurred Costs in Preparing Proposals**

The PHA accepts no financial burden of costs associated with the review and submission of proposal. All expenses related to this request are to be paid by the submitter.

## **M. Additional Information**

In addition to forms required for HUD, the PHA requests that all submissions use the cover sheet provided as an attachment to the proposal. Additionally, regardless of the nature of the submission or contracts that may result, the PHA asks that all submitters complete the confidentiality agreement, authorization to contact references and workers compensation certificate.

# **VI. ATTACHMENTS & REFERENCES**

## **A. Score Sheet**

Score sheet has been provided and is based on information in section IV(C) of RFP.

## **B. Form for Fee Proposal**

Please provide detailed schedule of fees for legal services associated with repositioning the public housing portfolio through Section 18. Anticipated services may include the following:

1. Assist the PHA in establishing a 501(c)3 to serve as the non-profit affiliate of the housing authority including filing as a business through state and local offices and assist with applying for tax exemption through the Internal Revenue Service.
2. Draft and review of legal documents including contracts, memorandums of understanding and partnership agreements.
3. Travel and participation in meetings if needed.
4. Counsel the PHA throughout real estate transactions which may include sale of properties to the housing authority's non-profit affiliate and/or an outside affordable housing provider(s).
5. Counsel the PHA through the Section 18 application process.
6. Counsel the PHA through sale or lease of the housing authority's physical assets not limited to property and equipment, as applicable
7. Counsel the PHA through process(es) to dissolve the housing authority's Declaration of Trust and closeout of the Low Income Public Housing Program.
8. Assist with any resident relocation issues in compliance with the Uniform Relocation Act of 1970, as applicable.
9. Assist the PHA with legal agreements related to financing through HOME, LIHTC, FHA or other sources.
10. Assist the PHA in creation of a Master Development Agreement if applicable.

## **C. Certifications/Assurances Forms**

1. Form HUD-5369-B, Instructions to Offerors – Non-Construction.
2. Form HUD-5369-C, Certifications and Representations of Offerors – Non-Construction Contract
3. Form HUD-5370-C, General Conditions for Non-Construction Contracts
4. Federal Wage Reporting required for construction contracts
5. Complete W-9
6. Cover Sheet
7. Confidentiality Agreement
8. Authorization to Contact References
9. Workers Compensation Certificate

## **D. Roles & Responsibilities Checklist**

Roles and responsibilities listed in this request are summarized in the checklist.

## **E. Contract Form**

The PHA expects the legal services provider to provide a contract in the format established by the firm/agency. An MOU has been drafted to outline the work to be completed by the housing authority and selected repositioning/redevelopment partner.

#### **F. Mixed Finance Interim Rule and HOPE VI Grant Agreement**

Please visit [HUD.gov](https://www.hud.gov) for more information on Mixed Finance developments.

#### **G. HOPE VI Grant Agreement**

HUD established Hope VI grants to eradicate severely distressed public housing through physical improvements, management improvements, and implementation of social and community services to address resident needs.

Cheboygan Housing Commission is not in receipt of HOPE IV grants and will not be eligible after repositioning through Section 18 conversion.

# RFP Legal Services | Public Housing Repositioning & Redevelopment

## ATTACHMENT A.

### Score Sheet

<b>SUMMARY</b>		
<b>1.</b>	Competitiveness	<b>40 Points</b>
<b>2.</b>	Experience	<b>40 Points</b>
<b>4.</b>	Eligibility, Special Business Type & Cost	<b>20 Points</b>
<b>MAXIMUM POSSIBLE POINTS</b>		<b>100 Points</b>

<b>1. Competitiveness   40 Points</b>		
Competitiveness will be based on 1) quality 2) proposed fees 3) terms. Quality factors include submitters' thoughtful review of the PHA's mission, background, barriers and goals. Proposed fees must not be cost prohibitive to the PHA and all items listed must be included in fee proposal. Additional terms the PHA must agree to will also be assessed in this section with fewer points awarded for terms that may be difficult for the PHA to achieve comply with.		
Quality – thoughtful review of PHA mission, background, barriers and goals; all submission requirements are included in proposal.		<b>20 points</b>
Proposed fees – fee structure is no cost prohibitive, all items stated in the proposal are included, tasks not anticipated by the PHA are addressed		<b>10 points</b>
Additional terms – all terms are achievable not restrictive to the PHA		<b>10 points</b>

<b>2. Experience   40 Points</b>		
Points for experience will be awarded for number of similar projects the firm/agency has provided legal services to achieve successful completion; increasing number of points awarded for increasing range of successful projects.		
2 or fewer affordable housing and/or community development projects		<b>10 points</b>
2-4 affordable housing and/or community development projects		<b>20 points</b>
5-7 affordable housing and/or community development projects		<b>30 points</b>
8 or more affordable housing and/or community development projects		<b>40 points</b>

<b>3. Eligible Business and Preferences for Section 3, Minority Owned, Woman Owned, Veteran Owned and special business types   20 Points</b>		
Businesses certifying compliance with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law will be awarded points. Additional points will be given to special business types.		
Section 3, Minority Owned, Woman Owned, Veteran Owned and special business types		<b>10 points</b>
Submission and firm/agency submitting qualifications is compliant with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law		<b>10 points</b>

# RFP Legal Services | Public Housing Repositioning & Redevelopment

## ATTACHMENT B.

### Form for Fee Proposal

Please provide detailed schedule of fees for legal services associated with repositioning the public housing portfolio through Section 18. Fees related to proposal will be accepted in any format; this form is provided for the convenience of firms/agencies responding to the request and can be used or referenced as needed. Terms of payment(s) for services should be included with submission. Cheboygan Housing Commission is a tax exempt agency.

Anticipated services may include:	Proposed Fee (\$USD)
Assist the PHA in establishing a 501(c)3 to serve as the non-profit affiliate of the housing authority including filing as a business and assist with applying for tax exemption through the IRS.	\$
Draft and review of legal documents including contracts, memorandums of understanding and partnership agreements.	\$
Draft and review of legal documents including contracts, memorandums of understanding and partnership agreements.	\$
Draft and review of legal documents including contracts, memorandums of understanding and partnership agreements.	\$
Travel and participation in meetings if needed.	\$
Counsel the PHA throughout real estate transactions which may include sale of properties to the housing authority's non-profit affiliate and/or an outside affordable housing provider(s).	\$
Counsel the PHA through the Section 18 application process.	\$
Counsel the PHA through sale or lease of the housing authority's physical assets not limited to property and equipment, as applicable	\$
Counsel the PHA through process(es) to dissolve the housing authority's Declaration of Trust and closeout of the Low Income Public Housing Program.	\$
Assist with any resident relocation issues in compliance with the Uniform Relocation Act of 1970, as applicable.	\$
Assist the PHA with legal agreements related to financing through HOME, LIHTC, FHA or other sources.	\$
Assist the PHA in creation of a Master Development Agreement if applicable.	\$
Identify additional items requiring legal assistance not anticipated by the PHA *these items should be listed separately if applicable.	\$

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(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.

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Signature & Date:

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Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

**5. Rights in Data (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.

**6. 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.

**7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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 HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (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 the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

**9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

**10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

**11. Organizational Conflicts of Interest**

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.
- (ii) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. 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

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apprenticeship and training positions, the 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.

## **22. 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.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC               <input type="checkbox"/> C Corporation               <input type="checkbox"/> S Corporation               <input type="checkbox"/> Partnership               <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
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	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
  - Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
  - If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CHEBOYGAN HOUSING COMMISSION

659 Cuyler Street, PO Box 5069, Cheboygan MI 49721 | p. 231.627.7189 | f. 231.627.5772 | e. cheboyganhousing@gmail.com

## REQUEST FOR PROPOSALS RESPONSE COVER SHEET

Response to RFP #: \_\_\_\_\_

Response due date: \_\_\_\_\_ Submission Date: \_\_\_\_\_

Name of business/firm: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

SCC Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Direct Contact Name: \_\_\_\_\_

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

### CERTIFICATION:

In signing below, the respondent certifies to be an authorized agent of the business/firm submitting response and that the request has been read in its entirety, understands and agrees to all terms, conditions and requirements as stated in the scope of work and in the request.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date



# CHEBOYGAN HOUSING COMMISSION

659 Cuyler Street, PO Box 5069, Cheboygan MI 49721 | p. 231.627.7189 | f. 231.627.5772 | e. cheboyganhousing@gmail.com

## FORM – PHA Agent Acceptance of Confidentiality Agreement



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to understand this form please notify our management office. Language services available upon request.

## ACCEPTANCE OF CONFIDENTIALITY AGREEMENT

(to be completed by all employees, board members, contractors and other that may have access to PII)

### DEFINITIONS

As used in this Notice, the following terms are defined as:

Personally Identifiable Information (PII) – Defined in OMB M-07-16 as “information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”

Sensitive Personally Identifiable Information. PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver’s license numbers, medical records, and financial account numbers such as credit or debit card numbers.

### PURPOSE

(see NOTICE PIH-2015-06)

The public housing agency (PHA) is responsible for safeguarding personally identifiable information (PII) required by HUD and preventing potential breaches of this sensitive data. HUD is committed to protecting the privacy of individuals’ information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third party business partners, including Public Housing Authorities, who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

### AGREEMENT

*The Employee, Board Member, Contractor or other agent agrees to Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act as spelled out in 24 C.F.R. 5.212*

**In signing below, I certify my understanding** of Cheboygan Housing Commission expectations and practices in protecting client and employee Personally Identifying Information and agree to comply with all related policies and procedures.

PRINT NAME \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# CHEBOYGAN HOUSING COMMISSION

**Commissioners:** Richard Cartmill, Randy Elliott, Terrence Keating, Constance Rieger, Dorene Stempky  
**Director:** Catherine Schulz



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Housing Authority at 231.627.7189 or cheboyganhousing@gmail.com

## VENDOR CERTIFICATION & RELEASE OF INFORMATION

In signing below I certify on behalf of the bidding agency that I have reviewed potential conflicts of interest as stated on page 2 of HUD form 5369-C provided with the bid packet. Additionally, I give the Cheboygan Housing Commission permission to contact the previous clients and/or references listed below to verify information provided in the response to bid and to inquire of potential conflicts.

Previous Client/Reference Name: \_\_\_\_\_  
Company or DBA: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Previous Client/Reference Name: \_\_\_\_\_  
Company or DBA: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Previous Client/Reference Name: \_\_\_\_\_  
Company or DBA: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Submitted By (print name): \_\_\_\_\_  
On behalf of company submitting bid: \_\_\_\_\_

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



INSURER: ANSUR AMERICA

NAMED INSURED  
CHEBOYGAN HOUSING COMMISSION

POLICY NO.  
WC 6425051

POLICY TERM  
04/08/2020 to 04/08/2021

AGENT NO.  
**0210652**

## INDEPENDENT CONTRACTOR STATEMENT MICHIGAN

PLEASE COMPLETE THE FORM IN ITS ENTIRETY TO MAKE A DETERMINATION WHETHER  
THE SUBCONTRACTOR BELOW IS PERFORMING AS AN INDEPENDENT CONTRACTOR

### Section 1: TO BE COMPLETED BY INDEPENDENT CONTRACTOR

Name: \_\_\_\_\_

Doing Business as (DBA): \_\_\_\_\_

1. I operate as a:  Sole Proprietorship  Partnership  Corporation  Limited Liability Company

**Note:** If indicating Partnership, Corporation, or Limited Liability Company, a **Certificate of Insurance must be submitted.**

2. The type of work I perform can be described as: \_\_\_\_\_

3. I hired employees or laborers to complete work for the named policyholder:

Yes Number hired \_\_\_\_\_ **(Certificate of Insurance Required.)**

No A 1040 Schedule C Profit or Loss from Business form may be provided as verification.

4. I hired temporary labor to complete work for the named policyholder:  Yes  No

**If YES, Certificate of Insurance for the subcontractors is required.**

5. I have General Liability coverage:  Yes  No **If YES, Certificate of Insurance Required.**

6. To validate my standing as an independent contractor, I state that I do not exclusively depend upon the payments of the named policyholder and have worked for the following general contractors or clients during the policy period in question.

<u>Name</u>	<u>City</u>	<u>Telephone</u>
1.		( ___ ) ___ - ____
2.		( ___ ) ___ - ____
3.		( ___ ) ___ - ____

I acknowledge that as an independent contractor, I am by law not covered by or subject to the Workers' Compensation Disability Compensation Act.

**I certify the above represents a true and complete statement of my status as an Independent Contractor. I understand a company representative may verify this statement at any time. If requested, I agree to provide documentation to verify my status as a sole proprietor.**

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
*(Independent Contractor)*

Phone Number: \_\_\_\_\_ Web Address: \_\_\_\_\_  
*(Required)*

This form is utilized as a test of the above individual's Independent status. By completing this form, it does not automatically remove the above individual's exposure from the audit of the policy period in question. If independent status is proven, the exposure will not be charged.

# RFP Legal Services | Public Housing Repositioning & Redevelopment

## ATTACHMENT E.

### Roles & Responsibilities Checklist

<b>Housing Authority Roles &amp; Responsibilities</b>	<b>Selected Partner Roles &amp; Responsibilities</b>
<p><b>The PHA will:</b></p> <p>Engage qualified partners in repositioning public housing to maintain commensurate public benefit and ensure all actions are consistent with the Cheboygan Housing Commission Mission, state and local law, applicable HUD Guidance and 24 CFR.</p> <p>Communicate with HUD Special Applications Center and submit all required information related to demolition and/or disposition of property(ies).</p> <p>Communicate with the City of Cheboygan and Cheboygan County as needed for approvals related to building, zoning, transfer of property ownership and other procedures required of public entities in disposition and subsequent transfer of property(ies) as applicable.</p> <p>Participate in negotiations with potential co-developer, lenders and syndicators as needed/applicable.</p> <p>Participate in negotiation of sale or other agreement to co-own properties for redevelopment as applicable.</p> <p>Contribute to and implement tenant relocation plan in compliance with the Uniform Relocation Act of 1970.</p> <p>Participate in application process for additional grants or financing including but not limited to Low Income Housing Tax Credits.</p> <p>Provide data, historic and other information to assist in application for funding to support redevelopment project as needed.</p> <p>Provide resources to support compliance with Davis-Bacon, Section 3 and other federally required labor-related policies as applicable.</p>	<p><b>The Legal Service Provider Will:</b></p> <p>Draft and review of legal documents including contracts, memorandums of understanding and partnership agreements.</p> <p>Assist the PHA in establishing a 501(c)3 to serve as the non-profit affiliate of the housing authority including filing as a business through state and local offices and assist with applying for tax exemption through the Internal Revenue Service.</p> <p>Counsel the PHA through the Section 18 application process.</p> <p>Counsel the PHA throughout real estate transactions which may include sale of properties to the housing authority's non-profit affiliate and/or an outside affordable housing provider(s).</p> <p>Counsel the PHA through sale or lease of the housing authority's physical assets not limited to property and equipment, as applicable</p> <p>Counsel the PHA through process(es) to dissolve the housing authority's Declaration of Trust and closeout of the Low Income Public Housing Program.</p> <p>Assist with any resident relocation issues in compliance with the Uniform Relocation Act of 1970, as applicable.</p> <p>Assist the PHA will redevelopment plans which may include financing through HOME, LIHTC, FHA or other sources.</p> <p>Assist the PHA in creation of a Master Development Agreement if applicable.</p> <p>Travel and participation in meetings if needed.</p> <p>Identify and advise on additional activities not anticipated by the PHA.</p>