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Request for Proposals

Solicitation Name	LIHTC Compliance Monitoring
Solicitation Number	Q1927
Must Arrive by	11:00 a.m. on April 11, 2019
Deliver Responses to:	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Procurement is located behind the main office building.
Electronic Copies	Electronic copies are available on KCDC's webpage or by email at purchasinginfo@kcdc.org .
Responses may be Emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Printed Responses Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
Solicitation Meeting Date	Not applicable
Solicitation Meeting Time	Not applicable
Solicitation Meeting Location	Not applicable
Questions About This Solicitation	Submit questions to purchasinginfo@kcdc.org KCDC will not accept questions via telephone.
Award Results	KCDC posts both a summary of the quotes received and the award decision to its web page at: http://www.kcdc.org/procurement/
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.

Check KCDC's webpage for addenda and changes before submitting your response



General Information

1. **Background and Intent**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.
- b. The intent of this solicitation is to have one supplier to provide Low Income Housing Tax Credit file monitoring services for KCDC. Details of desired services are in the Scope of Work section.

2. **Changes after Award**

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept and negotiate these charges.

3. **Contact Policy**

The supplier may not contact an officer, agent or employee of KCDC other than the KCDC's Procurement Division about matters pertaining to this solicitation, from the issuance of this solicitation until its award. Information obtained from an unauthorized officer, agent or employee of KCDC will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the project. Such contact can disqualify the supplier from participation in the solicitation process.

4. **Evaluation**

KCDC will evaluate this proposal as detailed below. KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all material respects to the solicitation document and all of its requirements, including all form and substance. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

- a. KCDC will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to KCDC's best interests.

- b. KCDC’s Evaluation Team may elect to interview one or more suppliers before making an award. Interviews may include an in person examination of the proposed product. KCDC shall not reimburse the supplier for the costs associated with the interview process.

Factors	Maximum Points
Qualifications	20
Response Time	20
Supplier References	20
Cost	40
Total	100

- c. The selection of a supplier is subject to the approval of any tax credit partners KCDC may have.

5. **General Instructions**

KCDC does not insert “General Instructions to Suppliers” in solicitation documents. These instructions are at www.kcdc.org. Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions set forth in KCDC’s “General Instructions to Suppliers.”

6. **Insurance**

The proposer agrees to maintain at its sole expense during the term of this agreement insurance coverages and limits in accordance with the proposer’s standard business practices and acceptable to KCDC. Proposer shall provide KCDC with Certificates of Insurance evidencing such insurance prior to contract execution.

7. **Invoicing/Ordering**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order.
- b. Suppliers must submit invoices within 90 days of the delivery of goods or services. KCDC may deny invoices submitted after the 90 day threshold. KCDC prefers invoices arrive electronically within 10 days following the end of the month in which goods or services were supplied.
- c. KCDC’s purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax. Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.
- d. KCDC pays by electronic transfer (ACH) only. Supplier’s accounts receivable staff must use KCDC’s Vendor Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC’s Vendor Portal so that they receive an email with each payment detailing the amount and invoice paid.
- e. Since KCDC is the managing partner for four separate corporations under the KCDC umbrella, those separate corporations must receive separate invoices. Thus the supplier will generally:

- Bill each specific site for work performed or goods delivered
- With KCDC’s permission, generate one monthly master invoice showing all locations and their individual costs (except for those listed below)
- Create separate invoices for Five Points I, Lonsdale Homes, North Ridge Crossing and The Vista

8. **Length of Award**

The length of the contract will be twelve months with four optional annual renewals that KCDC may exercise at its discretion.

9. **Price Structure**

a. At the end of each twelve month period, the awarded supplier may request a change to the percentage and/or specific item charged to KCDC. The supplier must provide proof of increased cost, in the form of Producer Price Index (PPI) increase for Knoxville to the Procurement Division. KCDC will decide whether to accept a price increase. If the price increase is accepted, the bid file will be so noted. If the price increase is not accepted, the supplier may:

1. Continue with the existing pricing
2. Suggest an alternative price increase
3. End the award

b. Suppliers may decrease prices at any time with or without notice.

10. **Questions**

Send direct questions pertaining to this document to purchasinginfo@KCDC.org with “LIHTC Compliance Services” in the subject line, at least five business days prior to the due date. KCDC does not accept questions via telephone.

11. **Submittal Instructions**

Submit your information in the order indicated below:

<i>Document Number</i>	<i>Title</i>	<i>Form Provided by</i>
Solicitation Document A	General Response Section	KCDC
Solicitation Document B	Affidavits	KCDC
Solicitation Document C	HUD Form 5369A	KCDC
Solicitation Document D	Supplier’s Experience & Qualifications	Supplier
Solicitation Document E	Supplier’s Response Timeline	Supplier
Solicitation Document F	Supplier’s References	Supplier
Solicitation Document G	Supplier’s Cost Proposal	Supplier

- Do not use phrases such as “See the attached” or “Will be provided upon award.”
- Bind proposals simply since KCDC ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.

12. **General Requirements**

The selected supplier will review LIHTC tenant files for compliance with Section 42 of the Internal Revenue Code and to ensure that the household is qualified for the LIHTC program. This includes:

- Appropriate rent and income limits
- Appropriate utility allowance as provided by the property
- Household members defined
- Appropriate set aside limits as provided by the property
- Third party verification forms identified by the application and/or questionnaire
- Tenant affidavit forms as needed
- Other supporting documents such as tax returns, bank statements, pay stubs
- Completion and computation of all income and assets
- Correct actual household income limit on TIC
- TIC effective date
- Household student status
- Appropriate lease terms
- Required signatures
- IRS and state agency LIHTC compliance protocol
- Management's overall policies; procedures, and understanding of compliance requirements
- Compliance with gross rent requirements
- Unit mix and set aside requirements
- Compliance with age requirements for designated senior housing developments.

13. **Guidelines and Requirements**

Supplier will use the guidelines and requirements:

- Set forth by the IRS
- Of the state agency responsible for monitoring LIHTC compliance
- Industry standards
- Best Practices

14. **Procedures**

- a. Supplier will review the LIHTC files uploaded by KCDC for compliance with the LIHTC program and Section 42 requirements. Any findings or deficiencies identified will be recorded in a LIHTC file review report. Upon completion, the LIHTC file review report will be provided back to KCDC. Any files noted as having a deficiency will need to have the deficiencies corrected by KCDC. Corrected files that are resubmitted will be reviewed by the supplier and the results will be provided to KCDC.
- b. Supplier will not hold up approval of files based on minor compliance issues (as long as they do not affect eligibility).

c. Standard reviews are completed within two weeks from receipt.

15. **Optional Services**

KCDC desires pricing for certain optional services that it may require. These include:

a. Applicant File Pre-Approvals

This is for new properties leasing up for the first time or for existing properties as units turn over. Under this work, pending move-in files are reviewed for LIHTC eligibility.

b. Acquisition Rehab-Expedited Review of Existing Tenants

This service is available for properties with existing tenants that are funded using acquisition/rehab credits. In most cases, owners want to have all existing households certified within 120 days of the acquisition.

c. Final Compliance Review (After Expedited Review)

With this scope the site will send signed lease and TIC forms to the supplier for review.

d. Investor Tenant File Annual Compliance Review

This service provides a sampling of tenant files reviewed each year to ensure strong LIHTC compliance procedures are being applied by management staff.

e. Acquisition Rehab-Standard Review of Existing Tenants

This service is for properties with existing tenants that are funded using acquisition/rehab credits.

THIS AND THE PREVIOUS NEED NOT BE RETURNED

LIHTC Compliance Monitoring Q1927
Solicitation Document A General Response Section

General Information about the Supplier

Sign Your Name to the Right of the Arrow By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org .	
Printed Name and Title	
Company Name	
Street Address	
City/State/Zip	
Contact Person (Please Print Clearly)	
Telephone Number	
Cell Number	
Supplier's E-Mail Address (Please Print Clearly)	

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	Addendum 1 <input type="checkbox"/>	Addendum 2 <input type="checkbox"/>	Addendum 3 <input type="checkbox"/>	Addendum 4 <input type="checkbox"/>	Addendum 5 <input type="checkbox"/>
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Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as a small business by the State of Tennessee (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons)	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business qualifies as Section 3 business (as defined by HUD): It is at least 51% owned by a Section 3 resident (lives in Public Housing) or it employs Section 3 residents for at least 30% of its employee base; or it commits to sub contract at least 25% of the project's dollars to a Section 3 business.	Yes <input type="checkbox"/> No <input type="checkbox"/>
This business is owned & operated by persons at least 51% of the following ethnic background:	
Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>
Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>
Native Americans <input type="checkbox"/>	White <input type="checkbox"/>

Cooperative Procurement

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes No

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

MasterCard Acceptance

Mastercard is accepted for payment without additional fees. Yes <input type="checkbox"/> No <input type="checkbox"/>
Mastercard is accepted for payment with a fee of _____. Yes <input type="checkbox"/> No <input type="checkbox"/>

Supplier: _____

Conflict of Interest:

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility:

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

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

Accuracy of Electronic Copies:

12. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

No Contact/No Advocacy Affidavit:

13. After this solicitation is issued, any contact initiated by any supplier with any KCDC representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.

14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

Signed by _____	
Printed Name _____	
Title _____	
Subscribed and sworn to before me this date	
By (Notary Public) _____	
My Commission Expires on _____	
Notary Stamp	

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

insert

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

LIHTC Compliance Monitoring Q1927

Solicitation Document D Supplier's Experience and Qualifications

1. Provide a brief narrative description of the organization submitting the proposal. Include as part of the description:
 - Statement explaining your interest in the project
 - Organization size
 - Organizational structure
 - Financial stability
 - Years in business
 - Legal Status (corporation or partnership, et cetera)
 - Experience in the performance of similar projects in the past three years
 - Experience in the performance of similar projects for governmental entities in the past three years
 - Overview of the proposed project team; include key individuals, their proposed roles in the project, years of experience and any current certifications applicable to the professional services the employee will provide
 - A brief narrative of why the team is best qualified to provide the services

LIHTC Compliance Monitoring Q1927

Solicitation Document E Response Timelines

Using no more than two pieces of paper provide your guaranteed work completion timelines for the various services detailed herein.

Solicitation Document F References

Supplier: _____

The proposal must include at least **three** specific references of similar accounts. While you may have had numerous separate contracts with a particular company, a company can only be one reference.

Name of Business	
Contact Person	
Contact Person Email Address	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Email Address	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Name of Business	
Contact Person	
Contact Person Email Address	
Contact Person Telephone Number	
Description of Service Provided	
Date Contract Began	
Date Contract Ended	
Approximate Dollar Value of the Contract	\$

Provide costs for your services:

Item	Rate
Standard File Review	\$ each
Applicant File Pre-Approval	\$ each
Acquisition Rehab-Expedited Review of Existing Tenants	\$ each
Final Compliance Review (After Expedited Review)	\$ each
Investor Tenant File Annual Compliance Review	\$ each
Acquisition Rehab-Standard Review of Existing Tenants	\$ each
Expedited File Reviews	\$ each
File Correction Review	\$ each
Other:	\$ each
Other:	\$ each
Other:	\$ each
Other:	\$ each
Other:	\$ each
Other:	\$ each