Greenburgh Housing Authority
RFP NO. 2018-006 RAD DEVELOPMENT CONSULTANT
Due: October 25, 2018-3:00 p.m. EST
Request for Proposals
For Rental Assistance Demonstration (RAD)
Consulting Services
For
The Greenburgh Housing Authority

The Greenburgh Housing Authority (GHA and/or the Authority) is seeking proposals from consultants to provide services to assist in the RAD conversion and redevelopment/revitalization of the GHA’s Low-Income Public Housing. Proposal documents are available and can be obtained from the GHA office located at 9 Maple Street, White Plains, NY 10603. To request a copy of the proposal documents, please contact Ms. Keicia Blanch, at (914) 946-2110 or GHA website: http://www.greenburghhousing.org Submission of proposals must be received at the GHA’s office no later than October 25th, 2018 at 3:00 p.m. EST
Greenburgh Housing Authority
Request for Proposals (RFP)
For
Rental Assistance Demonstration (RAD)
Consulting Services
Project NY - 057

RFP Issued: September 26, 2018
Questions Deadline: October 15, 2018
Proposal Deadline: October 25, 2018

An Equal Opportunity Employer
An Equal Housing Provider
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Introduction and Background

The Greenburgh Housing Authority is a small housing authority in the Town of Greenburgh, NY. GHA consists of 246 Public Housing Units, both state and federally subsidized, 303 Housing Choice Vouchers and 9 Affordable housing units.

GHA plans to rehabilitate existing 85 low income federally subsidized Public Housing Unit property. The 85 units are scattered over 5 sites in the Town of Greenburgh. The plans are to utilize the U.S. Department of Housing Development’s RAD program, LIHTC funding, Westchester county or any combination of these or other available programs, and funding sources, which will assist in the rehabilitation and redevelopment of the Federally subsidized units.

RFP Information At A Glance

| Authority Contact Person: | Raju Abraham  
| Executive Director |  
| How to Obtain RFP Documents on the Web: | http://www.greenburghhousing.org  
| Questions Deadline: | October 15, 2018 3:00 p.m.  
| How to Fully Respond to This RFP by Submitting a Proposal: | Submit 1 original and 3 copies  
| Proposal Submittal Return Deadline: | 3:00 p.m. EST on October 25th, 2018 at the Authority Business Office located at 9 Maple Street, White Plains, NY 10603  
| Anticipated Approval by Board: | November, 2018  

Authority’s Reservation of Rights

1. The Authority reserves the right to reject any and all proposals, to waive any informalities in the RFP process, or to terminate the RFP process at any time if deemed by the Authority to be in its best interest.

2. The Authority reserves the right not to award a contract pursuant to this RFP.

3. The Authority reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.

4. The Authority reserves the right to determine the work schedule and locations that the successful proposer shall provide the services described in the RFP.

5. The Authority reserves the right to retain all proposals submitted and not permit withdrawal for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the Authority.

6. The Authority reserves the right to negotiate the fees proposed by the proposer entity as described in this RFP.
7. The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including, but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested services.

8. The Authority shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

9. The Authority shall reserve the right to, at any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the required details herein.

Scope of Proposal

The Authority is seeking to obtain a Rental Assistance Demonstration (RAD) Consultant for the redevelopment/rehab of 85 Public Housing units. The original Property was built in 1971 and has 85 one, two, three, and four-bedroom units. It is a mix of elderly residents, disabled residents, and families. GHA is requesting submission by individuals, firms, or teams that have developed and managed the entire planning and redevelopment process including, but not limited to: revitalization plan approvals, on-site relocation planning and oversight, disposition, demolition, construction, community and supportive services, internal organizational restructuring of major funding programs like RAD transformation, revitalization and Low-Income Housing Tax Credits.

The Authority's goal is to hire a qualified (RAD) Consultant that will bring the knowledge and experience of their organization and consulting team to provide the following (including but not limited to):

- Offer technical expertise and general recommendations to inform the Public Housing Authority (PHA) in their efforts to determine the feasibility and the structuring of the project participating in RAD;

- Monitor, oversee, and submit the required items (i.e., RPCA, environmental report, proforma, HUD form documents, etc.) To meet the HUD-required CHAP milestones, including the Financing Plan which will be used in the HUD RAD approval process;

- Participate in communications with the PHA and HUD RAD staff to help the Project to move through the RAD Financing Plan and RAD Conversion Commitment (RCC) issuance processes;

- Prepare disposition applications as needed

- Identify project funding resources, develop and submit applications and negotiate funding terms with the State of New York, LIHTC investors and lenders.

- Coordinate and prepare funding applications to New York State Homes and Community Renewal (NYSHCR)
- Prepare and review financial proformas, site plan, project design and implementation timelines.

- Prepare RAD financing plans. Work with investors to secure approval of RAD conversion.

- Work with HUD, NYSHCR, Westchester County, Investors, lenders to reach a RAD closing.

- Procure or coordinate partners and consultants including but not limited to legal, design, and engineering, compliance related to the GHA objectives, goals and general business activities

- Coordinate redevelopment activities including PILOT agreements and related issues with the Town of Greenburgh

- Assist the GHA in identifying and attaining pre-development financing for third party costs of redevelopment

- Coordinate and develop resident relocation plans and redevelopment plans as necessary for the effective and timely redevelopment of the portfolio

- Coordination of design and construction documents

- Coordination of general contractor or construction management bid documents, issuance of RFP and selection documents for project support.

- Assistance and coordination with financing and syndication firms.

- Coordination of project financial administration.

- Financial feasibility analysis of current GHA inventory and feasibility of rehabilitation.

- Coordination of marketing and/or rental analyses and highest and best use studies.

- Submission of applications for financing of individual property development rehabilitation or redevelopment.

- Preparation and response to applications for local, regional, State and Federal funding allocations, Project-based Section 8 or Section 8 Housing Choice Vouchers.

- Assist the coordination of marketing and lease-up activities.

- Technical assistance with property management.

- Assistance with organizational infrastructure development.
• Assistance with asset repositioning, management, and administration.

• Facilitate the financial closing process, serving as a liaison between HUD, NYSHCR, the PHA, and the PHA’s attorney. The Consultant will help to resolve any outstanding issues to guide the PHA through the review and execution of the financial documents required by HUD, lenders, investors, the County, Town and NYSHCR for the Project.

• Facilitate the RAD closing process, serving as a liaison between HUD, the PHA, and the PHA’s attorney. The Consultant will help to resolve any outstanding issues for the RAD attorneys to guide the PHA through the review and execution of the RAD Conversion Commitment (RCC), the HAP Contract, the RAD Use Agreement, and other RAD-related documents and compliance reporting required by HUD for the Project.

**Preferred Qualifications**

The Authority prefers to work with individuals and/or firms that meet the following qualifications:

1. Five years’ of recent experience working with small housing authorities including affordable housing redevelopment in the New York State area.

2. Recent demonstrated experience in the planning and coordination of resident occupied rehabilitation efforts.

3. Five years’ recent experience working with federal, state, county or other local programs that are administered by other government agencies, non-profit organizations or conventional financial institutions for predevelopment and development financing.

4. Strong knowledge of community lending programs, especially LIHTC development resources, NYSHCR programs and Westchester County programs.

5. Three years’ experience working with HUD RAD program, New York State HCR and LIHTC including planning, execution and completion of RAD projects.

6. Experience working in LIPH and knowledge of transitioning and restructuring LIPH operations.

7. Willingness to work as a team and develop and train Authority staff as to funding opportunities, redevelopment tasks for future projects and managing general responsibilities.

**Submission Requirements**

Respondents must submit one (1) original and 3 hard copies of the complete proposal. Proposals are limited to 15 pages not including the required attachments. No additional marking marketing
All materials, exhibits or content is to be included with the attachments. All materials will become the property of the Greenburgh Housing Authority. Additionally, respondents will be responsible for all costs incurred in preparing a response to this RFP.

All proposals must be received no later than **3:00 p.m., October 25th, 2018 EST** and addressed as follows:

RAD RFP NO. 2018-006: RAD Consulting Services  
Greenburgh Housing Authority  
Attn: Raju Abraham  
Executive Director  
9 Maple street  
White Plains, NY 10603

The above stated deadline is firm as to the date and hour. GHA will treat as ineligible for consideration any submission received after that deadline. GHA may elect to deem a submission non-responsive if the submission fails to comply with specific requirements of this solicitation.

Respondents must submit the following for the submission to be considered complete:

1. **Letter of Interest (TAB 1)**
   a. Include contact name, title, address, email, telephone and fax numbers to be contacted for clarification or additional information regarding proposals.
   b. A brief statement summarizing the Respondent's company, understanding of the RAD program and LIHTC program, relevant experience and qualifications.
   c. Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational documents, and a corporate resolution, if applicable, signed by the Secretary of the Respondent and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

2. **Previously Related Experience (TAB 2)**

   Provide information about past clients for whom the Respondent provided the same or similar services, including other PHA's and include information related to the specific services provided with a particular emphasis on clients and projects in New York and New York State funding programs.

   Provide specific information related to HUD RAD conversions planned, implemented and completed with a preference for projects financed by State of New York Homes and Community Renewal.

   Provide specific information on experience related to resident occupied rehabilitation projects.
3. **Approach (TAB 3)**

Describe your philosophy, approach and preferred methods for meeting the requirements as listed in the scope of services.

4. **HUD Forms (TAB 4)**

Each Respondent must complete the Certifications and Representations of Proposers as provided in Exhibit A.

5. **GHA Forms (TAB 5)**

   a. Business References: Provide three references from related service providers or agency personnel. Include a brief description of Respondent’s business relationship with the reference.

   b. Minority, Women, and Disadvantage Business Participation: Proposals submitted in response to this solicitation MUST include an MBE/WBE/DBE participation plan which, at a minimum demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE/DBE goals.

6. **Cost Proposal (TAB 6)**

Include a cost proposal detailing the proposed fee structure for the proposed effort. The GHA is interested in creative fee proposals that minimize GHA costs and expenses in the pre-development phase and share development risk. Provide an estimate of third party costs not included in the proposal but to be billed as directed expenses such as engineers, architects, financial consultants and syndicators and legal.
Requests for Information

Respondents desiring an explanation or further information regarding the solicitation must submit an e-mail request no later than October 20, 2018, 4:00 p.m. to Raju Abraham, Executive Director, Raju@greenburghhousing.org. Any clarifications and/or information will be furnished promptly. Ex parte communications with staff, Board members and

Evaluation Process

A selection committee will review proposals in accordance with this RFP and will recommend to the GHA Board of Commissioners the firm most advantageous and supportive of the agency’s needs. The selection committee and/or Board of Commissioners may at its discretion request interviews with respondents to discuss specific aspects and clarification of their proposals. The Board of Commissioners will make the final decision.

Evaluation/Selection Criteria

The RFP will be evaluated and rated on, but may not be limited to, the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
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</thead>
<tbody>
<tr>
<td>Experience/Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>Similar Work or Related Projects</td>
<td>25</td>
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<tr>
<td>Approach</td>
<td>25</td>
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<td>Fee Proposal/Cost</td>
<td>10</td>
</tr>
<tr>
<td>M/W/DBE Plan Participation</td>
<td>10</td>
</tr>
<tr>
<td>Total Possible Points</td>
<td>100</td>
</tr>
</tbody>
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General Conditions of the RFP

1. LATE SUBMISSIONS WILL NOT BE ACCEPTED OR CONSIDERED.

2. GHA reserves the right to accept or reject any and all proposals submitted, either in whole or part, with or without cause; to waive any informalities of any proposal; to extend, amend or cancel this RFP at any time; and, to make the award in the best interest of GHA.
3. GHA reserves the right to request additional information, if needed, from prospective contractors.

4. In the event, that it becomes necessary for GHA to revise any part of this RFP, revisions will be provided in the form of an Addendum to all prospective contractors who picked up or were delivered the initial RFP, providing a name, address, telephone number, fax number and e-mail address have been provided to GHA. GHA may issue and require Respondents to acknowledge addendums to the RFP.

5. Submissions that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondents should note carefully the submission requirements.

6. All proposals submitted in response to this RFP will be considered public information and may be made available to the general public (including news media) unless Confidential and/or Proprietary information is submitted under separate cover and is clearly designated as such.

7. The Respondent will provide a presentation regarding proposal submitted, if requested to do so by GHA.

8. Respondents may modify or withdraw a submission prior to the submission deadline by an authorized representative of that organization. All submissions will become the property of GHA after the submission deadline.

9. The Respondent affirms that he/she is of lawful age and that no person, firm, partnership, or corporation has any interest in this submittal or in the proposed contract.

10. The Respondent affirms that its proposal is made without any additional understandings or agreements in connection with any other person, firm, partnership or corporation making a submittal for the same purpose and is in all respects fair and without collusion or fraud.

11. The Respondent has clearly read the provisions, terms and conditions of the RFP document and does hereby agree to be bound thereby.

12. GHA retains the right to negotiate with the selected firm(s).

13. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between GHA and respondent.

14. Respondent must meet GHA's insurance requirements as requested by GHA.
15. The respondent will not offer any gratuity, favor or anything of monetary value to any officials or employee of GHA, for the purpose of influencing consideration of a response to this RFP.

16. GHA reserves the right to disqualify any submission that may present a conflict of interest between GHA, its employees or Board members, Respondent or parties identified in the submission.

Acceptance of RFP and Contract Terms

Respondent's submission of a proposal in response to the RFP shall constitute acceptance by the Respondent of the terms and conditions of this RFP. In the event, that the Respondent's proposal is accepted for contract award, the Respondent agrees to enter into a negotiated contract with GHA at a later date and time.

Contract Award

Subject to the rights reserved in the RFP, GHA will award a contract by written notice to the selected Respondent. The award of a contract is subject to the approval of the GHA Board of Commissioners and/or GHA Executive Director, and it shall be conditioned on the successful negotiation of revisions, if any, to the RFP, recommended as part of the evaluation of proposals.

A contract shall be awarded in accordance with the terms and conditions of the RFP to the Respondent whose proposal is most advantageous to GHA considering price, qualifications, technical and other factors as specified in this RFP. GHA reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in RFP received as in the best interest of GHA.

No Warranty

Respondents are required to examine the RFP, scope of service, and instructions pertaining to the services requested. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation as to be fully informed as to the extent and character of the services requested. No warranty or representation is made or implied as the information contained in this RFP.
EXHIBIT A

HUD FORMS

Certifications and Representations of Offerers - Non-Construction (HUD-5369-C)
Instructions to Offerers Non-Construction (HUD-5369-B)
General Conditions for Non-Construction Contract (With Maintenance Work (HUD-5370-C))
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, 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 11252, 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:
(Chck the block applicable to you)
[ ] Black Americans [ ] Asian Pacific Americans
[ ] Hispanic Americans [ ] Asian Indian Americans
[ ] Native Americans [ ] Hassidic Jewish Americans

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror’s Signature

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

Signature & Date:

Typed or Printed Name:

Title:
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 or print or type his 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) Telephonic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telephonic 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, 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 regulations. 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 if:
   (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 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 Address, 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 proposers), 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 the 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 built-in date 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 timedata stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
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 bulletin mark postmark on both the receipt and the envelope or wrapper.

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.

If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including telex) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a proponent 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 proponent 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 inconsistencies 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 contracts 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.

A written award or acceptance of offer mailed or otherwise furnished to the successful proponent 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.

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 offer shall show the hour and date specified in the solicitations 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 ensure 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]
General Conditions for Non-Construction Contracts
Section II – (With Maintenance Work)

Applicability. This form HUD-5270C 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 requiring routine maintenance as defined at 24 CFR 908.125 greater than $2,000 but not more than $100,000 - use Section II; and
3) Maintenance contracts (including routine maintenance), greater than $100,000 - use Sections I and II.

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

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

2. Withholding of Funds
The Contracting Officer, upon his or her own action or upon request of HUD, shall withhold or retain to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract or part of the work required under this Contract, the Contracting Officer of HUD may, after written notice to the Contractor, distribute such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

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

4. Apprentices and Trainees
(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in;
   (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of...
(ii) A training program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/apprenticeship program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice/trainee's level of progress, as adjusted according to the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprenticeship or trainees to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the applicable program.

(d) Any worker employed as an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainees program, the employer and any other party in interest shall be permitted to utilize an apprenticeship/training as less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractor(s)) and the HA, or HUD, or the employees or their representatives, concerning a claim or a denial that the Contractor is subject to the applicable provisions of this section.

(i) A Contractor and/or subcontractor or any interested party desiring reconsideration of a decision of the HA or HUD refusing to or his or her representative, concerning the payment of prevailing wage rates or proper classification of work shall request such reconsideration in writing within 30 calendar days from the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

(ii) The HA or HUD official shall, within 30 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. Any appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the facts of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

(iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the facts of the decision that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph (a) shall be subject to the following procedures. Disputes within the meaning of this paragraph (b) include disputes between the Contractor (or any of its subcontractor(s)) and the HA, or HUD, any employees, or their representatives.

6. Contract Work Hours and Safety Standards Act

(a) The provisions of this paragraph (b) shall be subject to the following procedures. Disputes within the meaning of this paragraph include a dispute between the Contractor (or any of its subcontractor(s)) and the HA, or HUD, or the employees or their representatives, concerning the payment of prevailing wage rates or proper classification of work.

(i) A Contractor and/or subcontractor or any interested party desiring reconsideration of a finding of violation of the HA or HUD in accordance with the provisions of this section, shall request such reconsideration in writing within 30 calendar days from the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

(ii) The HA or HUD official shall, within 30 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. Any appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the facts of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $50 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Please provide a minimum of three (3) references

1. **Company Name:**
   
   **Address:**
   
   **Contact Person:**
   
   **City, State, Zip:**
   
   **Email:**

2. **Company Name:**
   
   **Address:**
   
   **Contact Person:**
   
   **City, State, Zip:**
   
   **Email:**

3. **Company Name:**
   
   **Address:**
   
   **Contact Person:**
   
   **City, State, Zip:**
   
   **Email:**
FORM OF NON-COLLINEVE AFFIDAVIT (PRIME BIDDER)

State of ________________________

County ________________________, being first duly sworn, deposes and says:

That he/she is, the party making the foregoing proposal or bid, and attests to the following:

(1) That affiant employed no person, confirmation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project in securing the public contract were in the regular course of their duties for Affiant; and

(2) That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant.

(3) That such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or try to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or of any other Bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

________________________________________

Signature*

*Bidder if the Bidder is an individual; all partners if Bidder is a partnership; officer if the Bidder is a corporation.

SUBSCRIBED AND SWORN TO before me, this the ____ day of ______________________, 20__

________________________________________

NOTARY PUBLIC

My Commission Expires: ________________________ , 20__
**Form W-9**

- **Request for Taxpayer Identification Number and Certification**

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/individual entity name, if different from above.

3. Check appropriate box for federal tax classification. Check only one of the following seven boxes:
   - Individual
   - Proprietorship
   - LLC (Limited Liability Company)
   - Corporation
   - Partnership
   - Trustee
   - Trustee/Trustee

4. Enter the TIN (taxpayer identification number). TINs apply only to entities, not individuals; see instructions on page 3. Except payee code (if any).

   - Examples from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.).

6. City, state, and ZIP code.

7. List account number(s) here (if any).

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

Enter your TIN in the appropriate box. The TIN provided must match the same name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a nonresident alien, sole proprietor, or disregarded entity, see Part II instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: Fill the account line in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II: Certification**

Under penalties of perjury, I certify that:

1. The name 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 on your tax return.

2. I am a U.S. citizen or other U.S. person (defined below); and

3. 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 line 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest or dividends on your tax return. 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 on page 3.

**Sign Here**

- **Signature of U.S. person**
- **Date**

**General Instructions**

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file information return with the IRS must obtain a 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). The TIN must be reported on an information return if the amount paid to you, or other amount reportable on an information return, is not exempt from information reporting. Examples of information returns include but are not limited by the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-B (barter or mutual fund sales and certain other transactions)
- Form 1099-D (capital gains or losses, interest, etc.)
- Form 1099-MISC (taxable income of nonemployees, prizes, awards, or gross proceeds)
- Form 1099-S (miscellaneous payments and certain other transactions)
- Form 1099-T (nontaxable social security benefits, scholarships, etc.)
- Form 1099-C (prompted payment)

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 receive Form W-9 from the requester, a TIN may be subject to backup withholding. See What is backup withholding? on page 2.

By signing the Fill-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. person, payee, or recipient of a U.S. person's income, unless subject to withholding on foreign payments (defined in the Instructions) and the reporting entity is not required to file a return by law.

Cat. No. 1029X

Form W-9 (Nov. 13-2014)
Line 2
You have a business name, trade name, CBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person or entity as entered on line 1. If two boxes are checked, only one of the appropriate boxes for the appropriate line. If the person or entity is a "limited liability company," check "limited liability company." If the person or entity is a "partnership," check "partnership." If the person or entity is an "S corporation," check "S corporation." If the person or entity is a "C corporation," check "C corporation." If the person or entity is a "single-member LLC that is a disregarded entity," check "single-member LLC.

Line 4, Exemptions
If you are exempt from backup withholding and are not listed as a FATCA reporting entity in the applicable table in line 4, enter all of your information on line 4 for any code that apply to you. If you are exempt, you must file an exempt status certificate with your tax return. If you are exempt, you do not have to file a return.

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