

REQUEST FOR PROPOSAL (RFP)
FOR
FEDERAL HOME LOAN BANK GRANT WRITER CONSULTANT
INDEFINITE QUANTITY CONTRACT
(Award to be based upon Qualifications and Cost)
Expedited Procurement Action

Issue Date: February 10, 2020

Submission Deadline Date: 11:59 p.m., February 25, 2020

Expected Contract Award Date: February 28, 2020

Expected Service Start Date: February 28, 2020

Technical Inquiries: John Furman, jfurman@uticamha.org, 315.982.3731

The Municipal Housing Authority of the City of Utica, New York (the Housing Authority/UMHA) respectfully requests proposals from qualified individuals or firms to prepare grant applications to the Federal Home Loan Bank of New York for multi-year financing of its Rental Assistance Demonstration (RAD) Project. This is an expedited procurement action in order to meet grant deadlines.

The Federal Home Loan Bank of New York (FHLBNY) will have approximately \$38 million in housing grants for the 2020 Affordable Housing Program (AHP) Competitive Round. **The deadline for submitting applications for the 2020 AHP Competitive Round is Friday, March 20, 2020 at 5:00 p.m. ET.** The application package can be found on at www.fhlbny.com/ahp. Applications **must** be submitted via FHLBNY's Secure File Transfer Protocol (SFTP). The Housing Authority has identified a financial institution to submit our grant application.

AHP funds are awarded to member financial institutions that submit applications on behalf of project sponsors that are planning to purchase, rehabilitate, or construct affordable homes or apartments (owner-occupied or rental units). Funds are awarded through an annual competitive process, with final award announcements generally being made approximately five months from the application deadline. The project sponsor will be the Housing Authority.

While the details of the competitive process can be found at www.fhlbny.com/ahp, we strongly encourage you to review the [2020 AHP Implementation Plan](#).

The Rental Assistance Demonstration (RAD) is a program of the Office of Recapitalization in the Office of Multifamily Housing Programs at HUD. Authorized by Congress in 2012, RAD allows public housing agencies and owners of other HUD-assisted properties to convert units from their original sources of HUD financing to project-based Section 8 contracts. These new contracts provide a more reliable source of operating subsidy that

enables property owners to leverage private capital, such as debt and equity, to finance new construction and/or rehabilitation of rental housing.

Our RAD project involves the revitalization (rehabilitation, demolition, and new construction) of the UMHA public housing developments. The UMHA will convert its units from Section 9 public housing to Project-Based Section 8 subsidies. The project is currently in a planning phase. Cost estimates, architectural plans, and financing will be finalized this spring. HUD has awarded CHAPs for two of its developments - (Gillmore/Humphrey/Hamilton/Duplex (164 units) and Perretta Twin Towers and Marino-Ruggiero (242 units). A portfolio reservation has been made for the 487 remaining units. The project will involve relocation of its existing residents. Financing for the project is likely to consist of 4% Low Income Housing Tax Credits, FHA loans, Federal Home Loan Bank, Community Development Block Grant, and private foundation grants. The UMHA will seek FHLB financing in phases and over several years to enhance its likelihood to receive funding.

The duties of the consultant will be to:

1. Assess the potential for funding for this year's program according to FHLB criteria and determine whether it is advantageous to make application during this round;
2. Submit FHLB applications for 2021, 2022, and/or 2023;
3. Answer inquiries with respect to the applications submitted;
4. With the authorization of the UMHA, submit other related proposals for project funding;
5. Coordinate the submission of the FHLB application with other development team members.

This is an expedited procurement action. The successful applicant must begin work immediately upon notification of the contract award.

The Municipal Housing Authority of the City of Utica, New York will receive and consider PROPOSALS for an Indefinite Quantity Contract for Federal Home Loan Bank Grant Writer Consultant Indefinite Quantity Contract as follows:

All Proposals must be emailed in the form of a pdf and received no later than 11:59 p.m. **Eastern Standard Time on February 25, 2020.** Proposals should be emailed to:

jfurman@uticamha.org

No proposals will be accepted after this time.

Applicants should contact Mr. Furman to confirm receipt of the proposal.

QUESTIONS

Questions may be sent to jfurman@uticamha.org. Emails should have the subject line: "RFP Questions." Persons can also call Mr. Furman at 315.982.3731.

REQUESTS FOR PROPOSALS AND CONTRACT TERMS AND CONDITIONS may be obtained during normal business hours at the Central Offices of the Municipal Housing Authority of the City of Utica, New York, located at Perretta Twin Towers, 509 Second Street, Utica, New York 13501. This RFP may also be obtained by sending an email with the subject line – FHLB RFP - to: jfurman@uticamha.org.

You can also download the RFP at: <https://fhlbgrant.law.blog/>
Please check our blog for updates on the RFP.

The Housing Authority may reject any and all proposals, re-advertise, postpone, or cancel this RFP at any time at its discretion. The Housing Authority has the right to waive any and all formalities related to this RFP. The Housing Authority is committed to equal opportunity in its procurement actions.

1. BACKGROUND

Established in 1937, the Municipal Housing Authority of the City of Utica, New York (UMHA) was one of the first housing authorities formed in the U.S. The Housing Authority employs a staff of 51 full-time and nine part-time employees. Eleven full-time AmeriCorps members complement our staff and provide direct service to public housing and community residents. The UMHA is the major provider of subsidized housing in Utica. Our goal is to be a leader in the housing industry by providing safe, clean and affordable housing opportunities to low income persons while promoting self-sufficiency, upward mobility, and customer satisfaction. With integrity, high ethical standards, and competence, we are committed to transparently provide, develop and offer low-income residents of the City of Utica and Central New York:

- Quality affordable housing opportunities,
- Neighborhood revitalization and community renewal activities,
- Partnerships with private and public entities to optimize resources through innovative programs,
- Efficient and effective management of resources,
- Education, literacy, social, career development and economic self-sufficiency programs.

The UMHA owns, manages, and supervises a total of 1,072 units. Of that number, 893 are public housing units, 36 are HOPE VI Stand Alone Tax Credit Units, 50 are Low-Income Housing Tax Credit (Roosevelt Residences), and 93 are Project-Based Section 8 (New York State Public Housing). The UMHA currently provides 243 Section 8 (Housing Choice) Vouchers to local tenants.

2. INTENT

The UMHA seeks a consultant to provide consulting services and technical assistance for the UMHA.

The scope of services is expected to include, but not be limited to the following:

- a. Assessment of the current status of the project to determine if it will receive sufficient points to submit a competitive application this year;
- b. Preparation of Federal Home Loan applications for the RAD project possibly for 2020 and future rounds;
- c. Preparation and submission of related proposals for the project;
- d. Answering inquiries on a timely basis from funders including the Federal Home Loan Bank with respect to applications submitted;
- e. Offering follow-up and technical assistance when needed.

Please note that the Consultant may have to prepare the Federal Home Loan Bank application by March 20, 2020 depending upon the results of the initial readiness assessment. The Utica Municipal Housing Authority will provide documents, forms, and necessary data related to the proposal. The Housing Authority will secure a commitment from a member institution of the Federal Home Loan Bank to submit the application on our behalf. We also expect the consultant to answer questions and requests for additional information from the Federal Home Loan Bank in concert with the Housing Authority.

The proposed contract will not include general grant writing services for the UMHA.

3. TERMS

The UMHA will not accept retainer agreement proposals. The UMHA will only accept responses to this RFP which propose unit costs and flat hourly rates. The rate needs to remain fixed during the term of the contract. A maximum contract amount will be determined for each service included in the contract. A flat hour rate will cover out of scope work, work beyond normal activities, and technical assistance and guidance on related matters.

The UMHA intends to enter into an indefinite quantity contract (“IQC”) with the successful Consultant. Work shall be awarded on an as needed basis per a written request by the UMHA. The contract length shall be for an initial period of one year. At the UMHA’s option, the contract may be extended with a written agreement between both parties, for additional one year periods, with a 5-year maximum term, with the availability of continued funding, and pursuant to the HUD Procurement Handbook.

The Consultant shall be paid for services on an as needed basis at an hourly rate and flat fee for specific activities (each grant application, answering inquiries, follow-up assistance). The Consultant shall provide a schedule of fees (hourly rate fee) and unit costs. Please see attachment “B”. The awarded Consultant will be paid in accordance with the unit costs and hourly rate bid fee submitted on attachment “B”. Hourly fees services are for beyond the

normal activities for task and may include out of scope work and technical assistance/advocacy activities. Unit costs help the UMHA to anticipate and control costs and keep work activities within budget. Progress payments for work performed will be processed at thirty (30) day intervals, where the consultant agrees to submit a monthly statement enumerating completed services and invoices for payment for such completed services. Payments for completed services will be made to consultant within 30 days after receipt and approval of invoices by UMHA.

4. SCOPE OF SERVICES

A. The UMHA will perform the following activities:

- (a) Provide project documents (deeds, needs assessment, appraisals, market studies, cost estimates, financing commitments, architectural plans, support letters, budgets, and other documents to the Contractor to accomplish necessary tasks);
- (b) Review applications before submittal;
- (c) Meet with the Contractor on a periodic basis to review progress.

B. The contractor shall limit its consulting activities to the preparation of Federal Home Loan Bank applications and other activities as determined by the UMHA. The UMHA retains the right to provide final approval for all activities in connection with this contract. The Contractor must seek prior authorization from the UMHA before submitting proposals to the Federal Home Loan Bank and other funders and must provide digital copies to UMHA of all documents submitted. The Contractor shall not supervise UMHA staff. Any contact or communication with outside entities must be approved by the UMHA. The Contractor will only perform work which is authorized by the UMHA pursuant to and in accordance with the aforementioned scope of work.

5. CONDITIONS

- A. The CONTRACTOR agrees and acknowledges that it is independent of the UMHA and that it will neither hold themselves out as, nor claim to be, officers or employees of UMHA or its agents, and that it will not by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of UMHA. The CONTRACTOR herein is hereby deemed an independent contractor to the UMHA and under no circumstance shall be deemed an employee of the UMHA.
- B. The CONTRACTOR shall comply with all applicable Federal, State, County, and City Statutes, Ordinances, and Regulations including those pertaining to wages, hours and conditions of employment. Contractor shall not discriminate on the basis of handicap, age, sex, nationality, origin, etc. CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. CONTRACTOR will adhere to Title VIII of the Federal Civil Rights Act of 1968, also referred to as the "Fair Housing Act", which prohibits discrimination against occupants on the basis of race, color, religion, sex or national origin. CONTRACTOR will also comply with the Federal Fair Housing Amendments Act of 1988, Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the New York State Human Rights Law, and Section 602 of the New York State Private Housing Finance Law.

Insurance Requirements

Contractor shall maintain in force, during the full term hereof, insurance in the following amounts and coverage:

Professional Liability Insurance in the amount of not less than \$1,000,000; Coverage shall have limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions, and any deductible not to exceed \$50,000 each claim.

The UMHA must be listed as Additional Insured on liability policies. A certificate of insurance must be provided if awarded.

6. MINIMUM QUALIFICATIONS:

The UMHA will only consider Proposals from firms or individuals with previous FHLB and/or Affordable Housing Development Grant Writing Experience.

7. Submission Requirements

Applicants are required to submit proposals providing the following:

- Letter of Interest: Summary of consultant's relevant past experience and contact information.
- Resume of proposed individual to conduct work activities as well as the firm.
- List of completed, successful grant writing projects, and three references.
- Bid /Proposal Exhibit B. Provide hourly rate and units costs attached hereto as **Exhibit B**.
- Non-Collusive Affidavit: Form attached hereto as **Exhibit C**.
- Representations and Certifications of Bidders attached hereto as **Exhibit D**.

Proposals received after the deadline will be returned to the respective providers unopened. Proposals must include the attached "Non-Collusive Affidavit", EXHIBIT C.

8. QUALIFICATIONS AND SELECTION CRITERIA

The UMHA will only consider Proposals who are able to meet the following minimum qualifications:

The selected consultant must demonstrate specific experience and knowledge of FHLB and/or other Grant Applications, Affordable Housing Development, Public Housing, Low-Income Housing Tax Credits, and Federal Home Loan Bank financing. The proposed consultant will be evaluated as follows:

The proposed consultant shall meet the minimum qualifications specified herein and must demonstrate specific experience and knowledge of affordable housing development, public housing, Low-Income Housing Tax Credits, and/or Federal Home Loan Bank financing. The proposed consultant will be evaluated as follows;

- | | |
|--|-----------|
| A. Qualifications | 25 Points |
| B. Experience with submitting affordable housing development proposals | 50 Points |
| C. Fee Proposal (Hourly Rates and Unit Costs) | 25 Points |

The services of the successful proposer(s) will be utilized on an "as-needed" basis to carry out specific assignments including but not limited to:

UMHA intends to award one contract under this solicitation. The successful proposer will be paid unit costs per application plus an hourly rate for activities beyond the normal scope of work necessary to accomplish tasks.

Proposer(s) will be evaluated based on the Proposals and selection criteria listed in the Request for Proposal.

Any and all services performed must be in compliance with all applicable State and Federal regulations. UMHA is contemplating the award of one contract (see **Exhibit "E"**) through this solicitation process. Each Offeror must review the professional services contracts included as **Exhibit "E"** and the General Contract Conditions Non-Construction (HUD 5370-C) provided in **Exhibit "F"**.

GENERAL REQUIREMENTS

The Housing Authority may reject any and all proposals, re-advertise, postpone, or cancel this RFP at any time at its discretion. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute direction of the Housing Authority. The Housing Authority has the right to waive any and all formalities related to this RFP. The UMHA reserves the right to negotiate contracts for this solicitation.

The respondent shall certify in the RFP (and ultimately in its contract for services as a result of this RFP) that the Consultant is not debarred from performing any services for HUD, HUD related programs, UMHA or any other governmental or private agency. Furthermore, the respondent shall certify in the RFP (and ultimately in its contract for services as a result of this RFP) that the consultant will not discriminate as to race, sex, religion, color, age, creed, or national origin in regard to obligation, work, and services to be performed under the terms of any contract ensuing from this RFP.

Each Offeror must be in good standing with UMHA and any Federal, State or Municipality that has or has had a contracting relationship with the firm. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror is not eligible to submit a Response to this Solicitation.

The successful Consultant shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title, or interest herein, or its power to execute such contract to any person, partnership, company, or corporation without the prior written consent of the Housing Authority.

Section 3 of the Housing Community Development Act of 1968, as amended, requires that the Housing Authority, contractors, and subcontractors shall make their best efforts to give training and employment opportunities to residents of the Housing Authority as well as the surrounding area. Consultants will be expected to comply with this Section 3 requirement.

EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It should be noted that the proposed Fee will be evaluated separately. The Housing Authority will evaluate all responses; select the most highly ranked firm and begin negotiations with the highest ranked firm. (Evaluation factors are listed below). Responses may receive a maximum score of one hundred (100) points broken down as follows:

EVALUATION FACTOR

WEIGHT OF FACTOR

- I. **Qualifications: 25 Points**
Personnel. Attach a resume of all those who will be involved in the delivery of the service that includes their experience in this area of service delivery. A resume of the firm should also be included.
- II. **Affordable Housing Development Grant Writing Experience: Maximum 50 Points**
The consultant must demonstrate experience in preparing grant applications for affordable housing development such as Low Income Housing Tax Credit, HOME, Federal Home Loan Bank, and bond financing. A list of at least three references and clients should be submitted. A list of grant proposals submitted and approved for funding should be included in the proposal.
- IV. **Fee Proposal 25 Points**
The proposer must provide a fee for unit costs (preparation of grant applications) as well as flat hourly rate. Proposed hourly rates should include all overhead, profit and expenses. The hourly rate will include work beyond the normal preparation of the applications such as responding to Federal Home Loan Bank inquiries and conducting follow-ups with the Federal Home Loan Bank.

Proposal cover letters and resumes must include responses to items I, II, III and IV above. In addition, using the forms attached hereto, the following exhibits must be included with your response:

Bidders' Checklist

The following bid forms must be included with each bid package submitted:

Bid Form Sections

For each Bid submittal, the following Bid Forms shall be fully executed.

_____ Letter of Interest: Summary of consultant's relevant past experience and contact information.

_____ Resume of proposed individual to conduct work activities.

_____ Three references (minimum), List of clients and grant proposals submitted and approved

_____ Bid /Proposal Exhibit B. Provide hourly rate attached hereto as **Exhibit B**.

_____ Non-Collusive Affidavit: Form attached hereto as **Exhibit C**.

_____ Representations and Certifications of Bidders attached hereto as **Exhibit D**.

Failure to provide any section of the bid documents as outlined in the bidder's checklist may be deemed sufficient cause for rejection of bid.

FORM OF PROPOSAL

INDEFINITE QUANTITY CONTRACT FOR
FEDERAL HOME LOAN BANK GRANT WRITER CONSULTANT

UNIT COSTS

Please indicate proposed unit cost for each type of activity:

Preparation of Scoring Evaluation of Federal Home Loan Bank potential application for 2020
\$ _____

Preparation and Submission of Federal Home Loan Bank potential application for 2020
\$ _____

Preparation and Submission of Federal Home Loan Bank potential application for 2021
\$ _____

Preparation and Submission of Federal Home Loan Bank potential application for 2022
\$ _____

Flat Hourly Billing Rate including all direct and indirect labor cost and profit and all staff costs for out-of-scope and services beyond the normal activities such as technical assistance, advocacy, and follow-up with the Federal Home Loan Bank as well as grant applications.
\$ _____

From: _____

Company/Individual: _____

Contact: _____

Title: _____

Phone: _____

Authorized Signature: _____ **Date:** _____

Exhibit C

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization) (Title of Person Signing) (Signature)

EXHIBIT D

Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs

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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 pr 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 subparagraph (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 subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraph (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 circumstance of the disclosure.

[Contracting Officer check if following paragraph is applicable]

EXHIBIT D

(d) Non-collusive affidavit. (Applicable to contracts for construction and equipment exceeding \$50,000).

(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 non-responsive. 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 importer 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 to 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 Codes, 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 the 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 subcontracts awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosures us a prerequisite for making or entering into this contract imposed by Section 1352, title 31, United States Code. Any person who makes an

EXHIBIT D

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 regards to my possible performance of this procurement.

5. Bidders 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 forty five (45) 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 undertake to do, in compliance with its bid, if that bid as 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 apart if 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 women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

EXHIBIT D

(c) is, is not a minority business enterprise. "Minority business enterprise," is 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 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

8. Indian-Owned Economic Enterprise and Indian Organization Representation
(applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," is as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is least 51 percent Indian owned. "Indian" as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian Organization," is as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by

Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs. **Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither if 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.

9. Certification of Non-segregated 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

EXHIBIT D

violation of the Equal Employment Opportunity clause in the contract.

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

(1) Obtain identical certifications from the proposed subcontracts;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors or Requirements for Certifications of Non-segregated Facilities

A Certification of Non-segregated 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 for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

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

10. 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, indicated 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 non-exempt subcontract.

11. Previous Participation Certificate (Applicable to construction and equipment exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of the bid opening. Failure to submit the certificate by that date may render the bid non-responsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificated"

[] is, [] is not include with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

Company Name)

Address

FORM OF AGREEMENT/NOTICE TO PROCEED BETWEEN OWNER AND CONTRACTOR
INDEFINITE QUANTITY CONTRACT
FEDERAL HOME LOAN BANK GRANT WRITER CONSULTANT CONTRACT

PART I – AGREEMENT

This agreement (the "Agreement") is entered into as of _____ by and between the Municipal Housing Authority of the City of Utica, New York ("UMHA"), a municipal corporation created and existing under the law of the State of New York with its offices and principal place of business located at 509 Second Street, Utica, New York 13501 and _____ ("CONTRACTOR"), an independent contractor and consultant, whose office and principal place of business located at _____

WITNESSETH

WHEREAS, the UMHA is a municipal housing authority whose purpose is to provide affordable housing and supportive services to low-income residents of the City of Utica; and
WHEREAS, the CONTRACTOR has the necessary qualifications needed to implement the program;
WHEREAS, the CONTRACTOR is an independent vendor which conducts professional consulting services for human service programs;
WHEREAS, the UMHA has complied with the appropriate method of procurement for consultant services consistent with the agency's procurement policy for small purchase to solicit the CONTRACTOR;
WHEREAS, the UMHA intends to convert its public housing inventory to Project-Based Section 8 units through the Rental Assistance Demonstration (RAD) Program;
WHEREAS, the UMHA intends to submit applications for funding to the Federal Home Loan Bank and other sources to finance the RAD project;
WHEREAS, a consultant is needed to prepare applications to the Federal Home Loan Bank and other sources for RAD funding;
WHEREAS, the UMHA desires to retain the services of the CONTRACTOR and the CONTRACTOR desires to provide such service to the UMHA; and
NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **ACCEPTANCE OF TERMS.** The UMHA hereby engages CONTRACTOR to provide consulting services and technical assistance for preparation of Federal Home Loan Bank and other related applications for its RAD project and CONTRACTOR accepts this Agreement under the terms and conditions hereinafter set forth. CONTRACTOR remains an independent entity. This agreement does not create an employer-employee relationship between the CONTRACTOR and UMHA and does not enable the CONTRACTOR to UMHA employee benefits.
2. **SCOPE OF SERVICES.** CONTRACTOR will provide specific services to the UMHA, as contemplated in this agreement, in particular, in the areas of (1) Assessment of Readiness to submit competitive Federal Home Loan Bank application (2) Submission of Federal Home Loan Bank and other related applications (3) technical assistance and support during the application review process and grant award/administration, and; (4) such other area or areas as may be otherwise agreed upon between the UMHA and the CONTRACTOR. CONTRACTOR shall perform all services necessary on behalf of the UMHA in providing grant writing services more fully described in Part II, Scope of Work of this Agreement. CONTRACTOR will only perform work which is authorized by the UMHA.

3. **TERM.** The contract length shall be for an initial period of one year commencing on the date of contract execution. At the UMHA's option, the contract may be extended with a written agreement between both parties, for additional one year periods, with a 5-year maximum term, with the availability of continued funding, and pursuant to the HUD Procurement Handbook.

4. **COMPENSATION; COST.**

- A. The contract length shall be for an initial period of one year. This is an indefinite quantity, time and material contract, funded in accordance with Section 5 below. Work shall be awarded on an as needed basis per a request by the UMHA. CONTRACTOR must notify the UMHA when fifty percent (50%) and seventy five percent (75%) of the funded amount has been used. The UMHA will thereupon determine whether to provide additional funding to this Agreement. CONTRACTOR exceeds the funded amount at his, her or their own risks. The funded amount includes allowable fees, costs, and expenses, in accordance with Part I and Part III of this Agreement. The CONTRACTOR must maintain a ledger of amounts to be billed to ensure that it does not exceed the maximum Agreement price.
- B. The UMHA reserves the right to disallow charges for services and any expense it deems to be unreasonable or unnecessary, or both. In the event of any dispute over any charge for services, or item of expense, such dispute shall be resolved pursuant to Section 19 A below.
- C. The services for which the UMHA will pay CONTRACTOR shall be limited to hourly consulting fees and unit costs in connection with the RFP solicitation. The CONTRACTOR shall not receive any overhead, travel, or administrative fees in addition to the hourly fees paid through the program.
- D. It is understood and agreed that the UMHA will not be responsible for any costs incurred by the CONTRACTOR prior to the effective date or following the termination date of this Agreement.

5. **AVAILABLE FUNDS.**

A. CONTRACTOR acknowledges that payments under the Agreement may not exceed the amount that the UMHA certifies as available for this Agreement. During the term of this agreement, the UMHA reserves the right to fund the balance of the Agreement amount in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in the Agreement. CONTRACTOR agrees that the UMHA shall not be obligated to fund the Agreement except out of funds certified as currently available, even if those funds are less than the maximum amount stated in the Agreement. If sufficient funds are not available at any time, the UMHA may exercise its options described in Section 6, entitled "Unavailability of Funds."

6. **UNAVAILABILITY OF FUNDS**

If funding for this Agreement from any source is not obtained and continued at any aggregate level sufficient to allow for the payment for the services and expenses under this Agreement, the UMHA may exercise one of the following options without liability or penalty to the UMHA:

- (a) Terminate the Agreement effective upon a date specified in a Termination Notice; or
- (b) Continue the Agreement by reducing, through written notice to the CONTRACTOR, the amount of the Agreement and the services to be rendered and the expenses to be incurred consistent with the nature, amount, and circumstances of available funding.

The UMHA's exercise of either option under this Section shall not affect any obligation or liabilities of either party accruing prior to such termination or reduction of services or expenses. CONTRACTOR shall

be compensated in accordance with the terms of the Agreement for services and expenses satisfactorily performed and reasonably incurred prior to such termination under this Section.

7. **MAXIMUM NOT-TO-EXCEED AGREEMENT MOUNT** It is expressly understood and agreed that in no event will the aggregate total compensation and reimbursement to be paid hereunder exceed the maximum Agreement amount of _____ for all services and expenses satisfactorily rendered and reasonably incurred.

8. **BILLING** As a condition precedent to any payment to CONTRACTOR under this Agreement, CONTRACTOR shall submit to the UMHA a bill or invoice every month using UMHA forms that set forth the Agreement name and number and a detailed description of expenses incurred. The CONTRACTOR must provide appropriate backup and documentation of expenses. In addition to invoices, the CONTRACTOR must submit monthly progress reports to justify expenses incurred to the grant. The UMHA will only make payments on this Agreement after the work being billed has been completed, and will pay reimbursable expense only upon receipt of an invoice for the reimbursable expenses and the submission of reports. No advance payments will be made to the CONTRACTOR, who must have the capacity to meet all project expenses in advance of payments by UMHA. The UMHA will make payments every two weeks during the term of the Agreement upon submittal of the invoice and necessary documentation.

9. **RECORDS AND REPORTING**

- A. The, UMHA, or its duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions;
- B. The CONTRACTOR shall retain all required records which are directly pertinent to this Agreement for seven years after the UMHA has made final payment under this Agreement and all other pending matters are closed.

10. **MODIFICATIONS**

- A. All modifications to this Agreement must be made by amendment to this Agreement and signed by both the UMHA and the CONTRACTOR;
- B. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by new local, Federal and/or State laws and regulations.

11. **TERMINATION AND ASSIGNMENT OF AGREEMENT**

- A. Either party may terminate this Agreement upon ten (10) business day notice to the other, in which event; each party will fully cooperate with the other to effectuate a smooth transition of files to the UMHA.
- B. In addition to its rights set forth above and below this subsection, the UMHA shall have the right to terminate this Agreement at any time during the term of this Agreement for any reason, including without limitation, its own convenience. If the agreement is terminated solely for the UMHA's convenience, the UMHA shall issue a written Termination Notice which shall set forth the effective date of the termination.
 - (1)The UMHA may terminate and cancel this Agreement upon written notice of ten (10) business days to CONTRACTOR. Notice shall be deemed given upon posting in the US mail, and
 - (2)CONTRACTOR shall not assign this Agreement or subcontract any of the work under this Agreement without the consent of the UMHA.

12. **RESPONSIBILITY UPON TERMINATION**

- A. Upon receipt of a Termination Notice under any Article or Section of this Agreement, CONTRACTOR and its agents, employees and subcontractors shall:
- (1) Take immediate, orderly action to discontinue services.
 - (2) Collect, assemble and transmit to the UMHA, the CONTRACTOR's files on activities assigned under this Agreement. All such files shall be clearly labeled and indexed to the satisfaction of the UMHA and delivered to the UMHA by the CONTRACTOR on or before the date set forth in the Termination Notice for the delivery of files or, if no such date is set forth in the Termination Notice, then before the effective date of termination set forth in the Termination Notice. There will not be retaining or charging liens or the like in favor of the CONTRACTOR.
- B. Termination of the Agreement shall not affect any obligation or liability of either party accruing prior to such termination.
- C. There shall be no liability, cost or penalty to the UMHA for termination of the Agreement.

13. PAYMENT OF CONTRACTOR UPON TERMINATION

- A. Upon termination of CONTRACTOR by the UMHA for an event of Default, CONTRACTOR shall be entitled to payment of an amount, to be determined by the UMHA and subject to audit, as shall compensate CONTRACTOR for the work satisfactorily performed prior to the termination date; provided, however, that:
- (1) No allowance shall be included for termination expenses, anticipated profits, unabsorbed overhead or under absorbed overhead, or unperformed services; and
 - (2) The UMHA shall deduct from any amount due and payable to CONTRACTOR prior to the termination date, but withheld or not paid, the total amount of additional expenses incurred by the UMHA in order to satisfactorily complete the work required to be completed by CONTRACTOR under this Agreement, including the expense of engaging another Contractor for this purpose and such other damages, losses, and expenses of the UMHA, as may be incurred or result from such termination for default.
 - (3) In the event of termination of CONTRACTOR by the UMHA for UMHA's convenience, the CONTRACTOR shall be paid an amount as shall compensate CONTRACTOR for the portion of the services satisfactorily performed and expenses reasonably incurred prior to the date of termination. No amount will be allowed for termination expenses, anticipated profits, unabsorbed or under-absorbed overhead, or unperformed services.

14. **BREACH OF AGREEMENT** None of the provisions of the Agreement, nor the exercise of any of the provisions of this Agreement regarding the UMHA's rights and remedies, shall affect or abrogate any other right or remedy (both at law or in equity) which may be available to the UMHA in the event of a breach.

15. **EVENTS OF DEFAULT** Each of the following shall be an Event of Default under this AGREEMENT:
- (a) Failure by the CONTRACTOR to comply with any provision of the Agreement.
 - (b) Occurrence of an Event of Insolvency with respect to the CONTRACTOR.
 - (c) Falseness or inaccuracy of any warranty or representation of CONTRACTOR contained in the Agreement or in any other document submitted to the UMHA by CONTRACTOR.
 - (d) Misappropriation by CONTRACTOR of any funds provided under the Agreement or failure by CONTRACTOR to notify the UMHA upon discovery of any misappropriation.
 - (e) A violation of law which results in a guilty plea or a plea of *nolo contendere* by, or results in a conviction of, CONTRACTOR, its employees, or agents (1) directly or indirectly relating to the Agreement or the

services provided or expenses incurred, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of the Agreement.

(f) Indictment of, or issuance of charges against, CONTRACTOR, its employees or agents for any criminal offense or any other violation of applicable law directly relating to the Agreement, or which adversely affects the performance of the Agreement in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred.

16. NOTICE AND GRACE UMHA agrees that it will not exercise any right or remedy provided because of any Event of Default unless it shall have (1) given written notice of the Event of Default to CONTRACTOR, and (2) CONTRACTOR, within a period of ten days thereafter, or such additional period for cure as the UMHA may authorize, shall have failed to correct the Event of Default; provided however, that no such notice from the UMHA shall be required nor shall the UMHA permit any period of cure if:

(A) CONTRACTOR has temporarily or permanently ceased providing services and incurring expenses related to performance under this Agreement;

(B) The Event of Default creates an emergency that requires, in the UMHA's sole discretion, immediate exercise of the UMHA's rights or remedies;

(C) The UMHA has previously notified the CONTRACTOR in the preceding twelve-month period of any Event of Default under the Agreement;

(D) An Event of Default occurs as described in Section 15(e) or 15(f) of the Agreement;

Or

Nothing contained in this section shall limit the UMHA's rights or remedies under this Agreement.

17. UMHA'S REMEDIES

(A) In the event the CONTRACTOR has committed or permitted an Event of Default and has been notified thereof, then the UMHA may, but shall not be obligated to, without further notice to or demand on CONTRACTOR, and without waiving or releasing CONTRACTOR, from any of its obligations under the Agreement:

(1) Perform (or cause a third party to perform) the Agreement, in whole or in part, including without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the UMHA. CONTRACTOR shall be liable to the UMHA for all sums paid by the UMHA and all expenses incurred by the UMHA, together with interest at the highest legal rate permitted in the State of New York thereon from the date of the UMHA incurring such expenses. In any event, the UMHA shall not be liable for inconvenience, expenses or other damages incurred by CONTRACTOR by reason of such performance or paying such expense or expenses, and the obligations of the CONTRACTOR under the Agreement shall not be altered or affected in any manner by the UMHA's exercise of its rights under this Section.

(2) Withhold or offset against any funds payable to, or for the benefit of, CONTRACTOR:

(3) Collect, foreclose or realize upon any bond, collateral, security, or insurance provided by or on behalf of CONTRACTOR; or

(4) Exercise any other right it has or may have at law, in equity or under the Agreement.

(B) If CONTRACTOR has committed or permitted an Event of Default and has been notified thereof, then the UMHA may, but shall not be obligated to, without waiving or releasing CONTRACTOR from any of its obligations under the Agreement, terminate the Agreement in whole or in part, in accordance with this Agreement. If the Agreement is partially terminated, CONTRACTOR shall continue the performance of

this Agreement to the extent not terminated. If the Agreement is wholly terminated, the UMHA shall issue a written Termination Notice which shall set forth the effective date of the termination.

- (C) The services purchased from the CONTRACTOR are unique and not readily available. Accordingly, CONTRACTOR acknowledges that, in addition to all other remedies to which the UMHA is entitled, the UMHA shall have the right, to the fullest extent permitted under the applicable law, to enforce the terms of this Agreement without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Agreement.

18. CONDITIONS

- A. The CONTRACTOR agrees and acknowledges that it is independent of the UMHA and that it will neither hold themselves out as, nor claim to be, officers or employees of UMHA or its agents, and that it will not by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of UMHA. The CONTRACTOR herein is hereby deemed an independent contractor to the UMHA and under no circumstance shall be deemed an employee of the UMHA.
- B. The CONTRACTOR shall comply with all applicable Federal, State, County, and City Statutes, Ordinances, and Regulations including those pertaining to wages, hours and conditions of employment. Contractor shall not discriminate on the basis of handicap, age, sex, nationality, origin, etc. CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. CONTRACTOR will adhere to Title VIII of the Federal Civil Rights Act of 1968, also referred to as the "Fair Housing Act", which prohibits discrimination against occupants on the basis of race, color, religion, sex or national origin. CONTRACTOR will also comply with the Federal Fair Housing Amendments Act of 1988, Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the New York State Human Rights Law, and Section 602 of the New York State Private Housing Finance Law.
- C. The CONTRACTOR shall adhere to local, state, and federal confidentiality laws as they relate to this program. Privacy is established for clients when examining, interviewing or sharing information. Verbalization of client's information is not shared with those not participating in the client's care. Discretion is used in the exchange of client information on the telephone. Discretion is used to maintain confidentiality during meetings. Except when otherwise required by law, any record that contains clinical, social, financial, or other data on a client is to be treated as strictly confidential and protected from loss, tampering, alterations, destruction and unauthorized or inadvertent closures. CONTRACTOR employees with access to client information shall respect the doctrine of confidentiality and not divulge any information contained in the record unless they are authorized to do so by the client. Each member of the CONTRACTOR staff shall be required to read and sign a copy of this confidentiality statement. The CONTRACTOR agrees to comply with the Privacy Act of 1974 (the Act) and the HUD rules and regulations issued under the Act.

During the term of this Agreement and thereafter, except with written prior consent of the UMHA, the CONTRACTOR shall not:

- (1) Issue, publish, or divulge any materials developed or used in the performance of the services under this Agreement in any public statement, thesis, writing, lecture or other verbal communication; or

- (2) Disclose, or use to its advantage or gain, confidential information of any nature acquired from the UMHA or acquired as a result of CONTRACTOR's activities in connection with this Agreement.

19. MISCELLANEOUS

- A. In the event a dispute arises concerning any portion of this Agreement or the performance related thereto between the UMHA and the CONTRACTOR, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all Federal, State, and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply. All claims by CONTRACTOR under this Agreement shall be made in writing and submitted to the UMHA. UMHA shall, with reasonable promptness, but in any event in not more than 90 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of the UMHA's decision, shall notify the UMHA in writing that it takes exception to such decision, the decision shall be final and conclusive. CONTRACTOR shall proceed diligently with the performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under this Agreement, and comply with the decision of the UMHA.
- B. All documents produced under this Agreement must be submitted to the UMHA in both hard copy and a digital format that meets UMHA's requirements, using Microsoft Office in a PC-compatible format. All documents and products created by the CONTRACTOR shall become the exclusive property of the UMHA.
- C. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the UMHA, its officers, employees and agents from and against any and all losses, expenses (including, but not limited to, litigation and settlement expenses and council fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by CONTRACTOR's act or omission or negligence or fault or the act or omission or negligence or fault of CONTRACTOR's agents, joint venture partners, subcontractor's, suppliers, employees or servants in connection with the Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, errors and omissions, acts of negligence, professional malpractice, failure to pay such agents, joint venture partners, subcontractors, suppliers, employees or servants, any breach of Agreement and any infringement or violation of any propriety right (including but not limited to, patent, copyright, trademark, service mark and trade secret). The UMHA shall not be responsible for unemployment compensation or workers compensation claims resulting from CONTRACTOR's staff or agents retained for this project.
- D. The CONTRACTOR provides the following representations: (a) It is an independent contractor; (b) it has the full power and authority, and has obtained all necessary approvals, to accept this Agreement, to carry out the terms of the Agreement, and to implement activities as per this Agreement, without violation of law or rights of others.
- E. This Agreement contains the complete Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. It may not be modified or assigned, nor may any of our rights be waived, except in writing signed by the UMHA. The UMHA may specifically enforce, or enjoin a breach of, its provisions.
- F. This Agreement shall be governed by the laws of the State of New York.
- G. There shall be no publicity released concerning the project without written prior consent of the UMHA. The UMHA may include information on the project in periodic public reports and newsletters.

- H. This Agreement contains the complete agreement of the parties hereto. It may not be modified or assigned, nor any of our rights be waived, except in writing signed by the UMHA. The UMHA may specifically enforce, or enjoin a breach of its provisions.
20. **AGREEMENT COMPOSITION**. The following documents are hereby incorporated by reference, and constitute the Agreement. CONTRACTOR acknowledges receipt of all listed documents. Any conflict among the documents that constitute this Agreement shall be resolved in the following order of preference:

- A. Part I: Agreement;
- B. Part II: Scope of Work
- C. Part III: Budget

(Signature Pages Follow :)

In Witness Whereof, the foregoing provisions have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

**MUNICIPAL HOUSING AUTHORITY OF THE
CITY OF UTICA**

By: _____
Robert R. Calli, Executive Director

CONTRACTOR

By: _____
Name

Title

Company

SERVICES CONTRACT

PART II – SCOPE OF WORK

- A. The UMHA will perform the following activities:
- (1) Provide documents and information to the Contractor to accomplish necessary tasks;
 - (2) Provide cost estimates, architectural studies, title work, organizational and financing documents, environmental review, planning, zoning studies, and other documents regarding the RAD project;
 - (3) Obtain supporting documentation and letters to provide supportive services;
 - (4) Secure the commitment of a financial institution to submit the Federal Home Loan Bank application;
 - (5) Meet with the Contractor on a periodic basis to review progress.
- B. The contractor shall limit its consulting activities to the preparation of Federal Home Loan Bank applications as well as related funding applications and other activities as determined by the UMHA. The Contractor will provide services only as directed by the UMHA involving the following activities with respect to resident and community service programs:
- (1) Prepare funding applications to the Federal Home Loan Bank and other related funding sources;
 - (2) Answer inquires related to the applications and provide follow-up assistance with regards to the implementation of the Federal Home Loan Bank funding;
 - (3) Serve as a liaison between the Federal Home Loan Bank and the UMHA;
 - (4) Coordinate with UMHA staff and development partners relative to the RAD project.

The UMHA retains the right to provide final approval for all activities in connection with this contract. The Contractor must seek prior authorization from the UMHA before submitting documents to funder and governmental agencies and must provide digital copies to UMHA of all documents submitted. The Contractor shall not supervise UMHA staff. Any contact or communication with funders must be approved by the UMHA. The Contractor shall provide its own mobile phone and provide a phone number and e-mail address to the UMHA to ensure consistent communication with staff.

The Contractor will provide the following additional activities:

- (1) Submit reports to the UMHA;
- (2) Ensure that services are performed according to local, state, and federal law and regulations;
- (3) Other activities as stipulated in this contract;
- (4) Submit other related applications;
- (5) Obtain authorization for subcontractors;
- (6) Any and all other duties that may be related to this service.

Request for Proposals for Federal Home Loan Bank Grant Writer Consultant

The Contractor will only perform work which is authorized by the UMHA pursuant to and in accordance with the aforementioned scope of work.

SERVICES CONTRACT

PART III – SCHEDULE OF FEES

Contractor Name: **To be Determined**

Consultant will be paid an hourly rate of: **To be Determined**

Maximum Not-To-Exceed Number of Billable Hours: **To be Determined**

Maximum Not-To-Exceed Contract Amount:

Preparation of Scoring Evaluation of Federal Home Loan Bank potential application for 2020
\$ _____

Preparation and Submission of Federal Home Loan Bank potential application for 2020
\$ _____

Preparation and Submission of Federal Home Loan Bank potential application for 2021
\$ _____

Preparation and Submission of Federal Home Loan Bank potential application for 2022
\$ _____

Flat Hourly Billing Rate including all direct and indirect labor cost and profit and all staff costs for out-of-scope and services beyond the normal activities such as submission of related grant applications, technical assistance, advocacy, and follow-up with the Federal Home Loan Bank.
\$ _____

No other fees and expenses (e.g., travel, phone, overhead, office supplies, administration, and office support) shall be charged in reference to the Agreement.