

**RFQ #2020-01**

**RAD Program Developer Services  
Butler Metropolitan Housing Authority  
June 2020**

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## **Request for Qualifications**

The Butler Metropolitan Housing Authority (BMHA) will receive qualifications for the following services:

**Scope of Services:** Rental Assistance Demonstration (RAD) Development Services

Qualifications will be received until:

**Closing Time:** 4:00 p.m.

**Closing Date:** July 9, 2020

**Where:** Butler Metropolitan Housing Authority  
Procurement Department  
4110 Hamilton-Middletown Road  
Hamilton, OH 45011-6218

**Phone:** (513) 868-4110

**Fax:** (513) 896-9381

A contract may be awarded to the best qualified and most responsive developer(s) that has complied with the conditions and specifications of the request.

**Statements received after the stated time and date will not be considered.**

An information packet will be provided upon request or may be obtained at the BMHA Procurement Department located at 4110 Hamilton-Middletown Road, Hamilton, OH 45011-6218. Questions regarding the specifications should be directed to Rita Adams (513) 868-4110.

BMHA reserves the right to cancel this Request for Qualifications (RFQ), or to reject, in whole or in part, any and all submissions received in response to this RFQ, upon its determination that such cancellation or rejection is in the best interest of BMHA. BMHA further reserves the right to waive any minor informalities or the failure of any proposer to comply therewith, if it is in the public interest to do so. BMHA will pay no compensation to any proposer for any costs related to preparation or submittal of the qualifications.

The award may be funded in whole or part by the U.S. Department of Housing and Urban Development (HUD) and administered by BMHA. HUD reserves the right to review and approve the contract documents and the firm selected by the BMHA.

Pursuant to establish BMHA and HUD Affirmative Action and Equal Employment Opportunity goals, all presenting qualifications are advised they must satisfy the goal to utilize qualified minority businesses to perform the subcontract work or supply materials and/or equipment for the project and workforce content.

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

BUTLER METROPOLITAN HOUSING AUTHORITY

By: Rita Adams, Accounting Manager

## **1.0 Instructions to Developers**

### **Introduction**

This Request for Qualifications (RFQ) identifies the requirements to be considered the minimum required by Butler Metropolitan Housing Authority (BMHA). This RFQ attempts to provide sufficient information to fully understand BMHA's requirements and the environment in which the proposal must be developed and operate. Notwithstanding any of the specific details described in this RFQ, it will be the obligation of the proposer to provide a service that works in the accomplishment of the requirements identified in this document. To aid the evaluation team in fully understanding each proposal submitted, and to ensure that full awareness is given to each aspect of the proposal, any deviation from the requirements specified in this document must be clearly noted and referenced to the subject area of the RFQ.

### **1.1 Preparation of Information about Qualifications**

Developers 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 proposer's risk.

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

Qualification information for services other than those specified will not be considered.

### **1.2 Explanation to those submitting Qualifications**

Any prospective developer desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it in writing ten (10) days before closing date. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective proposer concerning a solicitation will be furnished promptly to all other prospective proposers as an amendment of the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective proposer.

### **1.3 Questions**

All questions shall be submitted in writing (postal mail, fax, or e-mail) and should be addressed to:

4110 Hamilton-Middletown Road

Hamilton, OH 45011

Fax # (513) 896-9381

Email Address: [BScharf@butlermetro.org](mailto:BScharf@butlermetro.org) and [BJones@butlermetro.org](mailto:BJones@butlermetro.org)

Questions may be submitted until 12:00 a.m. (midnight) eastern time June 29, 2020. Answers and responses will be distributed to all prospective proposers after that date.

### **1.4 Amendments to the RFQ**

If the RFQ is amended, then all terms and conditions, which are not modified, remain unchanged.

Developers must acknowledge receipt of any amendments to this solicitation by:

- Signing and returning the amendment;
- Identifying the amendment number and date in the space provided for this purpose on the form for submitting a proposal;
- Letter, or;
- Facsimile, if facsimile proposals are authorized in the solicitation.

BMHA must receive the acknowledgement by the time specified for receipt of proposals. Failure to acknowledge all amendments may result in rejection of submission.

The Authority will endeavor to provide copies of addenda to all potential proposers to which this Request for Proposal has been mailed, but it will be the responsibility of each proposer to make inquiry as to the existence and content of addenda or amendments, as the same shall become part of this Request for Proposal and all proposers will be bound thereby, whether or not the addenda are actually received by the proposer.

**All addenda may be downloaded from [www.butlermetro.org](http://www.butlermetro.org), or may be obtained by contacting Procurement/Budget Assistant listed in Section 1.3.**

### **1.5 Qualification Information Requirements**

Forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted.

**These forms, required at the time of submission, must be signed and provided to BMHA.**

(Forms may be downloaded from [www.butlermetro.org](http://www.butlermetro.org), or obtained by contacting Procurement/Budget Assistant in Section 1.3)

- Debarment Certification for Prime and all levels of Sub-Consultants (HUD 2992).
- Instructions to Offerors (HUD-5369-B)

- A completed Representation Certifications and Other Statements of Bidders Form (HUD-5369-C).
- Declaration regarding material assistance to terrorist organizations (HLS 0038).
- Non-Collusive Affidavit for prime and all levels of Sub-Consultants
- Certificate of Corporate Good Standing for Prime and **all levels** of Sub-proposers
- Listing of three (3) references with contact information
- Within ten (10) days of notice of award, the following will be requested:
  - o Proof of the appropriate insurance coverage:
    - Workers' Compensation – Statutory Amount
    - \$500,000 Automobile liability on owned, non-owned and hired motor vehicles used in connection with this contract
      - A **“Certificate of Insurance” must name the BUTLER METROPOLITAN HOUSING AUTHORITY as “third party insured”**
    - General Liability - \$500,000

Proof of coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain coverage shall be considered in default of the contract and will be grounds for the contracting officer to terminate the contract for default.

Workers' Compensation shall be kept in accordance with State Law for all employees engaged under this contract. Proof of Workers' Compensation coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain a current valid uninterrupted Workers' Compensation certificate will be grounds for the contracting officer to terminate the contract for default.

### **1.6 Time for Receiving Qualifications**

Qualification Information received prior to the closing date and time will be securely kept, unopened. The officer, whose duty it is to open them, will decide when the specified time has arrived. No proposal received after the specific time will be considered. The timestamp machine at the receptionist desk at 4110 Hamilton-Middletown Road Hamilton, OH 45011 will serve as the official time clock.

### **1.7 Qualification Information Withdrawal**

No qualification information shall be withdrawn for a period of forty-five (45) days subsequent to the opening of the proposals without written consent of BMHA.

### **1.8 Qualification Submission**

Qualifications must be submitted to BMHA by July 9, 2020 at 4:00 p.m. (local time) without exception, at the following address to be eligible for consideration:

Butler Metropolitan Housing Authority  
Procurement Department  
4110 Hamilton-Middletown Road  
Hamilton, OH 45011-6218

**One** original, plus **three** exact copies marked "Copy" are required. The cost proposal should be attached only with "original" proposal.

To assure that your proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope of package as follows:

**Request for Qualifications (RFQ)**

**To Provide: Rental Assistance Demonstration (RAD) Program Developer Services**

**Solicitation No. RFQ 2020-01**

**Due: July 9, 2020**

Qualification Information shall be submitted in sealed envelopes or packages using forms furnished by BMHA. All required forms shall be submitted in the envelope or package(s), which will clearly be marked "Qualification Information Documents" and will show the project name and number, name of organization(s) and the date and time when RFQ is due. Once received by BMHA, information will not be returned.

All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned. The contents of the documents submitted by the successful proposer(s) may become part of any contract award at the sole discretion of the Authority.

Facsimile proposals, modifications or withdrawals will not be considered.

### **1.9 Late Submissions, Modifications, and Withdrawal of Qualification Information**

Any information received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

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

The only acceptable evidence to establish the time of receipt at BMHA is the time/date stamp of BMHA on the proposal wrapper or other documentary evidence of receipt maintained by BMHA.



Notwithstanding this provision, a late modification of an otherwise successful submission that makes its term more favorable to BMHA will be considered at any time it is received and may be accepted.

### **1.10 Evaluation of Qualifications**

Within thirty (30) days after receipt of the Qualification Information, BMHA will complete a review of all qualifications.

The review of all RFQs submitted to establish responsiveness and responsibility according to the submission of required documents on the part of the proposer.

Each developer will ultimately end up with a score based upon the points assigned to the evaluation factors by each team member. All individual factors will be added to obtain an accumulated total score. At this point the Authority may decide, at its sole discretion, to enter negotiations with the highest rated developer.

Should the Authority deem it advisable to obtain clarification, developers yielding clearly competitively high scores during the first phase evaluation may then be invited to a technical question and answer conference to be held at a specific time and date scheduled by the Procurement Officer. **Not all proposers may be asked to make such oral presentations.**

During this oral evaluation phase BMHA may, at its discretion, request any one or all proposers to make oral presentations. If invited to participate, at this point, based on their oral presentations, proposers will again be evaluated on the technical evaluation factors.

In consideration of the evaluation team's final scores, BMHA intends to enter into negotiations with, and award a contract to, the highest ranked proposer(s) based on the points received for the **oral evaluation** phase.

The decision as to who shall receive a contract award, or whether an award shall be made as a result of this request for proposal shall be at the sole discretion of the Authority. In addition, multiple awards may be made.

### **1.11 Responsibility of Prospective Developer**

BMHA shall award only to responsible prospective developers who are able to perform successfully under the terms and conditions of the proposed agreement. To be determined responsible, a prospective developer must:

- Have adequate financial resources to perform the work;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and

- Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U.S. Government. Current lists of ineligible proposers are available for inspection.

Before an award, the developer may be requested by BMHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the developer to provide additional information may render the proposer ineligible for award.

### **1.12 Negotiations with Selected Developer (s)**

Once the evaluation process is complete, BMHA will negotiate with the highest ranked developers. The negotiations will include clarifying the specific scope of work, performance period, and determining the final details and cost of the scope of work. If BMHA and the highest ranked developer(s) fail to reach an agreement, BMHA may negotiate with the next highest ranked developer to reach an agreement, unless BMHA determines that it is in the best interest to re-solicit for these services. It may be determined it is in the best interest of BMHA to negotiate with more than one developer for redevelopment activities.

### **1.13 Contract Award**

The contract(s) will be awarded to the most responsive and responsible developer, which is most advantageous to BMHA provided the proposal complies with all conditions of the Request for Proposal (RFP). BMHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. BMHA is prohibited from making an award to firms (including sub-proposers) or any individuals that are on the list of firms ineligible to receive from the United States Governments, as furnished by HUD.

### **1.14 Contract Term**

The Contract term is for three (3) years, effective August 1, 2020 thru July 31, 2023, with the Authority having the option to renew for two (2) additional one-year periods at no additional cost to the Authority, effective August 1, 2023 thru July 31, 2024 and August 1, 2024 thru July 31, 2025.

### **1.15 Review of Services**

Prior to the end of the twenty-fourth (24<sup>th</sup>) month of the initial contract BMHA will evaluate the contractor to determine whether the optional renewal period should be considered. This evaluation will be based on the productivity of the Contractor, as specified by BMHA. The Contractor agrees to provide BMHA with any and all information that BMHA deems necessary and pertaining to the service for evaluation. **OPTIONAL RENEWAL PERIOD(S)**

By mutual consent of BMHA and the Contractor, the contract may be renewed for three (3) additional twelve (12) month periods ending January 31, 2023. This option shall be automatically exercised unless written notice to the contrary is filled with either party not later than the first business day (Monday thru Friday) of the calendar month in which the current contract period

expires. It is understood and agreed that the contract may be renewed only at the same prices and under the same conditions governing the original contract, and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **1.16 Service of Protest**

Any protest the award of a contract to this solicitation shall be served on BMHA by obtaining written and dated acknowledgement of receipt from BMHA at the address shown on the cover of this solicitation. Any protest against the solicitation must be received before the due date for the receipt of proposal or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the award of the contract, or the protest will not be considered. All proposal protests shall be in writing, submitted to the contracting officer, who shall issue a written decision on the matter. The determination of BMHA about such protest or to proceed to award notwithstanding such protest shall be final unless the protestor makes an appeal.

### **1.17 Notice of Award**

All proposers will be notified by mail or BMHA's selection as soon as possible. A successful proposer will be issued a Notice of Award.

### **1.18 Commencement of Work**

The selected firm will be expected to begin work within ten (10) days of receipt of the Notice to Proceed.

### **1.19 Cost of Producing Proposal**

The costs of producing proposal are the responsibility of the proposer. BMHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiations with BMHA for any proposal.

### **1.20 Submission Conditions**

Do not fold or make any additional marks, notations or requirements on the documents to be submitted. Proposers are not allowed to change the conditions or specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additional and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to BMHA by the proposer, such may invalidate the proposal. If, after accepting such a proposal, BMHA decides that any such entry has not changed the intent of the proposal that BMHA intended to receive, BMHA may accept the proposal and the proposal shall be considered by BMHA as if those additional marks, notations or requirements were not entered on such.

### **1.21 Qualifications of Proposers**

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the proposer to perform the services and the proposer shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the proposer's physical facilities prior to award to satisfy questions regarding the proposer's capabilities. BMHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such proposers is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

### **1.22 Public Records**

Developers acknowledge that Butler Metropolitan Housing Authority is a political subdivision of the state of Ohio and is, therefore, required to comply with the Ohio Public Information Act. If a proposal includes proprietary data, trade secrets, or information the proposer wishes to except from public disclosure, then the proposer must specifically label each page containing such data, secrets, or information as follows:

#### **“PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION”**

To the extent permitted by law, information labeled by the proposer as proprietary will be used by BMHA only for purposes related to or arising out of the (a) evaluation of proposes (b) selection of a proposer pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the proposer selected.

Neither a proposal, in its entirety, nor the cost section of a proposal will be considered confidential/proprietary. Any proposal marked as such will be deemed non-responsible and eliminated from further consideration.

### **1.23 Suspended/Debarred**

The Authority will reject the qualifications of any proposer who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any proposer who has previously failed to perform any contract properly for the Authority.

### **1.24 Key Personnel**

The key personnel specified by the successful proposal will be considered essential to the work to performed by the successful proposer. Prior to diverting any of the key personnel for any reason, the proposers shall notify the Authority in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel or hours to be devoted, before or after contract award, without written permission from the Authority.

### **1.25 Assignments**

Unless otherwise agreed to by BMHA's contracting officer, the proposer shall not assign the contract to any other party.

### **1.26 Termination**

Termination may occur for (but is not limited to) the following reasons:

- A. Developer fails to perform any provisions within the contract;
- B. Developer fails to supply ample skilled workman;
- C. Developer disregard any laws, ordinances, rules or regulations;
- D. HUD funding to the authority is curtailed or reduced or
- E. The convenience of the Authority.

### **1.27 MBE/FBE/Section 3**

The Authority has established a goal of 30% Section 3, 20% Minority Business Enterprise (MBE) and 5% Female Business Enterprise (FBE) for contracts exceeding \$10,000. Please indicate the MBE/FBE/Section 3 percentage for your company in your submission.

### **1.28 Laws to be Observed**

Developer warrants compliance with all Federal, State, and Locals laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts and administrative bodies or offices in any manner affecting the performance of this contract. Fees and/or costs associated with such compliance are the responsibility of the proposer and not payable to the Authority.

### **1.29 Licensing Requirements**

Developer shall maintain all licenses required by local, state and federal laws.

### **1.30 Hold Harmless Clause**

The Developer will hold BMHA harmless from any and all negligent actions the proposer or their employee/s cause.

### **1.31 Breach of Contract**

Any breach of this contract will result in the Authority withholding payment to the Developer until satisfactory results are obtained.

### **1.32 Complaints**

All complaints concerning unfinished or unsatisfactory work will be forwarded to the Developer by the Authority. If these complaints are not resolved or satisfactory arrangements are not made within forty-eight hours following the receipt of the complaint, the Authority may, at its options, have the work completed in another manner and the cost of such work be deducted from the payment of the proposer.

### **1.33 Compensation**

### **1.34 Final Payment**

Developer will furnish any required permits and supply all needed affidavits and lien releases for all labor and materials prior to final payment.

### **1.35 Resident Council Meeting**

Developer shall attend resident council meetings as requested by BMHA.

## **2.0 Scope of Work**

### **2.1 Overview**

The Butler Metropolitan Housing Authority, also known as BMHA, invites proposals for specialty development consulting services (the “Services”) to be performed under a contract with BMHA (the “Contract”) by a firm or firms (the “Contractor”), with experience in developing mixed-income, mixed-use multifamily developments. The Contractor should have demonstrated experience with the interaction of housing authorities with the U.S. Department of Housing and Urban Development (“HUD”), and with HUD’s regulations and requirements relating to HUD mixed-finance development, the Choice Neighborhood Program and the Rental Assistance Demonstration Program (“RAD”). The Contractor must demonstrate experience with the requirements related to conventional financing, the use of Low-Income Housing Tax Credits (“LIHTC”), tax-exempt debt financing, Section 108 loans, homeownership sale program, and other public and private funding mechanisms.

### **2.2 Background**

BMHA currently operates 1,144 public housing units in the cities of Hamilton and Middletown and has partnered with TCG Development Advisors to create a plan for the future of the Authority and its properties. As BMHA and TCG work on creating this plan, the firm(s) will be on board to develop.

### **2.3 Scope of Services**

The Firm(s) selected to provide the specialty development services described in this RFP (the “Services”) shall provide these services on behalf of BMHA or any subsidiaries or any affiliates which may include but are not limited to the following:

- A. Developer shall assist in providing, arranging for the provision of, all services as are necessary for the development and construction of new affordable project(s) including without limitation all master planning and financing activities and services;
- B. Provide continuous reporting back to BMHA on the progress of the development efforts including but not limited to work completed, associated costs, schedule and budgetary requirements;
- C. Prepare or substantially assist in preparing financing applications for 9% or 4% LIHTC applications, as necessary to ensure overall project feasibility and complying with requirements;
- D. Partner with not only BMHA but also local for- and non-profits developers to produce affordable housing;
- E. Participate in, and document all meetings with stakeholder, including public housing residents and resident associations in the surrounding neighborhood, City Agency officials, U.S. Department of Housing and Urban Development (HUD), BMHA

- F. Refine and create detailed analysis of BMHA's RAD conversion to include projected post RAD revenues, summarize financing options, detailed project proformas of two financing options and competitive analysis showing agency revenue.
- G. Review and finalize draft application (s) in accordance with PIH 2012-32 (HA) for selected sites.
- H. Monitor, oversee and submit required items (IE RPCA, environmental reports, proformas, 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.
- I. Monitor, oversee and submit required items to meet HUD required Section 18 Demolition/Deposition process.
- J. Monitor, oversee and submit required items to meet BMHA's Mixed Finance Projects including L both 4% and 9% Local Income Housing Tax Credits (LIHTC), Multi-family Bond, HOME and Community Development Block Grant (CDBG) programs.
- K. Assist and participate with BMHA in the development evaluation and selection of financing partners.
- L. Assist BMHA with the creation and utilization of non-profit entities necessary for the redevelopment of its portfolio.
- M. Assist BMHA with seeking proposals from as well as evaluating and recommending tax credit syndicators.
- N. Assist BMHA with negotiating new or re-negotiating existing development agreements.
- O. Assist with seeking proposals from appropriate professionals for architectural design, site plans and construction drawings for the redevelopment of the BMHA's real estate portfolio.
- P. Assist BMHA with seeking proposals from qualified firms that will coordinate and develop resident relocation plans that produce timely redevelopment of the real estate portfolio.
- Q. Facilitation the financial closing process, serving as a liaison between BMHA, HUD, appropriate legal professionals, development partners and funding provider.
- R. Assist to resolve outstanding issues for BMHA's RAD Legal Services providers, HUD and finance organizations.



## **2.4 Experience and Qualifications**

Qualification must clearly demonstrate full knowledge, understanding, and experience in methods, techniques and guidelines required for the performance of the required work. Capacity and capability of the consultant to perform the work on schedule and be responsive to the Authority's direction should be clear. The proposer's ability to form successful working relationships and to effectively communicate is of the essence.

- A. The name of the firm, the location of the firm's principal place of business, and if different from the principal place of business, the location where the proposed services will be performed.
- B. The age of the Developer's business, and the average number of employees over the next year.
- C. Demonstrated track record of providing development services listed under Scope of Work.
- D. Experience with the HUD Public and Indian Housing Funding Sources (such as Capital, Replacement Housing Factor Funds, Demolition and Disposition Transition Funds, Operating Subsidy, and Housing Choice Vouchers).
- E. The abilities, qualifications, certifications, and experience of all "key" personnel who would be assigned to provide the work.
- F. Demonstrated track record of other contracts under which services were similar in scope, size, and/or discipline including references.
- G. Experience with Mixed Finance Development, Rental Assistance Demonstration (RAD), Choice Neighborhood Initiative (CNI) and LIHTC programs and projects. Include a list of all Mixed Finance Development, RAD, CNI and LIHTC projects or applications for which the firm provided legal advice in the past two years and a brief description of subject transactions. Identify which have been funded, if any of the transactions have closed. Describe your experience and expertise in drafting and negotiating any of the referenced project financial and developer agreements including those jointly completed in concert with legal counsel.
- H. Experience and expertise in providing development services in the areas of Ohio real estate transactions and partnership formations.
- I. Range of staff size and workload over the last year.
- J. A listing of and similar detail on any proposed subcontractor or consultant. If proposing a joint venture, please itemize the projects previously completed together.

- K. Other relevant information at the consultant's opinion. This may include management techniques, cost control methods and experience, cost estimating track record and schedule compliance.

### 3.0 Submission Requirements

- MBE/WBE: BMHA strongly encourages minority owner and women owned businesses to respond to this RFQ. Also, small businesses are encouraged to respond.
- Section 3: BMHA encourages respondents to hire housing authority or low-income residents of Hamilton and Middletown, Ohio.
- Executed Non-Collusive Affidavit
- Executed HUD Form 2992
- Declaration regarding material assistance to terrorist organizations (HLS 0038)
- HUD 5369-B Instructions to Offerors Non-Construction
- HUD 5369-C Certifications and Representations of Offerors
- **Three (3) references of previous work like this project and show company name, contact person, address, phone number, and e-mail address.**

## 4.0 Evaluation Criteria

Information received in response to this RFQ will be evaluated by BMHA staff. Only those proposals from firms which are complete and responsive to the specification set forth in consideration of this RFQ will be selected for consideration.

The evaluation factors listed below will be used as a mechanism for fairly and thoroughly evaluating qualifications submitted. The Authority will select respondent(s) based upon the following evaluation criteria and the Authority's needs.

<b>A. RAD Experience</b>	<b>20</b>	<b>Points</b>
1. Five years or more with RAD	- 20 points	
2. Five years or less with RAD	- 10 points	
3. No experience with RAD	- 0 points	
<b>B. MIXED FINANCE Experience</b>	<b>20</b>	<b>Points</b>
Experience with 4% or 9% Low Income Housing Tax Credits (LIHTC), Housing Bond Programs, HOME program, CDBG program, etc.		
1. Over twenty years of experience	- 20 points	
2. Between 15 and 20 years of experience	- 15 points	
3. Between 10 and 15 years of experience	- 10 points	
4. Between 5 and 10 years of experience	- 5 points	
5. 5 years or less	- 0 points	
<b>C. State of Ohio Experience</b>	<b>5</b>	<b>Points</b>
1. Ohio Experience	- 5 points	
2. No Ohio Experience	- 0 points	
<b>D. WMBE</b>	<b>5</b>	<b>Points</b>
1. Yes	- 5 points	
2. No	- 0 points	
<b>E. Addressing the Request for Qualifications</b>	<b>30</b>	<b>Points</b>
1. Proposal addresses all items in the RFQ	- 30 points	
2. Proposal addresses most items in the RFQ	- 20 points	
3. Proposal addresses some items in the RFQ	- 10 points	
4. Proposal does not adequately address the RFQ	- 0 points	

**F. References** **10** **Points**

- |  |   |           |
|--|---|-----------|
| 1. Good references from both RAD and Mixed Finance clients | - | 10 points |
| 2. Good references from Mixed Finance clients              | - | 5 points  |
| 3. Good references   | - | 3 points  |

**G. Experience in Building Partnerships (Co-Developing) with other For- and Not for- Profit Developers** **10** **Points**

- |   |   |           |
|---|---|-----------|
| 1. More than five- (5) experiences codeveloping                         | - | 10 points |
| 2. At least one- (1) and less than five (5) experiences in codeveloping | - | 5 points  |
| 3. No experiences   | - | 0 points  |

# Exhibit A

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

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

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

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

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

### Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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



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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 and the bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an Irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE X	DATE
--------------------------	------

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- \* DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*





Ohio Department of Public Safety  
DIVISION OF HOMELAND SECURITY  
<http://www.homelandsecurity.ohio.gov>

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

#### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
Division of Homeland Security

## **Terrorist Exclusion List**

As of July 20, 2006

### **U.S. Department of State List of Designated Foreign Terrorist Organizations**

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KKG, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

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**U.S. Department of State Terrorist Exclusion List**

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AI) (AI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmat Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Primero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

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39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Salihin, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabililah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

**U.S. Treasury Department's Designated Charities and Potential Fundraising  
Front Organizations for FTOs**

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

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11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)  
American Friends of the United Yeshiva (Kahane Chai and Kach)  
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)  
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

## Non Collusive Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first sworn, deposes and

says: That he is \_\_\_\_\_ (president, sole owner, partner, etc.) of

\_\_\_\_\_ (firm name) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that no one conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or 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 the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Owner or any person interested in the proposed contract: and that all statements in said proposal or bid are true.

Signature of Bidder: \_\_\_\_\_ (if individual)

Signature of Bidder: \_\_\_\_\_ (if partnership)

Signature of Bidder: \_\_\_\_\_ (if corporation)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_(Notary Public), My commission expires

\_\_\_\_\_, 201\_\_