

REQUEST FOR PROPOSALS

HUD-FHA MAP Lender

RFP #18-085



HOUSING AUTHORITY OF THE CITY OF TULSA

TULSA, OKLAHOMA

October 17, 2018

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HOUSING AUTHORITY OF THE CITY OF TULSA

REQUEST FOR PROPOSAL

The Housing Authority of the City of Tulsa (“THA”) is requesting qualified **HUD-FHA Multifamily Accelerated Processing (“MAP”) Lenders** submit their proposals (the “Proposals”) in the form of a comprehensive set of responses to the questions detailed within this RFP. The purpose of the RFP is to evaluate respondents to serve in the role of **MAP Lender** on behalf of the THA, for the financing of two (2) multifamily housing projects. Each of these projects will be acquired and renovated through the RAD conversion process and execution of a composite financing, which will incorporate a HUD Section 221(d)(4) loan, the sale of 4% low-income housing tax credits (“LIHTC”) and issuance of tax-exempt bonds.

RFP’s may be accessed from the THA webpage at www.tulсахousing.org.

Responses to the RFP will be due in physical form no later than **4:00 P.M. (Central Time) on Thursday, November 8, 2018**, at the THA Construction Services Office as detailed herein.

All Respondents **should be available on either November 14th or November 15th** to meet with the THA, at their offices in Tulsa should their firm be invited to do so.

The criteria for evaluating the Proposals will be based on the items set forth in the RFP. An award will be made to the most responsive and responsible respondent, which in the judgment of THA, best meets the current needs and long-term goals of THA. The THA reserves the right to reject any or all Proposals.

1.0 REQUIRED HUD-FHA MAP LENDER ASSIGNMENT

The Housing Authority of the City of Tulsa (“THA”) is interested in entering into a contractual engagement with a HUD-FHA Multifamily Accelerated Processing Lender (“MAP Lender”) to assist the THA with the underwriting, processing, financing, and servicing of two HUD Section 221(d)(4) loans (the “HUD Loans”). The HUD Loans will be used in conjunction with LIHTC equity to finance renovations to two multifamily properties, Apache Manor and Sandy Park, which are to be acquired by the THA under HUD’s RAD Program. The selected MAP Lender will serve the THA only in the capacity stated in the RFP.

2.0 AUTHORITY OVERVIEW

THA is a public housing authority and local development agency with powers emanating from laws of the State of Oklahoma. THA is governed by a five-person Board of Commissioners, appointed by the Mayor of the City of Tulsa.

THA’s current programs and initiatives include the following:

- THA owns and operates approximately 2,875 units of federally subsidized housing and (through its affiliated entities) approximately 101 units of market-rate or low-income housing tax credit (“LIHTC”) rental housing in Tulsa (the latter number expected to increase substantially in the near-term future). Some of the properties are in locations of high demand; others are in areas that are not as desirable.
- THA is currently converting its Public Housing portfolio from Section 9 of the Housing Act of 1937 to Project Based Vouchers (“PBV”) under Section 8 of the Housing Act through the Rental Assistance Demonstration (“RAD”). RAD is a HUD program that replaces public housing operating and capital subsidies with a 20-year Housing Assistance Payment (HAP) PBV contract that will automatically renew for another 20-year period. The RAD conversion also removes HUD’s Declaration of Trust from the real estate, allowing THA to pledge the converted properties as security for loans.

3.0 PROJECT DESCRIPTIONS

THA seeks proposals to finance the substantial renovations of two apartment developments:

3.1 Apache Manor

Apache Manor consists of 30 buildings, which cumulatively total 160 units of affordable family housing, constructed as townhomes. The Apache Manor renovation project is estimated to total on or about \$11.75 million. The anticipated HUD Loan is estimated to be \$8 million. Additional funding is expected from an equity contribution through the sale of 4% LIHTCs totaling an estimated \$3.1 million.

Apache Manor: Estimated Sources & Uses of Funds**Sources of Funds**

Mortgage Loan	\$8,000,000
Tax Equity Credit	3,100,000
THA Equity	500,000
Transferred Reserves	<u>500,000</u>
Total	\$12,100,000

Uses of Funds

Hard Rehabilitation Costs	\$7,700,000
Other Development Costs	3,800,000
Reserves	<u>600,000</u>
Total	\$12,100,000

3.2 Sandy Park

Sandy Park consists of 36 buildings, which cumulatively total 158 units of affordable family housing, constructed as townhomes. The Sandy Park renovation project is estimated to total on or about \$12 million. The anticipated HUD Loan is estimated to be \$8.5 million. Additional funding is expected from an equity contribution through the sale of 4% LIHTCs totaling an estimated \$3.1 million.

Sandy Park: Estimated Sources & Uses of Funds**Sources of Funds**

Mortgage Loan	\$8,500,000
Tax Equity Credit	3,100,000
THA Equity	200,000
Transferred Reserves	<u>540,000</u>
Total	\$12,340,000

Uses of Funds

Hard Rehabilitation Costs	\$ 7,840,000
Other Development Costs	3,900,000
Reserves	<u>600,000</u>
Total	\$12,340,000

4.0 FINANCING PLAN

The funding of the renovation projects for Apache Manor and Sandy Park will utilize identical financing structures. The mortgage loans will be obtained through a MAP Lender's underwriting of the HUD Loans of 35-40 years, in conjunction with an equity investment generated through the sale of 4% LIHTCs. Additionally, simultaneous to the execution of the HUD Loans will be the underwriting and sale of tax-exempt bonds (with a mandatory short-term tender).

The anticipated third-parties to be involved in the financing will be: (1) the MAP Lender, which will underwrite, process, finance, and service the HUD Loans; (2) the LIHTC Syndicator, which will price and finance the sale of LIHTCs; and (3) the municipal bond underwriter, which will underwrite and sell the municipal bonds.

The bonds will be issued through the Oklahoma Housing Finance Agency, which also acts as issuer of the LIHTCs.

Financing for both projects is anticipated to be completed on or about the third quarter 2019.

THA expects to be repeating this type of financing for numerous other properties within their housing portfolio over the next two (2) to five (5) years.

5.0 SCOPE OF REQUIRED SERVICES

The MAP Lender must be able to demonstrate in its Proposal, as well as attest to its ability to competently, expeditiously and concurrently, underwrite, process, finance, and service two (2) HUD 221(d)(4) Loans, while additionally, act as the Ginnie Mae (“GNMA”) issuer/servicer.

In addition to having expertise with HUD loans and acting as a GNMA issuer/servicer, your firm should have sufficient expertise and familiarity with Oklahoma, RAD converted multifamily housing properties and the workings of a Public Housing Authority, in order to best undertake the required responsibilities to meet an aggressive timeline and completion deadlines.

As the overall financing will incorporate the use of LIHTCs and municipal bonds along with the HUD 221 (d)(4) Loan, the MAP Lender must be knowledgeable and demonstrate expertise with each financing vehicle.

6.0 PROPOSAL FORMAT AND EVALUATION CRITERIA

- 6.1 One (1) original, four (4) copies of the Proposal, as well as, one (1) electronic non-encoded PDF version, on a flash drive, must be submitted in a sealed envelope labeled **MAP Lender RFP** to:**

Denise Hefner, Project Manager
THA Construction Services Office
201 West 5th Street, Suite 400
Tulsa, Oklahoma 74103

In addition, **two (2) copies of the Proposal must be submitted to the THA’s Municipal Advisor:**

Alan P. Richman, President & CEO
InnoVative Capital LLC
1489 Baltimore Pike, Building 400
Springfield, Pennsylvania 19064

6.2 The Proposal shall be arranged in the following format and sequence:

- A. A cover letter describing your firm’s understanding of the engagement, providing the name, title and telephone number of the person authorized to negotiate and contractually bind the firm.
- B. A narrative, not to exceed 20 pages, responding to the specific evaluation criteria listed in Section 6.3 below
- C. Completed Attachments A through F (which are routine requirements of all Requests for Proposal issued by THA).

Respondents should identify any conflicts or propriety information using the guidelines provided in Exhibit I (Attachment Representations, Certifications, and Other Statements of Bidders).

6.3 Evaluation will be based on written responses submitted to this RFP. THA may choose to conduct interviews prior to choosing a firm with which to contract for these services. However, THA retains the right to make a selection solely based on the written responses. Consequently, responses are encouraged to be as comprehensive as possible.

Responses will be evaluated using the factors and assigned values listed below:

A. Qualifications, Experience, References and Corporate Information (40%).

1. Your firm should identify the specific individual(s) who would be assigned to this engagement and describe their qualifications and experience. Please include the names, resumes, and relevant experience of all professionals who will serve in the following roles: (1) Chief MAP Underwriter; (2) Assigned MAP Underwriter; (3) HUD and GNMA Loan Trader; (4) Client Manager; and (5) External and internal counsel to be used for this engagement. Additionally, list the location in which the referenced individual(s) will be based out of.
2. Demonstrate your firm and assigned professionals’ experience with the following:
 - Serving as a MAP Lender for RAD conversions and renovation projects utilizing HUD 221(d)(4) Loans.
 - Serving as MAP Lenders with 4% LIHTC transactions and municipal construction bond financings.
 - Representing Public Housing Authorities (“PHAs”) as a MAP Lender.
3. For each of the years 2016, 2017 and 2018:
 - Indicate the volume of GNMA loans originated, purchased and sold.
 - Indicate the volume of HUD 221(d)(4) financed.

- Indicate any additional relevant projects financed between 2016-2018 with the name, location, and dollar amount.
4. Oklahoma Experience
 - Identify your firm's relevant experience and that of any assigned professionals in Oklahoma.
 - Identify all Oklahoma MAP transactions your firm has closed in the last five (5) years.
 5. HUD Loan Servicing Portfolio

Describe the size and composition of your HUD Loan Servicing Portfolio. Break out the construction and permanent loan servicing functions, while listing where and how, both the construction and permanent loan servicing is managed at your firm.
 6. Identify three MAP Lending references, with an emphasis on transactions relating to: (1) HUD 221 (d)(4) Loans; (2) PHAs; (3) RAD conversions; (4) HUD Loans in Oklahoma; and (5) HUD Loans in conjunction with 4% LIHTCs and municipal bonds.
 - Provide contact information for each reference.
 - Identify the specific types of financial tools employed for each reference.
 - Identify which assigned individual(s) had hands-on experience in assisting the referenced clients.

B. Basis and Calculation of Fees (30%).

1. Provide your Financing & Placement Fee assuming **two (2)** HUD Loans, with each ranging in size from \$8 million to \$8.5 million.
2. Provide your all-in annual HUD Loan servicing and GNMA fee.
3. Estimate your out-of-pocket expenses including third-party reports and legal fees. Would you be amenable to a cap of these expenses?
4. Please provide a not-to-exceed level of loan premium you would propose for any HUD 221(d)(4) Loan collateralized with GNMA securities.

C. Capability for Timeliness (20%). Please provide your commitment to be able to immediately commence the engagement should you be retained to serve as MAP Lender.

D. General Quality of the Response to the RFP (10%). This factor will be rated for the written Response and for any interview(s) that might be conducted.

E. Section 3 Preference (15% Bonus): To the extent that the contract to be awarded to the Responder involves construction and/or is a labor related contract (Section 3 contract pursuant to 24 CFR §135.1 et seq.), the Responder hereby certifies that said Responder will comply with all Section 3 regulations and any applicable THA Board Resolution(s).

6.4 Any Response may be withdrawn prior to award of the contract(s).

6.5 THA reserves the right:

- A. To waive informalities required herein;
- B. To request additional information;
- C. To supplement, amend or otherwise modify the terms or schedules set forth herein;
- D. To conduct all investigations and background checks necessary for adequate evaluation.

7.0 COST INCURRED IN RESPONDING

7.1 All costs directly or indirectly related to preparation of a Response to the Request for Proposals or any oral presentation required to supplement and/or clarify the submittal which may be required by THA shall be the sole responsibility of and shall be borne by Respondent(s).

7.2 Each firm by submitting its response waives any claim for liability against THA as to loss, injury and costs or expenses that may be incurred because of its response to this document.

8.0 INQUIRIES

8.1 Requests for clarification should be made in writing to Denise Hefner, Project Manager, and emailed to denise.hefner@tulsahousing.org no later than seven (7) days prior to submittal deadline.

8.2 Any information which may have been released by THA or one of its employees or Board members either verbally or in writing prior to the issuance of the RFP will be disregarded.

9.0 SUBMISSION DEADLINE

The Response submission deadline is **November 8, 2018, no later than 4:00 P.M.** (central time), and responses should be submitted to:

THA Construction Services Office
Attn: Denise Hefner
201 West 5th Street, Suite 400
Tulsa, Oklahoma 74103

Electronic submissions *will not* be accepted.

All Respondents **should be available** on **either November 14th or November 15th** to meet with the THA, at their offices in Tulsa, should their firm be invited to do so.

10.0 REJECTION

10.1 THA reserves the right to reject all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.

10.2 THA does not guarantee that a contract will be awarded because of this Request for Proposal.

11.0 CONTRACT COMPLIANCE STATEMENT

11.1 The Respondent shall state its compliance with all applicable rules and regulations of Federal, State and Local governing entities and attest that it is not excluded from Federal procurement programs. The Respondent must state its compliance with terms of this Request for Proposal (see attachments).

11.2 The Respondent must demonstrate that the proposal meets **all** applicable rules, regulations, registration and licensing requirements, whether Local, State, or Federal. It is the responsibility of the potential successful firm to determine the applicability of any rule, regulation or other requirement.

12.0 TERMS AND CONDITIONS

The following shall be standard terms and conditions of any agreement resulting from this solicitation:

A. **TERMINATION.** The THA shall have the right to terminate the Agreement at any time.

In the event the firm(s) fail(s) to comply with any provision of this Agreement, or if the progress or quality of the services is deemed unsatisfactory in the sole determination of THA, then THA may serve written notice of such upon the firm(s). If the firm(s) fail(s) within a period of ten (10) days thereafter to correct failure, THA may terminate the Agreement upon written notice to the firm(s).

Upon such termination, the firm(s) shall immediately cease its performance of the Agreement and shall deliver to THA all completed or partially completed services. THA shall determine and pay to the firm(s) the amount due for such satisfactory services.

THA reserves the right to terminate this Agreement for its convenience. Such termination shall be accomplished by written notice delivered to the firm(s). Upon receipt of notice, the firm(s) shall immediately cease services and deliver to THA all

completed or partially completed work product and/or files. Payment to the firm(s) shall be made for work performed prior to receipt of the termination notice, together with the firm(s)' cost for winding down its work, and the firm(s) shall have no claim for loss of anticipated profits or any additional compensation.

- B. **BREACH OF AGREEMENT.** If any Firm fails to fulfill any obligation under this Agreement in a timely and proper manner or if violate any of the terms of this Agreement, THA shall have the right to immediately terminate such contract and withhold payments more than fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, no Firm shall be relieved of liability to THA for damages sustained by any breach by a Firm.

- C. **MODIFICATION OF AGREEMENT.** Such Agreement may be modified only by written amendment executed by all parties.

- D. **PARTNERSHIPS/JOINT VENTURES.** Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this. No party shall become liable for any representation, act, or omission of any other party contrary to these terms.

- E. **GRATUITIES AND KICKBACKS.**

1. **GRATUITIES.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor.

2. **KICKBACKS.** It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- F. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted, or transferred in whole or in part without the prior written consent of THA. Any such assignment transfer or subcontract shall not release a Firm from any obligation hereunder. Any approved assignee shall assume each

and every obligation of a Firm hereunder and THA may contract with or reimburse any such assignee without waiving any of its rights against a Firm.

13.0 MISCELLANEOUS PROVISIONS

The Firm(s) selected and THA will mutually agree as follows:

- A. PERSONNEL.** The Firm(s) represent(s) that it/they have secured or will secure at its/their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with THA.

All services required hereunder will be performed by the Firm(s) or under its/their supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform such services. Receipt of an award does not guarantee exclusivity of contract for the outlined scope of services by THA. THA expressly retains the right to contact with third-parties that meet the listed criteria and are able to provide services to the benefit of THA.

- B. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS.** No member of the governing body of the locality in which the area of the Project is situated and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the programs and activities to which this Agreement pertains shall have any personal interest, direct or indirect, in their Agreement.

- C. ACCESS TO RECORDS.** The Firm(s) shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices.

14.0 INSURANCE

Each Firm shall carry Professional Liability Insurance and such other forms of insurance as may be appropriate for engagements of this nature and shall provide to THA certificates of such insurance.

THA requires that the CONTRACTOR have Worker's Compensation Insurance and a minimum of \$1,000,000.00 Professional Liability, Errors and Omissions, Automobile Liability, and further that THA be named as additional insured on all policies.

15.0 LICENSING AND BUSINESS REQUIREMENTS

The Respondent is responsible to comply with all licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the potential project manager to determine the applicability of any rule, regulation, or other requirement.

16.0 EQUAL EMPLOYMENT OPPORTUNITY

Each Firm shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age or gender, disability or any federally protected status or class. Each Firm also affirms that the rights or claims of personnel policy do not violate the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, which prohibit age discrimination in employment; 42 U.S.C. § 1981, 1983 and 1985; Title VII of the Civil Rights Act of 1964 as amended, which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans with Disabilities and the Americans With Disabilities Act Amendments Act, which collectively prohibits discrimination against qualified individuals with a disability; the Fair Labor Standards Act, including the Wage and Hour Laws relating to payment of wages; the Family and Medical Leave Act, which provides certain leave of absence benefits to employees; Employment Retirement Income Security Act, which protects certain employee benefits; 85 O.S. § 341 and 85A O.S. § 7 preventing discharge in retaliation for exercising rights under Oklahoma's Workers' Compensation Act; or any other federal, state or local laws or regulations prohibiting employment discrimination, including *qui tam* actions, and that it has not failed to correct the conditions after a finding by the Equal Employment Opportunity Commission and/or a corresponding court order.

17.0 DIVERSITY AND SMALL BUSINESS ENTERPRISE REQUIREMENTS

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that diverse and small business enterprises are utilized when possible.

18.0 TITLE VI

The Housing Authority of the City of Tulsa prohibits discrimination in all of its programs and activities on the basis of race, color, or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person shall be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with THA based on non-merit reasons. To file a complaint of discrimination, submit in writing to the THA Contracting Officer, 415 E. Independence Street, Tulsa, OK 74106.

ATTACHMENTS: *These items MUST be returned with your Proposal*

- “A”: Company Information
- “B”: Client References
- “C”: Fair Employment Practice Affidavit
- “D”: Contingent Fees Affidavit
- “E”: Affidavit of Non-Collusion
- “F”: Certification for Contracts, Grants, Loan and Cooperative Agreement

EXHIBITS: *Items that MUST be returned with your Proposal are marked with an **

These Forms can be located and downloaded at:

https://www.hud.gov/program_offices/administration/hudclips/forms/hud5

- “I”: HUD Form 5369 – Instructions to Bidders
- “II”: HUD Form 5369-A - Representations & Certifications*
- “III”: HUD Form 5369-B Instructions to Offerors Non-Construction
- “IV”: HUD Form 5370 – Section I
- “V”: HUD Form 5370 – Section II
- “VI”: HUD Form 50071 - Certification of Payments to Influence Federal Transactions*

A current IRS Form W-9 can be located and downloaded at:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- “VII”: IRS Form W-9*

ATTACHMENT A

COMPANY INFORMATION

Name of Organization: _____

Business Address: _____

Phone Number: _____

E-mail Address: _____

Name of Principal Owner
(leave blank if publicly owned) _____

Number of Years in Business _____

Attach any additional information regarding your firm's background, which would be useful in assessing your Response.

ATTACHMENT B

CLIENT REFERENCES

Please provide on a separate sheet of paper labeled Attachment B, Client References, three (3) references. Information should include:

Customer Name, Address
Nature of Service Provided
Contact Person
Phone Number

ATTACHMENT C

FAIR EMPLOYMENT PRACTICE AFFIDAVIT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to the law, the undersigned (Affiant) states that he/she is _____ of _____ (Contractor) and that by its employment policy, standards and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age, sex, or disability.

Signature

Type/Print Name

Sworn to and subscribed before me on this _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT D

CONTINGENT FEES AFFIDAVIT

State of _____)

County of _____)

In accordance with the Tulsa Housing Authority’s policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the _____, of _____ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

By: _____
Title: _____

Sworn to and subscribed before me on this _____ day of _____

Notary Public

My Commission Expires: _____

ATTACHMENT E

AFFIDAVIT OF NON-COLLUSION

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) I am _____ of _____, the Vendor that has submitted the attached Response

(2) I am fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;

(3) Such Response is genuine and not collusive or sham; that said vendor has not colluded, 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 communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Tulsa Housing Authority or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this Affidavit.

FURTHER AFFIANT SAITH NOT.

(Signed) _____

Title

Sworn to and subscribed before me on this ____ day of _____

Notary Public

My Commission Expires: _____

ATTACHMENT F

CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____

By: _____
(Signature of Authorized Official)

(Signature of Authorized Official)

Sworn to and subscribed before me on this _____ day of _____

Notary Public

My Commission Expires: _____