

THE HOUSING AUTHORITY OF THE CITY OF AUSTIN



BOARD OF COMMISSIONERS

Chairperson - Carl S. Richie, Jr.

Vice-Chairperson - Charles Bailey

2nd Vice-Chairperson - Mary Apostolou

Commissioner - Dr. Tyra Duncan-Hall

Commissioner - Edwina Carrington

Michael G. Gerber, President & CEO

BOARD OF COMMISSIONERS Regular Meeting

**Thursday, July 21, 2022
12:00 PM**

HACA Central Office, 1124 S. Interstate Highway 35
Dial: 1 346 248 7799 Meeting ID: 899 0664 6617 Passcode: 841907
Austin, TX

**PUBLIC NOTICE OF A MEETING
TAKE NOTICE OF A BOARD OF COMMISSIONERS
REGULAR BOARD MEETING
OF THE HOUSING AUTHORITY OF THE CITY OF AUSTIN**

**TO BE HELD AT
HACA Central Office, 1124 S. Interstate Highway 35
Dial: 1 346 248 7799 Meeting ID: 899 0664 6617 Passcode: 841907
Austin, TX
(512.477.4488)**

**Thursday, July 21, 2022
12:00 PM**

Some members may participate via videoconference

CALL TO ORDER, ROLL CALL

CERTIFICATION OF QUORUM

Pledge of Allegiance

Public Communication (Note: There will be a three-minute time limitation)

Citywide Advisory Board Update

CONSENT AGENDA

Items on the Consent Agenda may be removed at the request of any Commissioner and considered at another appropriate time on this agenda. Placement on the Consent Agenda does not limit the possibility of any presentation, discussion, or action at this meeting. Under no circumstances does the Consent Agenda alter any requirements under Chapter 551 of the Texas Government Code, Texas Open Meetings Act.

CONSENT ITEMS

1. Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on May 19, 2022

ACTION ITEMS

2. Presentation, Discussion, and Possible Action Regarding Resolution No. 02755. Approving the Award of a contract for Diversity, Equity and Inclusion consulting services
3. Presentation, Discussion, and Possible Action on Resolution No. 02756 by the Board of Commissioners of the Housing Authority of the City of Austin (the "Authority") to take the following actions with regard to the Bell Steiner Apartments (the "Development") in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution
4. Update from HACA Chief Financial Officer on HACA and subsidiary finances

EXECUTIVE SESSION

The Board may go into Executive Session (close its meeting to the public) Pursuant to:

- a. 551.071, Texas Gov't Code, consultations with Attorney regarding legal advice, pending or contemplated litigation; or a settlement offer;
- b. 551.072, Texas Gov't Code, discussion about the purchase, exchange, lease or value of real property;
- c. 551.074, Texas Gov't Code, discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
- d. 551.087, Texas Gov't Code, discuss certain economic development negotiations.

OPEN SESSION

If there is an Executive Session, the Board will return to Open Session for discussion, consideration and possible action of matters discussed in Executive Session.

REPORTS

The Board accepts the following reports:

- President's Report

ADJOURNMENT

"Pursuant to 30.06, Penal Code, (trespass by holder of license with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not attend this meeting with a concealed handgun."

"Pursuant to 30.07, Penal Code (trespass by holder of license with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not attend this meeting with a handgun that is carried openly."

"En virtud del 30.06, Código Penal, (traspaso titular de licencia con una pistola), una persona bajo el subcapítulo H, capítulo 411, código de gobierno (Ley de licencia de arma o pistola), no se permiten en esta reunión con una arma o pistola.

"En virtud de 30.07, Código Penal (prevaricación por titular de la licencia con un arma o pistola abiertamente llevado), una persona bajo el subcapítulo H, capítulo 411, código de gobierno (Ley de licencia de arma o pistola), no se permiten en esta reunión con un arma o pistola que lleva abiertamente.

*The Housing Authority of the City of Austin (HACA) Board of Commissioners reserves the right to discuss and consider items out of order on the agenda on an as needed basis.

The Housing Authority of the City of Austin is committed to compliance with the Americans with Disability Act. Reasonable modifications and equal access to the communications will be provided upon request. Meeting locations are planned with wheelchair access. If requiring Sign Language Interpreters or alternative formats, please give notice at least 2 days (48 hours) before the meeting date. Please call Nidia Hiroms at HACA at 512.477.4488, for additional information; TTY users route through Relay Texas at 711. For more information on HACA, please contact Nidia Hiroms at 512.477.4488 x 2104.

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

EXECUTIVE

ITEM NO. 1.

MEETING DATE: July 21, 2022

STAFF CONTACT: Michael Gerber, President & CEO

ITEM TITLE: Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on May 19, 2022

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

The Board is being asked to review and approve the Board Minutes Summary for the Board Meeting held on May 19, 2022.

ATTACHMENTS:

- ▣ **20220519 HACA Minutes Summary**

**THE HOUSING AUTHORITY OF THE CITY OF AUSTIN
BOARD OF COMMISSIONERS
REGULAR BOARD MEETING**

May 19, 2022

SUMMARY OF MINUTES

THE HOUSING AUTHORITY OF THE CITY OF AUSTIN (HACA) BOARD OF COMMISSIONERS REGULAR BOARD MEETING NOTICE WAS POSTED FOR 12:00 P.M. ON THURSDAY, MAY 19, 2022, AND WAS HELD AT THE HACA CENTRAL OFFICE, 1124 S. INTERSTATE HIGHWAY 35, AUSTIN, TX 78704

CALL TO ORDER, ROLL CALL, CERTIFICATION OF QUORUM

Charles Bailey., HACA Vice-Chairman called the Board of Commissioners Regular Board Meeting of the Housing Authority of the City of Austin, of May 19, 2022, to order at 12:05 p.m. The meeting was held at the HACA Central Office, 1124 S. Interstate 35, Austin, TX 78704

Roll call certified a quorum was present on the call.

MEMBERS PRESENT:

Chuck Bailey, Vice-Chairperson
Mary Apostolou, 2nd Vice-Chairperson
Dr. Tyra Duncan-Hall, Commissioner

MEMBER(S) ABSENT:

Carl S. Richie, Jr., Chairperson
Edwina Carrington, Commissioner

ALSO IN ATTENDANCE:

Wilson Stoker, Cokinos Law Firm
Bill Walter, Coats Rose

STAFF PRESENT ON THE CALL:

Andrea Galloway, Ann Gass, Barbara Jackson, Kelly Crawford, Ken Bodden, Leilani Lim-Villegas, Lisa Garcia, Michael Cummings, Michael Gerber, Ron Kowal (virtually), Suzanne Schwertner, and Sylvia Blanco

PUBLIC COMMUNICATION - (3 minute time limit)

Public communication was opened at the beginning of the meeting and during each item on the agenda. No one provided any communication during any of the items.

Agenda items presented out of order

CELEBRATION OF TEXAS NAHRO AWARD WINNERS

Sylvia Blanco, HACA Chief Operating Officer, announced recent awards that were presented to several members of the HACA team, through the state industry organization, Texas NAHRO (National Association of Housing and Redevelopment Officials). The award winners include:

2020

Best Annual Report – Large Agency
Other Agency Publications – Large Agency
Media Recognition – Classifications B
Maintenance Person of the Year – Phillip Schaffino
Resident of the Year – Myra Rubalcava

2021

Best Annual Report – Large Agency
Other Agency Publications – Large Agency – YouTube Video, *Now is the Time for Rosewood*
Best Newsletter – Large Agency
Resident of the Year – Alexis Henderson

CITYWIDE ADVISORY BOARD (CWAB) – Mary Apostolou, HACA Resident Commissioner, reported that the May CWAB Meeting was held at Chalmers East on Tuesday, May 10, 2022. •**Michael Gerber**, HACA President & CEO, invited residents to the Chalmers East Ribbon Cutting on Friday May 20th at 9:00 am. •**Sharon Harris**, Family Eldercare shared resources available to seniors and disabled HACA residents. •**Leilani Lim-Villegas**, HACA Sr. Director of Community Development, announced that all CWAB positions have been filled. Leilani also provided updates on the summer youth program and Bringing Health Home. •**Daniel Ruiz**, HACA Jobs Plus Career Coach, spoke on the Rosewood homeownership program. •**Murphy Roland**, HACA Workforce Development Manager, provided Workforce Development, i-DADS and i-MOMS updates.

May 19, 2022

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•**Catherine Crago**, HACA Head of Strategic Initiatives, provided Digital Inclusion updates.

PUBLIC HEARING:

A PUBLIC HEARING WAS HELD TO ACCEPT PUBLIC COMMENT ON THE PROPOSED PATHWAYS AT ROSEWOOD COURTS RE-DEVELOPMENT

No public comments were received. The hearing closed at 12:20 pm

CONSENT ITEMS

APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS

ITEM 1: Presentation, Discussion, and Possible Action regarding the Approval of the Board Minutes Summary for the Board Meeting held on April 21, 2022

2nd Vice-Chairperson Apostolou moved the Approval of the Board Minutes Summary for the Board Meeting held on April 21, 2022. **Commissioner Duncan-Hall** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

ACTION ITEMS

APPROVAL OF THE FOLLOWING ITEMS PRESENTED IN THE BOARD MATERIALS

ITEM 2: Presentation, Discussion, and Possible Action regarding Resolution No. 02747 Request for Approval to submit the fiscal year 2021/2022 Section 8 Management Assessment Program (SEMAP) Certification to the U.S. Department of Housing and Urban Development

The Section 8 Management Assessment Program (SEMAP) became effective October 13, 1998 (24 CFR Part 985). This rule establishes SEMAP to objectively measure Public Housing Authorities' (PHAs') performance in the administration of the Housing Choice Voucher program in fourteen (14) key performance areas and a Deconcentration Bonus indicator.

In order to receive a deconcentration bonus, worth up to 4 percentage points, the following rules apply.

- 1) 50% or more of HCV families with children would need to reside in low poverty census tracts in the PHA's principal operating area; or
- 2) For HCV families with children who moved, the percent that moved to low poverty census tracts would need to be two percentage points higher than the percent of all HCV families with children residing in low poverty census tracts at the end of the last completed PHA Fiscal year; or
- 3) The percent of families with children who moved during the last two fiscal years is two percentage points higher than the percent of families with children in low poverty census tracts at the end of FY2021.

The Board of Commissioners is required to approve the SEMAP certification, and PHAs are required to submit the certification electronically to HUD within 60 calendar days after each fiscal year end.

HUD will independently assess HACA's performance under SEMAP using annual audit reports for indicators 1-7 and the deconcentration bonus indicator and information maintained in HUD's Public and Indian Housing Information Center (PIC) for indicators 8-14. The Lease-up rate is obtained from HUD's Financial Management Center.

HACA's Quality Control Division completed quality control sample audits for indicators #1, #2, and #3. The Assistant Housing Director completed the quality control sample audit for indicator #6. There were three errors identified for indicator #3. There were zero errors identified under indicators #1, 2 and #6.

For this fiscal year's Deconcentration Bonus point analysis, HACA used data from the 2020 American Community Survey with a 12.51% poverty rate.

Data analysis shows that the percentage of families with children that live in a low poverty census tract the last day of the 2021-2022 fiscal year was 59% and the percent of families that moved to low poverty census tracts was 51%. HACA qualifies for the deconcentration bonus points under #1 and #3 of the deconcentration bonus indicator.

Based on the review, HACA scored a 104%, which denotes a high performer designation. Staff recommended that the Board approve the submittal of the SEMAP Certification to HUD for the 2021/2022 Fiscal Year with a score of 104%.

2nd Vice-Chairperson Apostolou moved the Approval of Resolution No. 02747 Request for Approval to submit the fiscal year 2021/2022 Section 8 Management Assessment Program (SEMAP) Certification to the U.S. Department of Housing and Urban Development. **Commissioner Duncan-Hall** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

ITEM 3: Presentation, Discussion, and Possible Action regarding Resolution No. 02748: Approval of Revised payment standards for the Housing Choice Voucher program

Housing Authorities must adopt Payment Standards for the Housing Choice Voucher Program between 90 and 110 percent of the currently published Fair Market Rents (FMRs). In November 2021, the Board approved the payment standards at 105% of the published Fair Market Rents. Staff reviewed a recent Austin Multi-Family Trend report, and considering the rapidly increasing rents in Austin, staff recommendation increasing payment standards to 110% of published FMRs.

The rising Austin rental rates make it difficult for housing choice voucher families to locate affordable homes in the Austin area. In analyzing the factors outlined below, the staff recommends adjusting the payment standards to 110% of the recently published fair market rents for all bedroom sizes. Staff will continue to exercise the flexibility to approve payment standards up to 120% of the published fair market rents as a reasonable accommodation for persons with disabilities.

The staff's recommendation to increase payment standards to 110% of published FMRs considered the following information: The Austin Multi-family trend report first quarter, 2022 report indicated that rents increased 24% from January 2021 to January 2022. The 2022 average rent is \$1,659, up from \$1,333 reflected in the first quarter of 2021.

Increasing the payment standards to 110% of published FMRs will help families secure homes in Austin's competitive rental market.

The new approved payment standards will go into effect June 1, 2022, for any new leases/HAP Contracts and effective August 1, 2022, for annual re-examinations.

Commissioner Duncan-Hall moved the Approval of Resolution No. 02748: Approval of Revised payment standards for the Housing Choice Voucher program. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

ITEM 4: Presentation, Discussion, and Possible Action regarding Resolution No. 02749: Roofing Replacements for Pathways at Gaston Place and Pathways at Georgian Manor

The winter season of early 2021 produced significant hailstorms that damaged the majority of HACA's apartment communities in the low-income housing portfolio. Eleven of 16 properties incurred hail impact damages that qualified for claims with our insurance carrier, to replace their existing shingle roofing. This project will only address shingle roofing and not any TPO (thermal plastic overlay) roof areas, which did not incur damages due to the resilient nature of that type of roofing. Two sites, Manchaca II and Coronado Hills, have already had this work completed over the past year. Now, in a 2nd phase, the Planning & Development Dept. will address another four large sites, Santa Rita Courts, Booker T. Washington Terraces, Gaston Place, and Georgian Manor. The remaining sites of Meadowbrook, Bouldin Oaks, Thurmond Heights, and Manchaca Village will make up the final 3rd phase, planned for later this year. For all sites, P&D worked with an architectural firm to produce the plan-sets and specifications needed to publicly advertise and solicit bids for the project, utilizing the online Housing Agency Marketplace procurement system. The scope of work for all sites is relatively identical, with full demo/removal of all damaged roofing down to the decking, and new shingle roofing systems installed back, utilizing HACA's standard requirements for such work. Underlying needs for decking replacements, fascia repairs, flashing, and other typically related work will be completed on a Unit Pricing basis, as captured in the bid forms. The work at each site will address all damaged buildings of each property, as warranted, and includes:

Gaston Place-the three story residential building, management office/community building in the amount of \$110,993.00. Georgian Manor-all thirty-eight (38) residential buildings, management/community office building, storage building and a mail kiosk in the amount of \$125,052.00.

An Invitation for Bid was advertised in The Austin American Statesman on Monday, March 28, 2022 and again on Monday, April 4, 2022, and faxed Monday, April 4, 2022 to the minority/small business organizations designated in the HACA Procurement Policy. The IFB was also sent to numerous plan rooms and advertised on the HACA website and in the Housing Agency Marketplace e-procurement website.

Forty-One (41) Project Manuals were distributed and Ten (10) Bid Proposals were submitted. Bids were received electronically on April 28, 2022 by 5:00 p.m., local time.

Of the ten (10) submitted bid proposals, Cordova Construction Company, Inc. was the lowest qualified bidder. Based on the satisfactory reference verification, staff recommended award of contract to Cordova Construction Company, Inc.

2nd Vice-Chairperson Apostolou moved the Approval of Resolution No. 02749: Roofing Replacements for Pathways at Gaston Place and Pathways at Georgian Manor, contract awarded to Cordova Construction Company, Inc., in an amount not to exceed \$236,045.00. **Commissioner Duncan-Hall** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

ITEM 5: Presentation, Discussion, and Possible Action regarding Resolution No. 02750: Roofing Replacements for Pathways at Santa Rita Courts and Pathways at Booker T. Washington Terraces

The winter season of early 2021 produced significant hailstorms that damaged the majority of HACA's apartment communities in the low-income housing portfolio. Eleven of 16 properties incurred hail impact damages that qualified for claims with our insurance carrier, to replace their existing shingle roofing. This project will only address shingle roofing and not any TPO (thermal plastic overlay) roof areas, which did not incur damages due to the resilient nature of that type of roofing. Two sites, Manchaca II and Coronado Hills, have already had this work completed over the past year. Now, in a 2nd phase, the Planning & Development Dept. will address another four large sites, Santa Rita Courts, Booker T. Washington Terraces, Gaston Place, and Georgian Manor. The remaining sites of Meadowbrook, Bouldin Oaks, Thurmond Heights, and Manchaca Village will make up

the final 3rd phase, planned for later this year.

For all sites, P&D worked with an architectural firm to produce the plan-sets and specifications needed to publicly advertise and solicit bids for the project, utilizing the online Housing Agency Marketplace procurement system. The scope of work for all sites is relatively identical, with full demo/removal of all damaged roofing down to the decking, and new shingle roofing systems installed back, utilizing HACA's standard requirements for such work. Underlying needs for decking replacements, fascia repairs, flashing, and other typically related work will be completed on a Unit Pricing basis, as captured in the bid forms. The work at each site will address all damaged buildings of each property, as warranted, and includes:

Santa Rita Courts-All twenty-six (26) residential buildings, a management/community office building and a mail kiosk in the amount of \$244,138.00. BTW-All seventy-two (72) residential buildings, management office building and maintenance garage in the amount of \$593,431.00.

An Invitation for Bid was advertised in The Austin American Statesman on Monday, March 28, 2022 and again on Monday, April 4, 2022, and faxed Monday, April 4, 2022 to the minority/small business organizations designated in the HACA Procurement Policy. The IFB was also sent to numerous plan rooms and advertised on the HACA website and in the Housing Agency Marketplace e-procurement website.

Forty-One (41) Project Manuals were distributed and Ten (10) Bid Proposals were submitted. Bids were received electronically on April 28, 2022 by 5:00 p.m., local time.

Of the ten (10) submitted bid proposals, Precision Construction Group was the lowest qualified bidder. Based on the satisfactory reference verification, staff recommended award of contract to Precision Construction Group.

Commissioner Duncan-Hall moved the Approval of Resolution No. 02750: Roofing Replacements for Pathways at Santa Rita Courts and Pathways at Booker T. Washington Terraces, contract awarded to Cordova Construction Company, Inc., in an amount not to exceed \$837,569.00. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

ITEM 6: Presentation, Discussion, and Possible Action on Resolution No. 02751 By the Board of Commissioners of the Housing Authority of the City of Austin to take the following actions with regard to Pathways at Goodrich Place in Austin, Texas: (i) enter into an amendment to the ground lease between the Authority and the owner of the Development; and (ii) such other actions necessary or convenient to carry out this Resolution

In September of 2018, the Housing Authority of the City of Austin completed a RAD conversion for 40 public housing units at Goodrich Place. Using 9% tax credits and conventional debt, HACA redeveloped Goodrich into 120 mixed income units, now called Pathways at Goodrich Place.

The property reached stabilization in 2021 and received the 8609s in 2022, after several delays due to the pandemic. The proposed refinancing with a 223f FHA loan is expected to save approximately \$50,000 per year in debt service.

2nd Vice-Chairperson Apostolou moved the Approval of Resolution No. 02751 By the Board of Commissioners of the Housing Authority of the City of Austin to take the following actions with regard to Pathways at Goodrich Place in Austin, Texas: (i) enter into an amendment to the ground lease between the Authority and the owner of the Development; and (ii) such other actions necessary or convenient to carry out this Resolution. **Commissioner Duncan-Hall** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

ITEM 7: Presentation, Discussion, and Possible Action on Resolution No. 02752 by the Board of Commissioners of the Housing Authority of the City of Austin (the "Authority") to take the following actions with regard to 620 Canyon Creek (the "Development") in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

Austin Affordable Housing Corporation (AAHC) was presented with an opportunity to partner with Belveron Partners to purchase a 332 unit multi-family rental property called 620 Canyon Creek Apartments. The development is located at 9009 N FM 620, Austin, Texas 78726 in the very high opportunity area of Northwest Austin. This would be the tenth asset partnering with Belveron Corporation. AAHC has only one other asset in the area, Bridge at Volente.

AAHC's proposed partner, Belveron Corporation prides itself on long term preservation of workforce housing. Located out of San Francisco, Belveron is a privately held investment firm with a current portfolio of more than 25,000 units across the United States. Founded in 2006, Belveron has invested in more than 200 properties in 32 states. AAHC works with the Managing Partner, Paul Odland, and Senior Portfolio Manager, Josh Plattner.

The Canyon Creek Apartments were built in 2002 and sits on 19.65 acres. Some of the property amenities include a resort style swimming pool with lounge seating and fire pit, clubhouse with resident lounge and grand piano, grill stations with outdoor

dining deck, an enclosed pet park and pet washing station, large fitness area with children's play area, a hammock garden and controlled access gating and carports. The property feeds into Canyon Creek Elementary School, Noel Grisham Middle School and Cedar Park High School. The property's location provides fantastic access to major employers like Apple, retail shops, grocery stores and the SH-45 and Parmer area. Below is a breakdown of the many variations of unit sizes.

The property is currently 97% occupied and rents currently range from \$1,308 for a 1 bedroom to \$2,206 for a 3 bedroom. The large number of 3 and 4 bedroom units will provide opportunities for families to find an affordable place to live.

The purchase price for the 620 Canyon Creek Apartments is \$111,500,000. Belveron will be investing approximately \$25,000,000 as a down payment. In addition, \$2,500,000.00 for future capital needs. Berkadia will be providing a bridge loan with a not to exceed loan amount of \$89,200,000 at a rate of approximately 3.92%. AAHC will come back to the board when permanent financing is secured.

A current lease audit is underway to determine the initial number of units already qualified under 80% AMI. AAHC and Belveron are committed to providing 10% of the affordable units at 60% AMI and leasing units to all qualified voucher holders. The property will be managed by Apartment Management Professionals. Belveron has agreed to use the name Bridge at Canyon Creek for naming the property once closed.

Board approval allows the Housing Authority of the City of Austin to take the following actions with regard to 620 Canyon Creek in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution.

Commissioner Duncan-Hall moved the Approval of Resolution No. 02752 by the Board of Commissioners of the Housing Authority of the City of Austin to take the following actions with regard to 620 Canyon Creek in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

ITEM 8: Presentation, Discussion, and Possible Action on Resolution No. 02753 by the Board of Commissioners of the Housing Authority of the City of Austin to take the following actions with regard to Griffis Southpark in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

Austin Affordable Housing Corporation (AAHC) was presented with an opportunity to partner with L & M Development partners, to purchase a 330 unit multi-family rental property called Griffis Southpark Apartments. The development is located at 8515 IH-35, Austin, Texas 787414 in the rapidly growing area on the South IH 35 corridor. This would be the 3rd asset partnering with L & M Development Partners. AAHC has several assets in the area including The Bridge at Asher, The Bridge at Haywood and The Bridge at Southpark.

Founded in 1984, L & M is a full service real estate development firm which develops, invests, constructs, and manages properties in many parts of the country. Currently ranked #17 on the Affordable Housing Finance's Top 50 Developers list nationwide, L & M is responsible for approximately \$10 billion in development and investment, and has acquired, built, or preserved nearly 35,000 units. AAHC is working with Eben Ellertson, Head of Fund Management and Amanda Ryzowy.

The Griffis Southpark Apartments were built in 2008 and sits on 15396 acres. Some of the property amenities include a clubhouse with resident lounge and business center, an enclosed pet park and pet washing station, 24-hour fitness with fitness-on-demand studio, shaded outdoor grill station and dining area, and a controlled access gating and carports. The property feeds into Langford Elementary School, Bedichek Middle School and Akins High School. The property's location provides fantastic access to downtown, retail shops, grocery stores and major employers. Below is a breakdown of the many variations of unit sizes. The property is currently 95% occupied and rents currently range from \$1,320 for a studio to \$2,712 for a 3 bedroom.

The purchase price for the Griffis Southpark Apartments is \$88,500,000. L & M will be investing approximately \$26,000,000 as a down payment. In addition, \$2,100,000.00 for future capital needs. A bridge loan will be used for the initial closing of this transaction using Wells Fargo with a not to exceed amount of \$65,500,000 at a rate of approximately 4.92%. AAHC will come back to the board when ready to approve permanent financing at a later date. A current lease audit is underway to determine the initial number of units already qualified under 80% AMI. AAHC and L & M are committed to providing 10% of the affordable units at 60% AMI and leasing units to all qualified voucher holders. The property will be managed by Apartment Management Professionals. L & M has agreed to use the name Bridge at Monarch Bluffs for naming the property once closed.

Board approval allows the Housing Authority of the City of Austin to take the following actions with regard to Griffis Southpark in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution.

2nd Vice-Chairperson Apostolou moved the Approval of Resolution No. 02753 by the Board of Commissioners of the Housing Authority of the City of Austin to take the following actions with regard to Griffis Southpark in Austin, Texas: (i) acquire the

site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution. **Commissioner Duncan-Hall** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

ITEM 9: Presentation, Discussion, and Possible Action on Resolution No. 02754 by the Board of Commissioners of the Housing Authority of the City of Austin to take the following actions with regard to Davenport Place in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

Austin Affordable Housing Corporation (AAHC) was presented with an opportunity to partner with Belveron Partners to purchase a 236 unit multi-family rental property called Davenport Place Apartments. The development is located at 13301 Dessau Rd, Austin, Texas 78754 in the heart of Parmer Tech Corridor in Northeast Austin. This would be the ninth asset partnering with Belveron Corporation. AAHC has several assets in the area including Tech and Center Ridge, Bridge at Lucent and Harris Branch Seniors Apartments.

AAHC's proposed partner, Belveron Corporation is located out of San Francisco, Belveron is a privately held investment firm with a current portfolio of more than 25,000 units across the United States. Founded in 2006, Belveron has invested in more than 200 properties in 32 states. AAHC works with the Managing Partner, Paul Odland, and Senior Portfolio Manager, Josh Plattner.

The Davenport Place Apartments were built in 2022 and sits on 13.23 acres. Some of the property amenities include a last river swimming pool with lounge seating, clubhouse with resident lounge, a small enclosed pet park, fitness area and controlled access gating and carports. Belveron is setting aside an additional \$450,000 for upgrades to the pool, gym and dog park. The property feeds into Copperfield Elementary School, Decker Middle School and Manor High School. The property's location provides fantastic access to major tech employers, retail shops, grocery stores and the SH-45 and Parmer area. Below is a breakdown of the many variations of unit sizes. The property is currently 975 occupied and rents currently range from \$1,410 for a 1 bedroom to \$1,888 for a 3 bedroom.

The purchase price for the Davenport Place Apartments is \$62,250,000. Belveron will be investing approximately \$16,000,000 as a down payment. In addition, \$2,500,000.00 for future capital needs. Berkadia will be providing a bridge loan with a not to exceed loan amount of \$52,200,000 at a rate of approximately 4.60%. AAHC will come back to the board when permanent financing is secured. A current lease audit is underway to determine the initial number of units already qualified under 80% AMI. The property is currently in lease up and is 75% occupied and averaging over 10 leases a week. AAHC and Belveron are committed to providing 10% of the affordable units at 60% AMI and leasing units to all voucher holders. The property will be managed by Apartment Management Professionals. Belveron has agreed to use the name Bridge at Davenport Place for naming the property once closed.

Board approval allows the Housing Authority of the City of Austin to take the following actions with regard to Davenport Place in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution.

Commissioner Duncan-Hall moved the Approval of Resolution No. 02754 by the Board of Commissioners of the Housing Authority of the City of Austin to take the following actions with regard to Davenport Place in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

REPORTS

The Board accepts the following reports from the President:

Mike Gerber, HACA President & CEO reported:

- Reminded everyone that the Grand Opening of Pathways at Chalmers Courts will be Friday, May 20th at 9:00 am.
- The Ground Breaking for Chalmers West will take place after the Grand Opening of Chalmers East.

Barbara Chen, HACA Chief Financial Officer

- Reported that Finance is in the process of closing out Fiscal Year 2022.

Commissioner Duncan-Hall moved to adjourn the meeting. **2nd Vice-Chairperson Apostolou** seconded the motion. The motion Passed (3-Ayes and 0-Nays).

The meeting adjourned at 2:16 p.m.

Michael G. Gerber, Secretary

Charles Bailey, Vice-Chairperson

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

RESOLUTION NO. 02755

HUMAN RESOURCES

ITEM NO. 2.

MEETING DATE: July 21, 2022

STAFF CONTACT: Gloria Morgan, VP of Human Capital & Professional Development

ITEM TITLE: Presentation, Discussion, and Possible Action Regarding Resolution No. 02755.
Approving the Award of a contract for Diversity, Equity and Inclusion consulting services

BUDGETED ITEM: Yes

TOTAL COST: \$120,000.00

ACTION

The Board is being asked to approve the award of a contract to MGT Consulting to provide Diversity, Equity and Inclusion consulting services to the Housing Authority of the City of Austin and its subsidiaries.

SUMMARY

Background:

The Housing Authority of the City of Austin's Five-Year Strategic Plan, Goal 7 calls for the creation and implementation of a plan to advance inclusion, diversity and racial, economic and social equity throughout the organization, and our programs. Through the creation of this plan HACA envisions the production of an agency DEI Roadmap and Action Plan which the consultants will help launch. The consultants will produce the plan using a wide range of inputs including developing a baseline assessment and audit of key processes. The consultant will identify appropriate DEI training, oversee the phases of implementation and work in a DEI coaching capacity with key staff. This project should result in a phased, continuous, ongoing program.

Process:

A Request for Qualifications(RFQ), HACA-21-Q-0239 was issued on April 15, 2021 with a due date of May 20, 2021. It was advertised in the Austin American Statesman on Sunday April 21, 2021 and April 28, 2021. The Request for Qualifications was also posted on HACA's website and the Housing Agency Marketplace, HACA's online bidding services.

Five(5) proposals were reviewed and scored by HACA's DEI Steering Committee.

One respondent was disqualified due to insufficient DEI expertise. Interviews were held with the remaining respondents. The Steering Committee selected a top respondent. HACA's President/CEO and COO had the opportunity to meet and interview the top respondent.

Staff found MGT Consulting was able to provide a clear outline for the project. The company has a grasp and understanding of DEI work, are well credentialed, well diverse, and have worked with our type of organization before. Staff found that MGT Consulting spoke directly to the needs of HACA and is well qualified to complete the work.

Staff Recommendation:

Staff recommends accepting MGT Consulting's proposal and awarding a contract for DEI services to MGT Consulting.

ATTACHMENTS:

- ▣ **Request for Qualifications**
- ▣ **Distribution List**
- ▣ **DEI Scoring Sheet**
- ▣ **Bidder's Qualifications**
- ▣ **Proposal**

RESOLUTION NO. 02755

WHEREAS, the Housing Authority of the City of Austin seeks consulting services to address the needs of Diversity, Equity and Inclusion (DEI) for HACA employees and programs, and

WHEREAS, the Housing Authority of the City of Austin deemed MGT Consulting the most responsive and recommends the acceptance of the proposal submitted to provide DEI services for the Housing Authority of the City of Austin,

NOW THEREFORE BE IT RESOLVED, that the Housing Authority of the City of Austin Board of Commissioners authorizes the President/CEO to accept the proposal submitted by MGT Consulting and award such contract to provide DEI consultant services for the Housing Authority of the City of Austin.

PASSED, APPROVED AND ADOPTED this 21st day of July, 2022.

Michael G. Gerber, Secretary

Carl S. Richie, Jr., Chairperson



REQUEST FOR QUALIFICATIONS

HACA-21-Q-0239 Diversity, Equity, & Inclusion (DEI) Consultant

Date Issued: April 16,2021

Please deliver completed bid packets to:

https://ha.internationalprocurement.com/requests.html?company_id=10217

by the **DUE DATE:** May 20, 2021 at 5:00PM/CST

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IRS W-9

Statement of Bidders Qualifications

Form of Non-collusive Affidavit



Housing Authority of the City of Austin

Established in 1937

Board of Commissioners
Carl S. Richie, Jr., Chairman
Charles Bailey
Tyra Duncan-Hall
Edwina Carrington
Mary Apostolou

President & CEO
Michael G. Gerber

Date: April 15, 2021

Project Title/Number: **HACA-21-Q-0239 Diversity, Equity & Inclusion (DEI) Consultant**

Location: **1124 South IH35 Austin Texas 78704**

Delivery Date/time: **May 20, 2021 at 5:00PM/CST**

TO: Prospective Contractors

The Housing Authority of the City of Austin (HACA) seeks to strengthen its role in advancing racial equity while we fulfill our vision to serve neighborhoods where poverty is alleviated, residents are healthy and safe, and all people have the opportunity to achieve their full potential. HACA has begun to identify diversity, equity, and inclusion (DEI) strategies, core values, and practices that support our mission for all stakeholder groups. To create culture change so as to ensure DEI is embedded in strategic plans, policies, and procedures, and capacity building activities well into the future, HACA seeks an experienced DEI consultancy. Respondents should provide a history of completed or in progress projects and references. HACA reserves the right to qualify more than one firm for these projects. All work resulting from this RFQ shall be completed in full compliance with all applicable federal, state, and local requirements. Multiple contracts may be awarded. Respondents who notify HACA of their interest in responding will be invited to participate in a question and answer session on April 30, 2021, at 1:00 PM/CT. Respondents may submit questions via The Marketplace by April 28, 2021 at 5:00 p.m. Qualifications responses are due by **May 20, 2021 at 5:00 P.M./CST to** https://ha.internationalprocurement.com/requests.html?company_id=10217

The Request for Qualification will remain open for the period specified, must be independently arrived at, and be prepared in accordance with the instructions to bidders (HUD form 5369). RFQ packages may downloaded at https://ha.internationalprocurement.com/requests.html?company_id=10217

Contractors should be advised that, prior to award of any contract, HACA reserves the right to conduct a pre-award survey for purpose of determining the contractors' responsibility and capacity to perform the contract. This survey may include review of subcontracting agreements, financial capacity, and quality of work performed on other contracts.

All responses must be signed and dated; if a joint venture is submitting the Qualification, each joint vendor must sign the proposal. Late RFQ s will be handled in accordance with form HUD-5369.

HACA reserves the right to reject any or all RFQ s and to waive any informalities in the bidding process. RFQ award is subject to fund availability.

Questions regarding the Request for Qualification should be directed to **Tiffany Middleton, Resident Protection Project Manager, tiffanym@hacanet.org**.



NOTICE TO BIDDERS

Each Bidder shall complete:

1. Vendor Data Sheet
2. Statement of Bidders Qualification
3. Non-Collusive Affidavit
4. Representations, Certification, and Other Statements of Bidders
5. IRS Form W-9

Any addenda issued during the time of bidding are to be covered in the proposal, and in closing a contract they will become a part thereof.

The Housing authority has set a goal of 20% participation by Minority and/or Women-owned business firms in its projects. Documentation of your organization in efforts to satisfy this goal may be required.

For any information concerning any part of this Request for Qualification, must be submitted online at

https://ha.internationaleprocurement.com/requests.html?company_id=10217

The competency and responsibility of bidders will be considered in awarding these contracts. The HACA shall have the right to reject any or all responses, or to reject a response not accompanied by any required bid security, or other data required to be submitted with a response, or to reject a response which in any way incomplete or irregular. HACA shall have the right to waive any informality or irregularity in any response, and to accept the response in its judgment that is in its own best interest.

REQUEST FOR QUALIFICATION

PROJECT NAME: DIVERSITY, EQUITY & INCLUSION (DEI) ASSESSMENT, ROADMAPING, AND CAPACITY BUILDING.

ISSUED BY:

The Housing Authority of the City of Austin (HACA)
Operations & Procurement Services
1124 S. IH 35
Austin, Texas 78704

LOCATION OF SERVICES:

Services to be performed remotely and possibly in limited and safe ways at HACA Central Offices at 1124 S. IH35, Austin, Texas.

FREQUENCY OF SERVICE:

As needed to complete deliverables between February - August, 2021.

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BACKGROUND & PROJECT OVERVIEW

As a high performing housing authority, the Housing Authority of the City of Austin (HACA) seeks to strengthen its role in advancing racial equity while we fulfill our vision to serve neighborhoods where poverty is alleviated, residents are healthy and safe, and all people have the opportunity to achieve their full potential. HACA has begun to identify diversity, equity, and inclusion (DEI) strategies, core values, and practices that support our mission for all stakeholder groups. To create culture change so as to ensure DEI is embedded in strategic plans, policies, and procedures, and capacity building activities well into the future, HACA seeks an experienced DEI consultancy. This work will likely take place in phases and may include pilots for specific departments, functions, or stakeholder groups. This work will be adopted by the agency as a whole, with a minimum set of activities for all agency personnel, the Board of Commissioners, select partners, and select program recipients. This project envisions the production of an agency DEI Roadmap & Action Plan which the consultant will help launch. The consultant will produce the plan using a wide range of inputs including a baseline assessment and audit of key processes. The consultant will identify appropriate DEI training, oversee the first phase of implementation, and work in a DEI coaching capacity with key staff. This project should result in a phased, continuous, ongoing program.

In this section you can:

1. Learn about HACA characteristics, similarities, and differences to other agencies.
2. Learn about Austin and HACA demographics.
3. Gain insight into the Call to Action for the DEI Task Force. Identify work completed to date and preliminary assumptions and key questions from our DEI Task Force.

Organization Characteristics

The [Housing Authority of the City of Austin](#) (HACA) was founded in 1938. It is one of the oldest housing authorities in the United States. Today, in addition to serving 20,000 very low-income Austin residents with subsidized public and affordable housing, HACA has a portfolio of not-for-profit subsidiaries. Over the past 20 years, HACA has maintained its record of excellence by earning a “High Performer” designation from the U.S. Department of Housing and Urban Development (HUD) in the operations of our Public Housing and Housing Choice Voucher (HCV) programs. Two HACA subsidiaries, Austin Affordable Housing Corporation and Southwest Housing Compliance Corporation, help support HACA’s mission by 1) ensuring Austin residents have affordable housing options and 2) processing HUD Section 8 vouchers for subsidized housing in Texas and Arkansas.

Like the more than 3,300 public housing authorities around the country, HACA’s core work is rooted in providing very low-income Austin residents with safe, decent, and affordable housing. What sets HACA apart from many other housers is its HUD-designated high performer status. “When your house is in order, you can then focus on the people inside the homes,” said HACA Board Chair Carl Richie in 2015. In 2001, HACA established a 501(c)3 scholarship foundation which is now Austin Pathways. HACA is deeply committed to and invested in resident family self-sufficiency and quality of life.

Austin and HACA Demographics

In 2005, Austin became a majority-minority city – meaning no single ethnic group held a majority of the population. Since then, the African American population has been the only population to decline. In recent years, despite its reputation as a diverse and inclusive city, Austin has consistently been ranked among the economically most segregated cities in the United States. The City of Austin established an [Equity Office in 2016](#). (While HACA works closely with the City of Austin municipal government, in many ways HACA is not a department of the City of Austin. HACA is an independent quasi-governmental organization.)

From its inception, the Housing Authority of the City of Austin has served a disproportionate number of families of color, people with disabilities, and marginalized populations. HACA's almost 5,000 public housing residents live largely at 30% of median income, from north to south and across the east in areas that form what is known as Austin's Crescent of Poverty. HACA's almost 6,500 Section 8 voucher holder families are dotted largely near HACA subsidized public housing units. (See attached HACA Demographics and [Austin demographics online here](#).)

HACA's Commitment to Equity, Response to Racial Injustice

In late 2019 HACA published its Five-Year Strategic Plan. Goal 7 calls for the creation and implementation of a plan to advance inclusion, diversity and racial, economic and social equity throughout the organization, our programs and partnerships. In addition to creating a plan, objectives include partnering with a broad coalition of community members and job training partners to increase diversity in HACA's workforce and to review best practices in retention.

In June 2020 with the murder of George Floyd affecting HACA employees and residents, the HACA Board of Commissioners passed Resolution No. 02653, Regarding the use of force by police, the need for law enforcement reform, and addressing racism and systematic inequality. (See attached and [online June 2020 packet here](#).)

Early Insights and Preliminary Assumptions about our DEI Work to Date.

Since April 2020 about 40 HACA staff have participated in regular agency-facilitated workshops. Activities have included: vision workshops, short training, and benchmarks with other agencies. The Task Force has three committees in exploratory phases of their work:

- ***The Agency Group*** focuses on the internal functions of the agency, especially human resources and the employee experience;
- ***The Resident Services Group*** focuses on agency policies that govern resident housing, for example, the application process, house rules, relations between staff and residents, and the type of services that are being offered to residents; and
- ***The Broader Community Group*** evaluates our partner and vendor relationships and policies, especially the degree to which our partners and vendors reflect our equity values. Partners may include paid and unpaid social services organizations, real estate development firms, and other agencies. Vendors are paid suppliers of goods and services to all parts of the agency.

The DEI Committee developed the following working assumptions and key questions:

We believe....	We ask...
We can't get where we're going unless we know where we started from.	<i>How can we know where we are starting from?</i>
There is great energy for this initiative. Change efforts can start strong, wax, and wane. This project should result in a phased, continuous, ongoing, and comprehensive plan of action.	<i>How can we create a measurable plan of action? How do we know we have the capacity to continuously work on that plan?</i>
Quantitative assessments can: be a witness to what we feel <i>and</i> give us focus for the future. Data can be a "shared source of truth," proving that our experience is real. As a benchmark, data can give us shared insight into what to work on and how much energy to spend.	<i>What kind of data can reflect our shared past and indicate a pathway to the future? Does data always prove that our experience is real? When it does not, how can we heal?</i>
We do not agree about the source(s), mechanisms, results, and impacts of racism. We do not agree about the need for change or how much we must change. We are not all "change agents alike."	<i>Is success dependent on an agreement? Can our program be deemed as successful if all or not in agreement? Which change approaches work best for agencies like ours? Can all staff adopt DEI capabilities, regardless of their opinion about change?</i>

Key Stakeholders

Stakeholder Group	Description
HACA Executive Team (high touch)	Comprised of a team of Directors, Vice Presidents, our President & CEO, and Chief Operating Officer.
DEI Committee (high touch)	A group of about 30 staff organized into three subcommittees; you will work most closely with a core group of 4-5 staff.
All Staff (medium touch)	About 240 employees across 12 departments: Low Income Housing, Administration, Operations, Austin Pathways, etc.
Board of Commissioners (light touch)	Please consider a few options on how to work best with BoC.
Program Participants (very light touch)	Very low-income people in public subsidized and affordable housing.
Select Program Partners (very light touch)	Nonprofit, government, and corporate entities we work with: Boys and Girls Club, city government, real estate developers, etc.

SCOPE OF WORK

The scope of work will result in an agency DEI Capacity plan resulting from:

- (1) A baseline assessment/audit;
- (2) A roadmap with a detailed action plan for prioritized action steps;
- (3) Training and 1:1 coaching, based on agency priorities.

A broad assessment of agency objectives, DEI capacity, and highest and best use of DEI tools and training that are clearly articulated in a DEI action plan. The plan will be grounded in:

- The lived experience of staff and residents;
- An objective understanding (baseline) of agency DEI performance;
- A shared understanding of the inputs and impact of similar plans; and
- A clear set of steps the agency can take to achieve its prioritized DEI goals.

Sample Tasks, Description and Estimate Duration

Task/Activity	Description	Est. Duration
Develop Project Plan	The successful respondent will develop a detailed action plan for this DEI engagement. We welcome respondents to recommend the best-fit work plan, activities, and deliverables to meet HACA's needs.	30 days
Conduct Baseline Assessment Listening Series & Qualitative Assessment	Enable the agency to reflect on and leverage the lived experience of staff; the consultant will conduct an organizational DEI assessment including Observations, Findings, and Recommendations. Inputs may include: <ul style="list-style-type: none">• Conduct a series of interviews or focus groups designed to ascertain the lived experiences of staff and residents. This qualitative input will provide a sense of the organization's vision, mission, and goals as well as identifying specific policies, procedures, or protocols that can be seen through an equity lens based on the interviews conducted with HACA staff and residents. Executive staff and the City-Wide Advisory Board (CWAB of residents) as a sample group• Conduct a limited number of DEI training (see Task 4) that can serve as input for the DEI Action Plan.• Share Observations & Findings with a series of small groups that will serve as a validation process for the life experiences of employees. It is not envisioned that this deliverable would be shared with	20-30 days

	<p>a broad audience. The purpose of this deliverable is to provide an objective view of the intersection of equity on various aspects of employee's experiences in the workplace and in broader society.</p> <p>Deliverable(s): Agency DEI Assessment, including quantitative and qualitative observations, findings, and recommendations.</p>	
<p>Conduct Baseline Assessment</p> <p>Policy, Process & Quantitative Assessment</p> <p>Establish a Roadmap & Action Step Priorities</p>	<p>To help the agency prioritize activities with the highest DEI impact, the consultant will provide a HACA DEI baseline focused on employee recruitment, retention, and engagement. The purpose of this task is to identify strengths and opportunities to improve. Examples of key questions and topic analysis include:</p> <ul style="list-style-type: none"> • Which agency policies and procedures already exist that are specific to DEI? • Does each department have the same DEI recruiting and retention performance? Should departments have different DEI goals? Identify a "typical candidate" for specific roles and departments, based on current employee demographics; compare to current demographics, especially employee characteristics such as education and experience background, position, salary, promotions, and turnover? • Given agency resources and goals, what incremental steps can be taken to improve recruiting and retention practices? Assess agency practices with respect to identifying, recruiting, and hiring candidates of color and non-typical candidates; Review of hiring managers' practices? Role of Job descriptions? • Evaluate retention and upward mobility practices, such as mentoring, professional development, and other tools, which may not be described in agency policy; • Given the themes observed in agency DEI capacity, are there strengths that can be leveraged across departments? What meaningful steps can be taken to improve? Determine whether there are meaningful patterns in employee turnover, by role, position or department, and whether agencies with similar characteristics perform in a similar way. 	<p>30-120 days</p> <p>May include DEI team-led analysis</p>

	Deliverable(s): Policy Assessment; HR Practice Analysis, by Department, by Role; DEI Action Plan; DEI Competency Matrix for Specific Roles.	
Conduct Baseline Assessment Learning from Peers Inputs to Roadmap & Action Plan	<p>To advance the agency's understanding of best practices appropriate for organizations with similar missions, visions, strengths, and size, identify similar organizations that have effectively built successful DEI programs. Agency leadership will have the opportunity to:</p> <ul style="list-style-type: none"> ● Review the partner organization's DEI plan; ● Discuss what the partner organization learned in deploying its plan, including high impact activities, costs, unexpected learnings, and other guidance. <p>Deliverable(s): Benchmark Partners; DEI Plans.</p>	5 - 20 days
Train & Coach Staff Capability, Competency Training 1:1 Leadership Coaching	<p>Based on the Agency's understanding of HACA's needs and goals, identify for review appropriate training for departments and roles, and conduct department training or capacity building and professional development activities.</p> <p>To inform the pathway to organizational DEI excellence, the consultant will identify a minimum set of competencies for departments and roles.</p> <p>Deliverable(s): Training Plan for each Department and/or Stakeholder Group, List of Training Vendors; Train-the-Trainer Materials; Training Curriculum.</p>	20 - 190 days

RESPONSE, REVIEW & SELECTION

Consultant Characteristics & Qualifications. The consultant(s) will assist in developing the next phase of our work, by guiding leadership and staff through the process of implementing a consolidated diversity, equity, and inclusion plan that is both internal and includes community outreach to all HACA Properties. The successful Agency will have 7 to 10 years of documented success in Diversity, Equity, and Inclusion program implementation and experience working with agencies or agency departments of similar size, at similar phases in their DEI journeys. Will consult and partner with the Chair and Co-Chairs of the HACA DEI Committee to present plans to the Executive Staff and board members serving to be presented to the entire HACA staff for execution and implementation.

The successful consulting bidder will have the following traits:

- Demonstrated experience working with organizations or agencies of similar aims, vision, mission, and size.
- Demonstrated experience supporting and managing organizational change; diplomacy and skill in interacting with key stakeholders such as the Board, executive staff, directors, managers and individual contributors.
- Demonstrated experience in, and a point-of-view about the application of leadership development models and the traits of inclusive leadership.
- Executive presence. Skill and experience in applying DEI tools and techniques to various personal, group and organizational change dispositions.
- Blend of quantitative and qualitative experience and skills; demonstrated experience using data to indicate next steps;
- Skill in applying philosophical and practical approaches to crucial conversations, dialogue and facilitation related to complex or novel DEI issues.
- A robust toolkit [explain] Multiple proven methodologies?
- Demonstrated experience working with similar types of organizations at similar stages, over time to facilitate results.
- Skilled in sensitive facilitation issues
- Ability to professionally engage a team with varying levels of background/understanding
- Comfortable working with challenging people and all organizational roles
- Ability to challenge varying/difficult ideas (preconceptions?)
- Project management skills pertaining to assessment, implementation, outcomes, creation of training materials/exercises
- Experience analyzing agency policies for portrayal of cultural barriers
- Charismatic and engaging
- Provide leadership, work assignments, evaluation, training and guidance to others
- Should have experience implementing a wide variety of DEI models for compliance, operational excellence and strategic benefit to the agency.
- One or more team members are certified to lead Crucial Conversations or an equivalent framework to apply to situations where staff and policies align with various elements of the change continuum.
- Ability to monitor and assess identified indicators in the hiring, promotion and advancement trends.
- Have tact and persuasive ability.

- They should have experience overseeing a DEI operation in a similar organization. That's because we need to know that they've considered cost and real-life roll-out implications for whatever they are recommending.
- Provide leadership, work assignments, evaluation, training and guidance to others something along those lines.

Consultants may provide alternate approaches, modify or refine deliverables proposed that show best practices by similar agencies.

Interest in Responding, Question & Answer Session

Interested respondents may notify Tiffany Middleton by emailing tiffanym@hacanet.org of interest in responding. Respondents who notify HACA of their interest in responding will be invited to participate in a question and answer session on April 30, 2021, at 1:00 PM/CT. Respondents may submit questions via The Marketplace by April 28, 2021 at 5:00 p.m.

Deadline for Submission, How to Submit a Proposal

Proposals are due by Thursday May 20, 2021, at 5:00 PM/CT.

Interested parties who wish to respond to this solicitation must register with the eProcurement Marketplace and submit the required documents electronically to https://ha.internationaleprocurement.com/requests.html?company_id=10217 by 5:00 PM/CST Thursday May 20, 2021.

Proposal packets may be obtained on the eProcurement Marketplace (as our Agency is paying all costs for the use of this Marketplace, there will not be any additional charges to your firm to use this Marketplace to download the RFP documents or submit a response to our Agency). To take part in this process, please follow these instructions:

DIRECTIONS TO ACCESS THE EPROCUREMENT MARKETPLACE

1. Access ha.internationaleprocurement.com (do not use "www").
2. Click on the "Login" button in the upper left side.
3. Follow the listed directions..
4. If you have any problems in accessing or registering on the Marketplace, please contact customer support at (866)526-9266.

All responses must submitted via https://ha.internationaleprocurement.com/requests.html?company_id=10217

HACA reserves the right to reject any or all responses and waive any informalities in the response process.

Qualifications Delivery

Qualifications must be submitted through The Marketplace.

Deliverables

Deliverables will be required for invoicing.

Housing Authority of the City of Austin Responsibility

- Provide timely input and direction to the Contractor.
- Provide access to HACA facilities as needed and when safe. Provide contacts to HACA staff.

Contractor's Responsibility

- Adhere to HACA policies regarding protocol remotely and on HACA property.
- Provide timely invoices accompanied by deliverables.
- Agree that Consultant's Agency is solely responsible for the selection, monitoring, and control over all Consultant staff, volunteers, or any other personnel in connection with services provided. Agree that Consult's Agency will advise all participants in their program that HACA and Austin Pathways have no responsibility or liability for transportation, selection, monitoring, or control over Consultant's personnel or volunteers.
- Warrant that if Consultant's Agency is supplying employees or volunteers, background checks must be conducted and passed with accompanying documentation. Warrant that you will screen employees and volunteers for a professional reference check, social security trace, criminal background search, driver's license search, and national sex offender search in a background check. Agree to defend, indemnify, and hold harmless HACA and Austin Pathways, its officers, directors, and employees for any claims, suits, or proceedings alleging a breach of this warranty.

Payments

Payment to be made upon completion coincident with deliverables provided.

For information contact Nora Morales, Director of Purchasing at 512-477-1496 Extension #2119, noram@hacanet.org.

CONTRACT AGREEMENT

This Contract is between the Housing Authority of the City of Austin having its principal place of business at 1124 S. IH-35, Austin, Texas (hereinafter referred to as "HACA"), and _____, having its principal place of business at _____ (hereinafter referred to as "Contractor"). This Contract is effective the day upon which both parties have signed the Contract.

WHEREAS, HACA is a public body corporate and politic, duly organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in such business as defined in the Housing Authorities Law in the Local Government code of the State of Texas, including the services of providing decent, safe and sanitary housing to the residents of its facilities, low income families, the elderly, the handicapped and the disabled;

WHEREAS, HACA requires the services from licensed and qualified entities to provide _____ Services for public housing units and administration buildings and;

WHEREAS, HACA in order to obtain the required services issued an invitation for bid, HACA inviting proposals from service providers offering to perform the specified work; and

WHEREAS, HACA evaluated the proposals received in accordance with the evaluation criteria stated, and awarded the contract to the CONTRACTOR, who was determined to be the lowest responsible and responsive bidder; and

WHEREAS, the Contractor has represented that it is duly qualified and capable of fulfilling all requirements as set forth in this Contract and is willing to provide the necessary goods and services as established herein.

NOW, THEREFORE, in consideration of the foregoing mutual promises, the parties agree to the following:

1. CONTRACTOR'S DUTIES:

(a) Scope of Services - The Contractor shall furnish all necessary services, labor, materials, tools, equipment and transportation necessary for proper performance of the work in accordance with the following documents, which are incorporated by reference into this Contract:

- (1) This Contract.
- (2) The RFP specifications HAC
- (3) Contractor's Proposal & Schedule

In the event of conflict between this Contract Agreement and the incorporated documents, this Contract Agreement shall be primary, followed by the RFP specifications. Any disagreements shall be resolved by the Contracting Officer.

- (b) Supervision - At all times during performance of this Contract and until the work is completed and accepted, the Contractor shall directly supervise the work or assign and have on the work site a competent superintendent who is satisfactory to the Authority and has authority to act for the Contractor.
 - (c) Contractor Liability -The Contractor shall be responsible for any and all damages, claims, charges, costs whether tangible or intangible to persons or property that arise out of or relate to the performance of the Contractor or any other persons/entities under the Contract or control or direction under the documents described in paragraph one (1)(a)(1-4) above.
 - (d) Contractor covenant - The Contractor covenants and agrees to comply with all federal, state and local statutes/regulations relating to ensuring the proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.
2. **INDEMNITY:** The Contractor shall indemnify and hold harmless HACA from any and all liability, loss, charges, costs, fees or damages HACA may suffer as a result of claims, demands, causes of actions, in equity or at law, lawsuits, administrative actions or judgments against HACA arising out of or related to: (1) the performance of the Contract by the Contractor; or (2) the performance of the Contract by persons under the Contractor's control or direction. Contractor agrees to provide a defense for HACA at the Contractor's expense including without limitation, any and all attorney fees, court costs or other fees or costs associated with administrative actions, claims, demands, litigation, mediation, arbitration or the like.
3. **COMPLETION OF WORK:** The Contractor shall complete all work required within the time frames specified in the attachment to this Contract.
4. **INDEPENDENT CONTRACTOR:** HACA shall have no responsibility or obligation for worker's compensation, taxes or withholding, benefits or insurance for Contractor's employees. HACA shall have no responsibility for supervision or control over the details of Contractor's work.
5. **RIGHT TO INSPECT AND ACCEPTANCE OF WORK:** The Contractor shall perform inspections to ensure that all work is subject to HACA inspection at all places and all reasonable times before acceptance to ensure strict compliance with the terms of the Contract. If any of the supplies or materials does not conform to Contract requirements, HACA shall have the right to cancel and return the order, at Contractor's expense or determine if items can be utilized and possibly negotiate a fair unit price change with the Contractor.
6. **SUBCONTRACTING:** The Contractor shall not subcontract all or any portion of this Contract without the written consent of the President/CEO of HACA or a duly authorized representative

of HACA.

7. **INSURANCE:** Contractor shall require its carrier to place HACA on its insurance policy as an additional insured and provide HACA with Certificates of Insurance, from an insurance company authorized to do business in the State of Texas, certifying that Contractor, and HACA, as an additional insured, is covered by commercial general liability insurance with bodily injury and property damage in a minimum amount of \$500,000 per occurrence and that Contractor is covered by automobile liability insurance in the minimum amount of \$500,000 per occurrence. Additionally, the Contractor shall obtain Worker's Compensation insurance in accordance to State law.
8. **WARRANTIES:** Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto. Contractor warrants and affirms that all goods and services provided in the performance of this Contract shall be free of defect.
9. **INTEREST OF HACA MEMBERS:** No member, officer or employee of HACA and no other public official of such locality who exercises any functions or responsibilities with respect to HACA, shall during his/her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
10. **NO SMOKING POLICY:** Each of HACA's public housing properties is a smoke-free zone. Smoking is strictly prohibited in all areas inside and outside of the HACA properties, building, dwelling units, and construction sites. Smoking is prohibited on the grounds and common areas, including lawns, parks, courtyards, walkways and parking lots. Smoking will only be permitted in designated areas. Contractor is required to inform all of its employees, agents and representatives of the HACA smoke-free policy and take all necessary steps to ensure the policy is met. Smoking outside of the designated area at a HACA public housing property by a contractor's employee, agent or representative is considered a breach of this contract. For the purposes of this policy, HACA defines smoking in the following manner: SMOKING means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, e-cigarette, pipe, weed, plant, or other combustible substance in any manner or in any form.
11. **EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, age, gender identity and sexual orientation. The Contractor will take affirmative action to insure the applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex, national origin, disability, age, gender identity and sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

12. SECTION 3 REQUIREMENTS: The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), in accordance with the Section 3 clause set forth at 24 CFR 135.38, if applicable. Where applicable, the Section 3 clause, 24 CFR 135.38, will be attached as Exhibit "A" hereto, and incorporated herewith.

13. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS: HACA or its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine the Contractor's books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, copies and transcriptions.

14. COMPENSATION: HACA shall compensate the Contractor in the amounts specified in the Contractor's proposal. The contract will be limited to \$_____ for the length of the contract _____. (Further, the Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interest. Payment schedule will be as according to the agreed proposed for completion.

Contractor should allow a minimum of 30 days after submitting invoices for payment to allow quality inspection and verification of 100% completion of work submitted for payment.

15. ASSIGNMENT: Contractor agrees and covenants that neither the contract nor the proceeds under the Contract may be assigned for any reason without prior written permission of HACA.

16. FIRMS INELIGIBLE TO RECEIVE STATE OR FEDERAL GRANTS OR LOANS, OR INELIGIBLE TO RECEIVE PAYMENTS ON HACA CONTRACTS:

- (a) A child support obligor who is more than 30 days delinquent in paying child support and the business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) Receive payments from state or federal funds under a contract to provide property, materials, or services;
 - (2) Receive a state or federal-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection 16 (a) remains ineligible until:
 - (1) All arrearages have been paid, or;
 - (2) The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) A bid or an application for a contract, grant or loan paid from state or federal funds must

include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

- (d) The vendor or applicant certifies that the individual or business entity named in the Contract, bid or application, is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated, and payment may be withheld if this certificate is inaccurate.
- (e) If HACA determines that an individual or business entity holding a HACA Contract is ineligible to receive payment under subsection 16 (a), the contract may be terminated.
- (f) If the certificate required under subsection 16 (d) is shown to be false, the vendor is liable for HACA's attorney fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or contract.
- (g) This section does not create a cause of action to contest a Bid or award of a HACA Contract.

17. INTELLECTUAL PROPERTY: In this Agreement, "Intellectual Property" means any ideas, discoveries, inventions, applications for patents, patents, designs, and copyrightable works. All work product, including Intellectual Property, developed by the Independent Contractor while performing the Services or while using any of HACA's property will belong to HACA as a work for hire. To the extent the work product is not considered work for hire, then by this Agreement, the Independent Contractor assigns to HACA all work product developed in whole or in part by the Independent Contractor while performing the Services or while using any of HACA's property.

18. NONDISCLOSURE:

- (a) "Confidential Information" means all information and material that either: (i) is expressly identified as "confidential" or "proprietary;" or (ii) relates to HACA's business, operations, assets, financial condition, and affairs, including any technical information, capacity, material requirements, data, designs, drawings, proposals, trade secrets, business methods, names of customers and vendors, marketing plans, computer software (proprietary or otherwise), or price information.
- (b) While performing the Services, the Independent Contractor may have access to Confidential Information. Nothing in this Agreement grants any rights to HACA's property to the Independent Contractor. The Independent Contractor will protect the Confidential Information and treat it as strictly confidential. The Independent Contractor will not disclose Confidential Information to any third-party individual, corporation, or other entity without HACA's prior written consent. The Independent Contractor, for a period of 2 years from the date of disclosure of the Confidential Information, will maintain the Confidential Information in strict confidence and will not, directly or

indirectly, use any Confidential Information except as permitted by this Agreement. This nondisclosure provision survives any termination or expiration of this Agreement for any reason.

- (c) The Independent Contractor does not breach this Agreement if he discloses or uses Confidential Information under the following circumstances: (i) The information is required by law to be disclosed; (ii) HACA gives express written authorization permitting disclosure; or (iii) the information is or becomes public through no fault of the Independent Contractor. The Independent Contractor has the burden of proving any of the exceptions listed in this Section 18

19. **CANCELLATION:** HACA reserves the right to cancel this entire Contract if the Contractor fails to perform in accordance with the terms and conditions of this Contract or for any other just cause. If Contractor's services fail to meet the specifications contained herein (including attachments) HACA shall call upon the Contractor to make immediate and satisfactory adjustments and corrections to rectify the problem; failure to do so will be cause for the HACA to cancel this entire Contract or any portion thereof in addition to any other legal rights the HACA may claim, and withhold any amounts for damages or corrections. HACA reserves the right to cancel without prior notice if it is determined that the health, safety or welfare of the residents or other persons are at risk.

HACA reserves the right to cancel this Contract for convenience upon 30-calendar day's written notice to the Contractor. The notice shall be effective three (3) days after the posting date with the U.S. Postal Service. The notice shall be hand delivered or sent to the last known address of the Contractor by certified mail, return receipt requested.

20. **GOVERNING LAW:** This Contract shall be construed under and in accordance with the laws of the State of Texas. Its validity and the interpretation of its terms shall be governed by the laws of the State of Texas. If any provisions of this contract are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.
21. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
22. **DISPUTES:** It is HACA's policy to resolve all contractual issues informally at the HACA level, without litigation. All claims by Contractor relating to the performance of this Contract shall be submitted in writing to the Contracting officer or designee, who shall issue a written decision on the matter. When appropriate, HACA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. If necessary, the parties may use mediation.

23. **CONTRACTING OFFICER:** For purposes of this Contract, the Contracting Officer for HACA or his/her designated representative, if any shall be named in writing, and provided to Contractor, as needed.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by the following parties this _____ day of _____ 2019.

**Housing Authority of the City of Austin
1124 S. IH-35
Austin, Texas 78704**

**BY: _____
Michael G. Gerber
President & CEO**

**BY: _____
TITLE:**

Contract between HACA and _____
Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Received: HACA _____

Contractor _____

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**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 or 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.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

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

The bidder represents and certifies that it:

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

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

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

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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 initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

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

2. Submission of Offers

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

(b) 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.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



HOUSING AUTHORITY OF THE CITY OF AUSTIN
P.O. BOX 41119 AUSTIN TEXAS 78704-1119 (512) 477-4488
FEDERAL EXEMPT ENTITY #74-6000117

VENDOR DATA SHEET (ALL SUPPLIERS)

BUSINESS NAME (DBA)			
ADDRESS			
CITY	STATE	ZIP	PHONE FAX
TYPE OF OWNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> JOINT PROPRIETORSHIP			
IF MINORITY, WHAT STATUS? <input type="checkbox"/> BLACK <input type="checkbox"/> HISPANIC <input type="checkbox"/> AMERICAN INDIAN <input type="checkbox"/> ALASKAN NATIVE <input type="checkbox"/> ASIAN AMERICAN <input type="checkbox"/> WOMAN <input type="checkbox"/> MBE CERTIFIED			
FEI#	FORM 1099 REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO		BUSINESS DESCRIPTION

PRINCIPALS/OWNERS

NAME	TITLE	PHONE	ADDRESS

BUSINESS REFERENCES

NAME	TITLE	ADDRESS	PHONE

REMITTANCE ADDRESS

NAME			
ADDRESS			
CITY	STATE	ZIP	PHONE
EMAIL ADDRESS:			

AUTHORIZED SIGNATURE

TITLE

DATE

5/15/15

A Fair Housing And Equal Employment Opportunity Agency

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

STATEMENT OF BIDDER'S QUALIFICATIONS

Submit on a separate sheet(s) the following information and data. Include with Bid Proposal.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. State whether bidder is a Corporation, Partnership, or Sole Proprietor.
5. If "Corporation, date and State of Incorporation."
6. A breakdown of the minority ownership of the business (Gender, White, Black Hispanic, American Hispanic, American Indian/Eskimo, Asian/Pacific islander, etc.). Who owns what percent of the business, and any other related information.
7. Number of years engaged in contracting business under present name.
8. Contract in progress (gross amounts of contracts, estimated completion dated, project owner, architect).
9. General character of work performed by your company.
10. Report on any failures to complete work awarded to you (where, when & why).
Report any contracts you have defaulted on.
11. Name & address of bonding company and name and address of agent.
12. List of three (3) currently completed projects, including name, address, phone number, and type of work
13. List any previous contracts, including dated executed with HACA.

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

Prime Bidder

STATE OF TEXAS
COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he is _____ the party making the foregoing
(A partner or officer of the firm, corp., of etc.)
proposal or bid and attests to the following:

- (1) That affiant employed no person, corporation, firm association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building of project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for solicitation the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.
- (3) That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Austin or any person interested in the proposal contract; and that all statements in said proposal or bid are true.

Signature*

Subscribed and sworn to me this _____ day of _____, 20 _____

My Commission expires _____, 20 _____

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



Buyer's Workbench

Tue. Jul 12, 2022
04:15 PM CDT

Vendors Who Have Downloaded Solicitation #: HACA-21-Q-0239 - Diversity, Equity, & Inclusion (DEI) Consultant

Total # of companies: 38
Total # of individuals: 38

Do you wish the prospective proposers to see this list? NO

Note: Date/Time Viewed and Submission Status will NOT be shown to vendors.

Currently prospective proposers CANNOT see this list.

[Click here for Submission Status definitions](#)

Company	Date/Time Downloaded	Contact Name	Phone	City, State	MWBE Status	Submission Status
All Administrative Solutions, LLC	05/03/2021 03:29 AM CDT	Esther Matthews	727-900-1170	St Petersburg, FL	Woman-owned Business Enterprise African-American Business Enterprise	
Black Girl Health	04/26/2021 12:10 PM CDT	Porcha Johnson	240-299-6285	Harrisburg, PA	Woman-owned Business Enterprise	Will Submit
Blocker Education Research, LLC	05/03/2021 06:33 PM CDT	Tyrone Blocker	832-524-1959	San Antonio, TX	African-American Business Enterprise	
Charbonnet & Associates	04/20/2021 10:29 AM CDT	Kathy Spiess	504-561-0996	New Orleans, LA	African-American Business Enterprise	Might Bid
CultureSync	05/04/2021 11:52 AM CDT	Kai Stowers	650-676-7402	Montebello, CA		
CWR Enterprises, LLC dba Upsize Marketing Strategies	04/20/2021 09:17 AM CDT	Christine Rambo	318-557-0609	Monroe, LA	Woman-owned Business Enterprise Asian Pacific-American Business Enterprise	
DEKD Environmental	04/20/2021 09:51 AM CDT	Dyna Salahuddin	210-370-7655	San Antonio, TX	Woman-owned Business Enterprise African-American Business Enterprise	No Bid
DH & Company	04/29/2021 11:32 PM CDT	Dara Harsh	888-447-2348 Ext. 48	Maricopa, AZ		
dlb Consultants LLC	04/29/2021 02:29 PM CDT	Demetria Bivens	214-597-2022	Arlington, TX	Woman-owned Business Enterprise African-American Business Enterprise	Will Submit
Elevate Business Development Group	05/13/2021 04:31 PM CDT	Adrienne@elevate4success.com Survine	843-501-9127	Jacksonville, FL		Will Submit
Health Resources in Action	04/23/2021 09:11 AM CDT	Monika Hyatt	617-279-2251	Boston, MA		
IMS - IL	04/20/2021 01:01 AM CDT	Meg Ojeda	858-490-8811	San Diego, CA		
JBJ Marketing LLC	04/20/2021 12:03 PM CDT	Collette Mcnamee	214-565-2020	Dallas, TX	African-American Business Enterprise	
JDR Consulting, LLC	04/19/2021 03:01 PM CDT	Mandy Cooke	888-481-7755	Dallas, TX	African-American Business Enterprise	No Bid
Kearns & West	04/19/2021 03:59 PM CDT	Larry Schooler	202-448-8773	Austin, TX	Woman-owned Business Enterprise	Might Bid
Keen Independent Research LLC	04/20/2021 10:37 AM CDT	Annette Humm Keen	303-385-8515	Denver, CO		Might Bid

Magellan Solutions USA	04/19/2021 03:07 PM CDT	Mark Dee	415-722-6367	Brisbane, CA	Asian Pacific-American Business Enterprise	
Malcolm Johnson & Company, P.A.	04/20/2021 07:58 AM CDT	Marysarah Johnson	386-668-6464	Debary, FL		
McCoy Consulting LLC	05/17/2021 04:46 PM CDT	Amera Mccoy	773-709-1650	Chicago, IL	African-American Business Enterprise	Responded
McGladrey LLP	04/23/2021 08:23 AM CDT	Steve Mermelstein	816-753-3000 Ext. 1866	Kansas City, MO		
MGT of America Consulting, LLC	04/22/2021 09:27 AM CDT	Shannon Blakey	850-386-3191	Tampa, FL		Will Submit
MPACT Strategic Consulting	04/20/2021 11:23 AM CDT	Angelique Bartholomew	346-262-4366	Houston, TX	African-American Business Enterprise	Responded
MWR Consulting LLC	04/28/2021 10:18 AM CDT	Maranda Richardson	314-226-5777	Saint Louis, MO	Woman-owned Business Enterprise African-American Business Enterprise	
Orion Real Estate Services, LLC	04/20/2021 08:20 AM CDT	Susan Jarvis	713-622-5844 Ext. 170	Houston, TX		
Overland, Pacific & Cutler, Inc.	04/19/2021 02:43 PM CDT	Maria Brief	562-304-2000 Ext. 2035	Long Beach, CA		Will Submit
Quadel Consulting & Training, LLC	04/21/2021 02:08 PM CDT	Hannah Troyer	202-570-9167	Washington, DC		
RP3 Diversity Solutions	04/20/2021 12:36 PM CDT	Rita Phillip	210-385-6790	San Antonio, TX	Woman-owned Business Enterprise African-American Business Enterprise	
Sevenoutsource	04/20/2021 03:44 AM CDT	Steve Walse	315-308-7852	Newark, DE		
Smith Research & Consulting LLC	04/23/2021 07:57 PM CDT	Kendra Smith	580-647-6809	Spring, TX		Will Submit
Snowbird Consulting Group	04/26/2021 02:11 PM CDT	Melissa Ovard	202-820-1682	Washington, DC	Woman-owned Business Enterprise Asian Pacific-American Business Enterprise	Will Submit
Stronghorn LLC	04/19/2021 03:36 PM CDT	Jess Martin	512-913-7301	Austin, TX		
The Acacia Company	04/29/2021 12:13 PM CDT	Natalie Rodgers	512-797-4323	Austin, TX	Woman-owned Business Enterprise African-American Business Enterprise Asian Pacific-American Business Enterprise	Might Bid
The Segal Company	04/20/2021 08:30 AM CDT	Herbert Afful	240-833-6400	Washington, DC		
THE SIMON FIRM INC.	04/19/2021 02:36 PM CDT	Morris Simon	571-212-6223	Falls Church, VA	Woman-owned Business Enterprise	
The W2 Group dba Career Partners International Austin	04/21/2021 02:22 PM CDT	Phil Walker	512-666-3016	Austin, Texas, TX	African-American Business Enterprise	
Thomas Jennings Open Learning Village, LLC	05/20/2021 11:54 AM CDT	Frederick Patterson	804-614-0397	Richmond, VA	African-American Business Enterprise	
Urbanetectonics, LLC	04/20/2021 06:28 AM CDT	T Bokally	210-549-9115	Cibolo, TX	Woman-owned Business Enterprise African-American Business Enterprise	Responded
Vincent Strategies	04/29/2021 10:53 PM CDT	Gregory Vincent	512-971-9459	Austin, TX		Responded

Supplier Diversity Classification Totals

PLEASE NOTE: Some firms may be classified in multiple categories, which may result in percentages being more than 100%.

African-American Business Enterprise: 15 (39%)
Asian Pacific-American Business Enterprise: 4 (11%)
None (not Woman- or Minority-owned): 17 (45%)
Woman-owned Business Enterprise: 12 (32%)

Section 3 Business: 4 (11%)

Contact

Customer Support: 1-866-526-9266

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DEI RFQ Scoring_September 11 2021

PROPOSER	TOTAL AVAIL PTS	TOTAL AWD PTS	% AWARDED	RANK	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Diff between high & low	Notes / Overall
MGT	400	342	86%	1	92	100	97	53	47	My overall impression was that the Staff was well credentialed, well diversified, and have worked with our type of organization before. (MA) Overall the presentation is appealing. The agency spoke directly to the needs of HACA and has staff that is well qualified to complete the work (TM) This company provided a clear outline for the project and has adequate staff to assist with performing these duties; Has a grasp and understanding of DEI work; Although an explanation was provided, I am concerned about the one contract that was not completed (GM)
MPACT	400	190	48%	5	66	69	55	0	69	Overall impression was that there was not enough information about their approach and experience in DEI to evaluate. (MA) Overall impression was that there was not enough information about their approach and experience in DEI to evaluate. (TM) This proposal spoke more of addressing workforce development and did not provide a strong focus on DEI; The company seems to have adequate competent staff; There was not a clear outline of the work that would be performed also not cost provided (GM)
MCCOY	400	263	66%	3	52	84	76	51	33	My overall impression of this proposal is the strength of their approach and how they outlined in detail what the approach was all about. (MA) I appreciated the detail provided that was specific to DEI and methods being used. Alternately it didn't seem to provide specific examples of how these methods would meet the needs of HACA specifically. (TM) This proposal did not provide a clear details of the services that would be provided; Not clear on the number of projects that were completed and if they were successful; Seemed to focus more on growing a company than providing DEI services (GM)
VINCENT	400	317	79%	2	70	95	100	52	48	Overall the company demonstrated experience with DEI and staff credentials excellence. While model was not demonstrated the explanation of strategy was sufficient to evaluate effectiveness of what our program is striving for. (MA) Overall the agencies DEI work is done primarily by one person. While there is extensive DEI experience, there wasn't any way to search the work of the agency online. (TM) Overall has a great grasp of DEI and what it takes to implement a plan; Able to provide trainings to staff (GM)
URBANECTONIC	400	199	50%	4	70	0	70	59	70	Overall impression is there is too much outsourcing and not a lot of similar agency work. (MA) DISQUALIFY; There was no mention of actual DEI expertise. There was nothing specific to address the needs of HACA. Therefore I disqualified this application (TM) This proposal was a little hard to follow. Seems to understand what is necessary for a DEI program. Provided a lot documentation however not sure how much of it relates to what we are seeking.; Also not sure which company we will be conducting business with, Urbanectonic or The BomaQ Companies (GM)

Original

MAY 20, 2021

RFQ# HACA-21-Q-0239



Submitted By:

DR. LAMONT BROWNE

VICE PRESIDENT

4320 West Kennedy Blvd.
Tampa, Florida 33609

888.302.0899

lbrowne@mgtconsulting.com

Diversity, Equity, & Inclusion (DEI) Consultant

HOUSING AUTHORITY OF CITY AUSTIN



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Cover Letter

May 20th, 2021

Ms. Tiffany Middleton
Housing Authority of the City of Austin
Resident Protection Project Manager
1124 S IH 35 Frontage Rd
Austin, TX 78704



Dear Ms. Middleton:

MGT of America Consulting, LLC (MGT) is pleased to present our qualifications to the Housing Authority of the City of Austin (HACA) for an **Experienced DEI Consultant** in response to: HACA-21-Q-0239. MGT has a long history completing similar assessments and projects that address social equity, diversity, and disparity.

The Housing Authority of the City of Austin (HACA) was founded in 1938. It is one of the oldest housing authorities in the United States. Today, in addition to serving 20,000 very low-income Austin residents with subsidized public and affordable housing, HACA has a portfolio of not-for-profit subsidiaries. Over the past 20 years, HACA has maintained its record of excellence by earning a “High Performer” designation from the U.S. Department of Housing and Urban Development (HUD) in the operations of its Public Housing and Housing Choice Voucher (HCV) programs. Two HACA subsidiaries, Austin Affordable Housing Corporation and Southwest Housing Compliance Corporation, help support HACA’s mission by 1) ensuring Austin residents have affordable housing options and 2) processing HUD Section 8 vouchers for subsidized housing in Texas and Arkansas.

MGT understands that HACA is seeking an organization that will strengthen its role in advancing racial equity while fulfilling its vision to serve neighborhoods where poverty is alleviated, residents are healthy and safe, and all people have the opportunity to achieve their full potential. HACA has begun to identify diversity, equity, and inclusion (DEI) strategies, core values, and practices that support our mission for all stakeholder groups. To create such culture change and ensure DEI is embedded in strategic plans, policies, procedures, and capacity building activities well into the future, MGT is well suited to meet and exceed the agency’s expectations. MGT will identify appropriate DEI training, oversee the first phase of implementation, and work in a DEI coaching capacity with key staff. This project will result in phased, continuous, ongoing programs, according to the following milestones:

- ♦ A baseline assessment/audit
- ♦ A roadmap with a detailed action plan for prioritized action steps
- ♦ Training and 1:1 coaching, based on agency priorities
- ♦ A broad assessment of agency objectives, DEI capacity, and highest and best use of DEI tools and training that are clearly articulated in a DEI action plan

Our plan will be grounded in:

- ♦ The lived experience of staff and residents
- ♦ An objective understanding (baseline) of agency DEI performance
- ♦ A shared understanding of the inputs and impact of similar plans
- ♦ A clear set of steps the agency can take to achieve its prioritized DEI goals.

COVER LETTER

MGT is a national management research and consulting firm that possesses the expertise, background, and experience to fully meet HACA's requirements for this assessment. Specifically, MGT has:

1. Demonstrated experience conducting DEI Consultancy Services Assessments, and adhering to clear published guidance, curriculum, and/or criteria that is used to conduct such assessments.
 - MGT has conducted numerous studies involving racial and social equity, and economic and market analysis. These studies include our disparity studies, and studies for the City of Charlottesville, VA; Dane County, WI; Prince George's County, MD; and the City of New York, NY.
2. Demonstrated experience conducting housing, demographic, and economic market analyses (identifying, collecting, cleaning, and discerning trends in large public data sets, including the U.S. Census Bureau's American Community Survey).
 - MGT has conducted over 220 disparity studies since 1990, which have included identifying, collecting, and cleaning data, and reviewing trends in large public data sets. Most of these studies also included a private sector analysis, which involved reviewing and analyzing Public Use Microdata Sample (PUMS) data from the U.S. Census Bureau's American Community Survey, i.e., City of New York, NY; City of Dayton, OH; City of Tallahassee, FL; and Leon County, FL.
3. Demonstrated experience conducting market analyses on a statewide level, or demonstrated experience conducting market analyses for a variety of geographic locations including rural and urban communities.
 - MGT's disparity studies for the State of Texas, Commonwealth of Virginia, and studies for state departments of transportation included statewide market analysis for a variety of geographic locations which included rural and urban communities.
4. Ability to gather, analyze, and clearly disseminate quantitative and qualitative information in a compressed time frame.
 - Our experience in conducting disparity, racial and social justice studies involves collecting, analyzing, and disseminating both quantitative and qualitative data and information in a specific and sometimes compressed time frame.

Thank you for the opportunity to submit qualifications for this assessment. Should you have questions, please contact **Dr. Lamont Browne / lbrowne@mgtconsulting.com** at **888.302.0899**

Regards,



Fred Seamon, Ph.D.
Executive Vice President
Authorized to Bind the Firm

Statement of Qualifications

1. Name of Bidder	MGT of America Consulting, LLC
2. Permanent Main Office Address	4320 West Kennedy Blvd. Tampa, Florida 33609
3. When Organized	1974 and reorganized from a corporation to an LLC in 2016
4. Company Structure	Limited Liability Corporation
5. Date of Formation	Originally founded August 1974 and reorganized in January 2016.
6. Ownership	Non-Minority Owned Firm
7. Number of years engaged in contracting business under present name	Five years under MGT of America Consulting, LLC. 47 years in continuous business.
8. Contracts in Progress	City of Baltimore, <i>Disparity Study</i> Housing Authority of Baltimore City, <i>Disparity Study</i> Washington Suburban Sanitary Commission, Maryland, <i>Disparity Study</i> State of Delaware, <i>Disparity Study</i> City of Tallahassee, Florida, <i>Disparity Study</i> City of Riviera Beach, Florida, <i>Disparity Study</i> Prince George's County, Maryland, <i>Disparity Study</i> City of Battle Creek, Michigan, <i>Disparity Study</i> Johnson County Community College, Kansas, <i>DEI Study</i> Adams 14 School District, Colorado, <i>External Management and Leadership Development Coaching</i>
9. General Character of Work performed by your Company	Services provided are: Audits Business Process Reengineering Communications and Marketing Consulting Community Collaboration Costing Services Demographic Studies Disparity Studies Diversity, Equity, and Inclusion Audits Leadership Development Anti-Bias and Belonging Training Efficiency and Effectiveness Reviews Facilities Planning and Analysis Facility Master Planning Financial Analysis Fiscal Impact Studies and Models Funding Studies and Models Geographic Information Systems Human Resource Consulting Services IT/Cyber Security Consulting Market and Opinion Research Needs Assessments Organizational/Management Reviews Performance Audits Policy Research Program Evaluation Program Reviews Strategic Planning Training
10. Report on any failures to complete work awarded to you (where, when & why). Report any contracts you have defaulted on	MGT has strived to maintain the highest professional standards throughout our 40+ years history. The services that we provide our clients are based on data-driven recommendations and tempered by political and social realities. However, occasions can arise where issues cannot be solved in a satisfactory manner to all parties. Over the past 10 years, MGT has only had one contract terminated for cause. Colorado School of Mines Date of original contract: 8/10/2020 Termination Date: 4/9/2021 Type of Contract: Classification and Compensation Study Contact person: Anne Stark Walker, Vice President and General Counsel

STATEMENT OF QUALIFICATIONS

	Reason for Termination: Failure to cure inefficiencies and meet material obligations during the client's specific timeline under the Agreement. MGT consistently worked with the client through a difficult environment with significant delays from the Colorado School of Mines (CSM) throughout the life of the project. MGT made significant effort, from answering questions, providing guidance, reworking timelines, and creating working sessions to address concerns and to move the project forward after experiencing delays that were due to Client's shared governance, that required each of the Client's senior leaders to review every deliverable, including drafts. MGT approached this project as a partnership with open communications; the reluctance of the Client to provide timely feedback when requested resulted in considerable rework by the MGT team resulting in the untimely termination of this agreement.
11. Name & Address of bonding company and name and address of agent	N/A as this is not a construction or goods project.
12. List of three (3) currently completed projects, including name, address, phone number, and type of work	Please refer to reference portion on page 11.
13. List any previous contracts, including dated executed with HACA.	MGT has not had any previous contracts with HACA.

About MGT

MGT Consulting Group is the firm that is best suited to provide diversity consulting solutions based on our years of experience in this work and in the State of Texas diverse and specialized consultants, and passion for equity in the public sector.

MGT was established in 1974 by a group of former public sector leaders to provide management consulting services to help clients operate more efficiently, effectively, and with more accountability to the communities they serve. MGT has a 47-year history of providing innovative yet practical solutions designed to improve performance and outcomes. We draw on the expertise of our highly qualified staff; this insider's knowledge of operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project. Since its founding, MGT has been committed to skillfully, efficiently, and objectively creating solutions to advance each client's purpose and achieve lasting results.

MGT specializes in working with complex issues and translating them into meaningful, easy-to-understand reports and findings.

We are nationally recognized for providing customized consulting services, objective research, creative solutions, and quality products that respond to each client's unique needs and environment.

Part of MGT's success is based upon our flexibility and responsiveness. We are acutely aware of the political, economic, social, and technological factors that impact all agencies and organizations. MGT has successfully delivered more than 13,000 projects through a careful balance of addressing the immediate

STATEMENT OF QUALIFICATIONS

needs of our clients, while maintaining the vision and direction towards their long-term goals and monitoring industry best practices. Our firm has **over 250 professionals** to support our clients' success. MGT's headquarters are in Tampa, Florida, and we have an office in **Dallas, Texas**, as well as additional locations across the country.

NATIONAL FIRM LOCAL FOCUS

ALABAMA
Montgomery

CALIFORNIA
Sacramento | Pasadena
| Carlsbad

COLORADO
Denver

FLORIDA
Tallahassee | Tampa

GEORGIA
Atlanta

KANSAS
Wichita

ILLINOIS
Chicago

MASSACHUSETTS
Boston

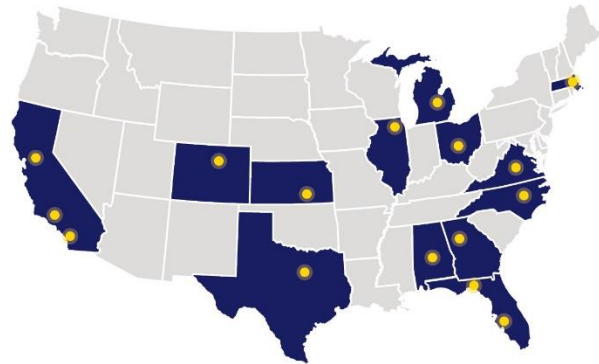
MICHIGAN
Bay City

NORTH CAROLINA
Raleigh

OHIO
Columbus

TEXAS
Dallas

VIRGINIA
Richmond



THE MGT CONSULTING ADVANTAGE



MGT offers an **impartial perspective** of the outcomes and findings. As an independent entity, our only vested interest is that of our clients. We apply our extensive experience to generating objective, practical solutions to advance our clients' strategic priorities.



MGT understands that lasting and meaningful changes require **innovative and bold thinking**. We do not shy away from questioning everything from organizational structures and work processes to the very statutes and ordinances that create and guide the work of an agency or institution. MGT is committed to offering useful recommendations that achieve real results and is ever mindful of the practical and political realities the City may face.



A significant portion of MGT's work is **repeat business**, reflecting a high level of customer satisfaction and our team's ability to do the job and do it right.



MGT provides solutions which are specifically tailored to meet the needs of our clients. Our team has an impressive history of providing **customized solutions**, objective research, creative recommendations, and quality products that respond to each client's unique needs and time requirements.

Project Qualifications

Qualifications and Experience

The MGT DEI team has worked with a variety of cities, counties, and higher education institutions across the country. MGT has assisted clients in conducting organization-wide strategic planning, assessment, delivering staff training to elevate diversity and inclusion, coaching, and consulting on organizational and culture transformation. We specialize in DEI solutions and helping clients execute strategies for promoting and fostering respectful and inclusive environments and organization/culture transformation.

We do not believe training alone is the cure-all, nor is achieving diverse representation the cure-all. We believe an integrated strategic approach is everyone's responsibility starting with the leadership team. Therefore, we work with all key stakeholders in the institution to ensure accountability and buy-in. DEI is a process that takes time and must be handled with the highest level of sensitivity, professionalism, and expertise.

Sensitivity to Race and/or Ethnic Populations. MGT has extensive experience working in racially and ethnically diverse environments. We are fully sensitive to diversity and equity issues and how they affect the composition of the project team, the design of the project work plan, and how the project is conducted. We also have bi-lingual capabilities available to address unique city needs.

Sound Findings and Recommendations. In our experience, most major improvements in municipal operations require bold thinking. Our team members build strong relationships with our clients, enabling us to respectfully question existing leadership practices, organizational structures, programs, policies, rules, statutes, operations, work processes, and staffing patterns. Nor are they afraid to make sound recommendations for improvements which produce real, not just on paper, savings.

Diversity, Equity, and Inclusion Studies

MGT is one of the premier disparity research firms in the country, providing equity, diversity, and inclusiveness related consulting services for many years and conducting over **220 studies for cities, counties, and other governmental agencies since 1990**. Overall, these studies were designed to promote and advance diversity, equity, and inclusion among the respective communities and improve the lives and economic outcomes for diverse communities that have been historically marginalized. MGT's diversity, equity, and inclusion consulting services and training are premised on a multidimensional approach to examining organization operations, systems, policies, and practices that facilitate and/or inhibit diversity, equity, and inclusion. A **sample** of MGT's experience with DEI projects is presented below.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

MGT conducted a Racial Equity Impact Assessment as a component of the IHDA's Housing Blueprint, a statewide planning initiative that identifies major goals for housing in Illinois over the coming years. To complete the assessment, MGT, in consultation with IHDA's Housing Blueprint team, made recommendations regarding best data sets, practices, and instructional advice for employing a Racial Equity Impact Assessment and provide to the IHDA the procedures/curriculum that will be employed in

the assessment. The IHDA conducted a market analyses that identified current state and future needs of housing in Illinois. MGT demonstrated the impact of identified factors on different racial and ethnic groups throughout Illinois. MGT also identified and utilized additional market indicators and methodologies to assess housing and economic equity and disparity among racial and ethnic groups throughout Illinois. The final Racial Equity Impact Assessment includes a quantitative analysis of the disparate impact on racial and ethnic groups throughout Illinois conducted at the county-level for all of Illinois' 102 counties and at the zip code- or census tract-level for all communities located within the following counties: Cook, DuPage, Kane, Lake, McHenry, and Will.

CITY OF CHARLOTTESVILLE & COUNTY OF ALBEMARLE (VA)

In 2016, MGT was selected to conduct a groundbreaking study in Charlottesville following the unrest that put Charlottesville in the national spotlight. The events in Charlottesville increased tensions and concerns about human rights, civil rights, and the treatment of community members based on their race, ethnicity, and economic status. The study analyzed data from three different systems in the City and County (Albemarle Charlottesville Regional Jail, Offender AID and Restoration Pre-trial Services, and local Circuit and General District Courts) to determine whether there were disparities at the critical points where decisions were made in the adult criminal justice system. In addition to examining hard data, MGT organized and facilitated a series of community conversations to obtain opinions and perceptions of community members. Government leadership quantifying and acting on disproportionality and disparity is what prompted the City and County to undertake a review of its adult criminal justice system. The City and County desired to show their commitment to ensuring fairness within the community, which meant embarking on a journey of understanding the disproportionality and disparity in its many systems. Ultimately, MGT suggested nine recommendations with multiple components as actionable items for the client to begin addressing the issues. Many of these addressed police operations and have already been implemented, and the City and County are working towards furthering MGT's suggestions during phase two of the project, beginning this year.

JOHNSON COUNTY COMMUNITY COLLEGE (KS)

MGT is conducting a Diversity, Equity, and Inclusion (DEI) organizational assessment of JCCC that will transform academic and administrative policies and practices to ensure going forward JCCC's work environment and learning environment align with JCCC's DEI philosophy and principles. The goal is to embed DEI in JCCC's institutional DNA so that JCCC operates in a DEI sensitive and compliant manner and is not viewed as a special initiative or something that is "imposed" upon the campus community. For the assessment, MGT is following the proven and effective ADDIE Model of Instructional Design. The ADDIE Model consist of the following phases: Analysis, Design, Development, Implementation, and Evaluation. MGT applies the results of primary and secondary research to develop the training and professional development needed to engage faculty, staff, and administrators. Training is flexible, adaptable and focuses on developing learning through the knowledge and experiences of others as well as the content of the training. The training accelerates practice by using the research to meet the needs of the JCCC community to incorporate the latest knowledge, skills, and abilities in a comfortable engaging environment where participants are able to practice, share, and engage in case studies, role playing, brainstorming, and scenarios. The entire JCCC community has been engaged in assessment, training and development, and other activities in order to provide a blueprint and road map for JCCC's DEI transformation.

DANE COUNTY (WI)

MGT conducted a comprehensive review of racial and social equity in the County's contracting and procurement to answer the question: Are there remedies to facilitate the access, opportunity, and racial equity in the County's contracting and procurement for vendors in the County's marketplace? MGT performed an in-depth review of the County's ordinances, procurement, and policies that govern the Targeted Business Enterprise (TBE) procurement programs. This included reviewing existing and archived County documents and facilitating key stakeholder interviews to closely determine the history of the County's purchasing and contracting policies, procedures, and actual practices. In addition, MGT examined bidder notifications (bulletins), utilization reports, annual reports, invitation to bids, bid tabulations, complaint data, and award notifications. At the conclusion of all tasks, MGT combined all draft summaries and organized them into a draft summary presenting the methodology and findings, along with draft strategies (short- to long-term) and recommendations to facilitate the access, opportunity, and equity in the County's contracting and procurement.

ADAMS 14 SCHOOL DISTRICT, COLORADO (CO)

Colorado's Adams 14 School District hired MGT to oversee the entire district after nine consecutive years of substandard performance. MGT is in the second year of providing external management services, which include comprehensive district operations and fulfilling the role of interim superintendent. MGT is also providing fiscal management and support of all central office functions, including technology, facilities, transportation, food services, and other logistical functions.

With a deep belief in the value of developing educational leaders, succession planning, and creating leadership pipelines, Dr. Browne designed and facilitated a year-long Leadership Development Program for sitting assistant principals, deans, teacher leaders, and aspiring principals. The program consisted of half-day in-person training sessions monthly, as well as individualized one-on-one executive coaching sessions.

Over the years, MGT has provided similar services in a variety of organizational settings as described below.



MGT collected, compiled, and analyzed data from Florida's State University System (SUS) related to race and gender of students, faculty, and staff on behalf of the Board of Regents that was used to shape policy designed to increase diversity.



MGT provided training and professional development to SUS EEO/AA staff (now referred to as diversity officers) on best practices/strategies for working with SUS institutions to increase diversity of students, faculty, and staff.



MGT conducted a national study for the Virginia Council of Higher Education to increase the diversity of graduate students, faculty, and staff that included site visiting over 30 colleges and universities nationwide.



MGT conducted a feasibility study for a medical school. A major component of the study was identifying exemplary medical school models for increasing the diversity of medical students and providing healthcare to underserved communities, particularly communities of color. FSU's College of Medicine is premised on the model recommended by MGT to train minority medical students and to serve minority communities. MGT conducted a similar study for Florida A&M University to establish a dental school specifically designed to train minority dentists.

PROJECT QUALIFICATIONS



MGT conducted a study to determine the feasibility of establishing a women's health center to better meet the needs of low-income women and children in mostly minority communities. This study followed a county wide study documenting the uninsured population and its impact on health disparities.



On behalf of the Florida Legislature, MGT conducted a study of the Minority Legal Education Program operated by the Florida Education Fund to determine its impact and the need to provide additional resources to increase the State's population of minority attorneys.



MGT conducted a study of Virginia Commonwealth University's (VCU) affirmative action policies, practices, and operations to identify opportunities to improve the recruitment, retention, and career advancement faculty and staff at VCU.



MGT conducted an employment study for Maryland National Capital Park and Planning Commission that included compiling and analyzing recruitment, hiring, and promotion data as well as analyzing policies and practices to increase DEI at all employment levels.



MGT provided diversity training and professional development for law enforcement personnel via the Florida Department of Law Enforcement Senior Leadership Program. Similar training was provided to the Highway Safety Management Fellows Program, the Division of Insurance Executive Institute, and managers in the Florida Department of Corrections.



MGT's DEI assessment at Johnson County Community College builds on the work started by JCCC's DEI Task Force. The project included collecting, compiling, and analyzing quantitative and qualitative data, conducting a review of DEI best practices, and developing a DEI Train-the-Trainer Program.

References

MGT has earned a reputation as a leader in disparity, diversity, and inclusion studies. We appreciate the need to focus on partnering with each client to appropriately merge industry best practice with unique client requirements. Many of our clients have contracted with MGT for multiple projects or updates. We feel repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff.



JOHNSON COUNTY COMMUNITY COLLEGE, KANSAS

Diversity, Equity, and Inclusion Organizational Assessment

January 2020 - December 2020

DR. MICKEY MCCLOUD, Vice President, Academic Affairs/Chief Academic Officer
mccloud@jccc.edu | 913.469.8500 x 2527

MGT completed a DEI organizational assessment of JCCC that will transform academic and administrative policies and practices to ensure going forward JCCC's work environment and learning environment align with JCCC's DEI philosophy and principles. The goal was to embed DEI in JCCC's

PROJECT QUALIFICATIONS

institutional DNA so that JCCC operates in a DEI sensitive and compliant manner and is not viewed as a special initiative or something that is “imposed” upon the campus community.

For the assessment, MGT followed the proven and effective ADDIE Model of Instructional Design. The ADDIE Model consists of Analysis, Design, Development, Implementation, and Evaluation. Our team applied the results of primary and secondary research to develop the training and professional development needed to engage faculty, staff, and administrators.

Training is flexible, adaptable, and focuses on developing learning through the knowledge and experiences of others, as well as the content of the training. The training accelerates practice by using the research to meet the needs of the JCCC community to incorporate the latest knowledge, skills, and abilities in a comfortable engaging environment where participants are able to practice, share, and engage in case studies, role playing, brainstorming, and scenarios. The entire JCCC community was engaged in assessment, training and development, and other activities in order to provide a blueprint and road map for JCCC’s DEI transformation.



CITY OF CHARLOTTESVILLE, VIRGINIA

Study of Disparate Treatment and Disparities in the Criminal Justice System

6/15/2018 – 11/6/2019

GRETCHEN ELLIS, Human Service Planner

ellisg@charlottesville.org | 434.970.3967

We were selected to conduct a groundbreaking study in Charlottesville following the unrest that put Charlottesville in the national spotlight. The events increased tensions and concerns about human and civil rights, and the treatment of community members based on their race, ethnicity, and economic status. The study analyzed data from three different systems in the **City and County (Albemarle Charlottesville Regional Jail, Offender AID and Restoration Pre-trial Services, and local Circuit and General District Courts)** to determine whether there were disparities at the critical points where decisions were made in the adult criminal justice system. The team obtained data from various court entities and coupled this with interviews from police officers, attorneys, inmates, and community members to correlate personal experiences with the criminal justice system decision data. Finally, we suggested nine recommendations with multiple components as actionable items for the client to begin addressing the issues, many of these addressed police operations and have already been implemented.



ILLINOIS HOUSING DEVELOPMENT AUTHORITY

Racial Equity Impact Assessment

8/5/2020 - 7/23/2021

ALAN QUICK, Director of Strategic Planning and Research

Aquick@ihda.org | 312.386.5338

MGT conducted a Racial Equity Impact Assessment as a component of the IHDA’s Housing Blueprint, a statewide planning initiative that identifies major goals for housing in Illinois over the coming years. To

PROJECT QUALIFICATIONS

complete the assessment, we made recommendations regarding best data sets, practices, and instructional advice for employing a Racial Equity Impact Assessment and provide to the IHDA the procedures/curriculum that will be employed in the assessment.

The larger team conducted a market analyses identifying current state and future needs of housing in Illinois and then correlated the impact of identified factors on racial and ethnic groups in the state. The final Racial Equity Impact Assessment includes a quantitative analysis of the disparate impact on racial and ethnic groups throughout Illinois conducted at the county-level for all of Illinois' 102 counties and at the zip code- or census tract-level for all communities located within the following counties: Cook, DuPage, Kane, Lake, McHenry, and Will.

Staff Qualifications

Organizational Chart

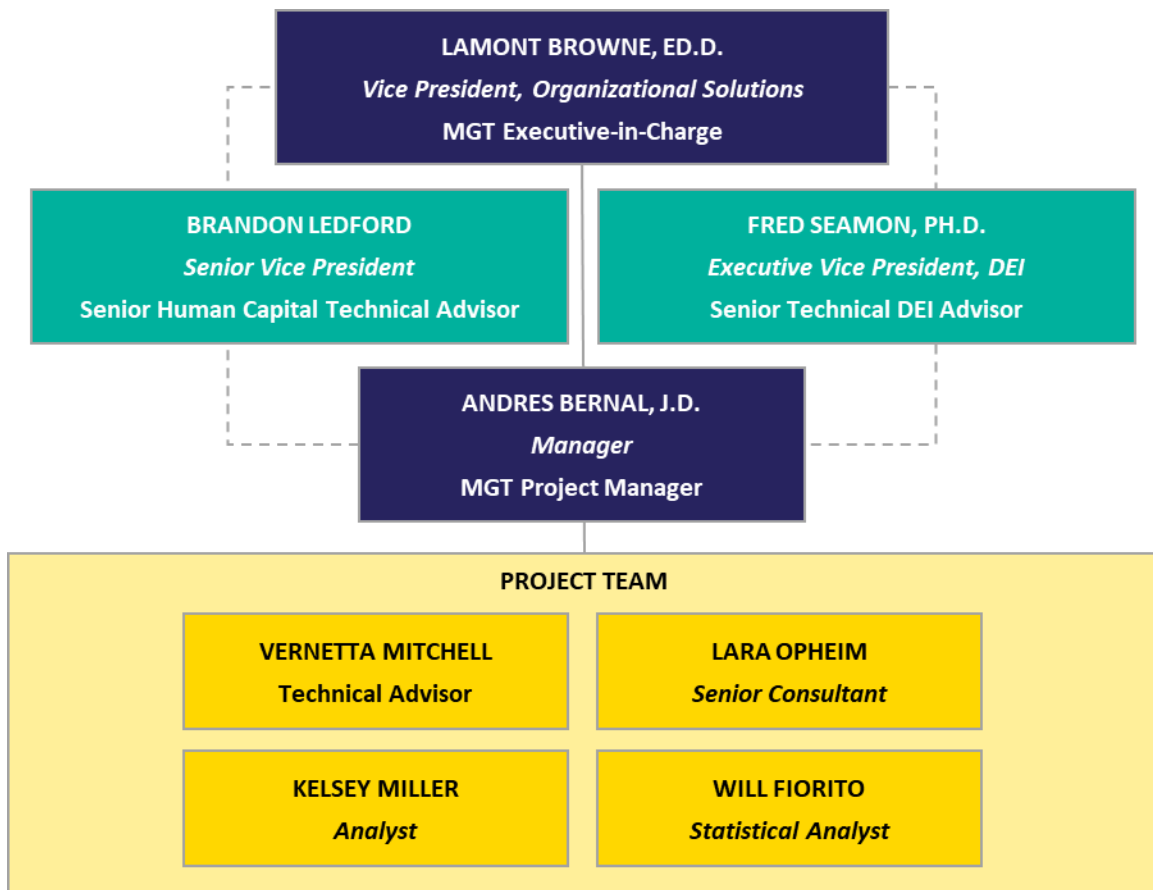
MGT has an impressive depth of staff resources to complete this important project for the Housing Authority. Most important, we are proposing a team whose combined skillset and experience align with the scope of services HACA is requesting. Most of our team members have worked on a diverse range of consulting projects with cities, counties, educational institutions, and other governmental entities. The team who will conduct your analysis has worked together on similar studies in several states, *including Texas*. Furthermore, our experts have supported organizations in:

- ♦ Building upon the work they already have done to support DEI in their organizations.
- ♦ Creating strategies for equity and inclusion that allow for the engagement of all constituents.
- ♦ Aligning the assessment of staff needs to client's strategic plans.
- ♦ Building operational structures to ensure ongoing internal and external DEI success.
- ♦ Identifying and assessing policies, procedures, and practices in service of eliminating structural and cultural barriers that prevent full and equitable participation.
- ♦ Effectively guiding all constituents and stakeholders in developing a shared understanding and commitment to DEI, both internally and externally.
- ♦ Analyzing complex issues regarding race, class, gender, and other differences at the personal, interpersonal, institutional, and cultural levels.
- ♦ Fostering an awareness of the impact of differences and helping personnel at all levels challenge unconscious/implicit bias in personal behaviors, organizational culture, and institutional practices.
- ♦ Developing and/or enhancing organization-wide a common understanding of mission and goals within the context of diversity, equity, and inclusion.

The DEI team who will complete the City's project is illustrated in **Exhibit 1**, with descriptions of their assignment and related responsibilities. **Team member resumes** including more detailed information on their exceptional **qualifications** and **training** can be provided upon request. MGT is committed to working with women and minority owned business. Upon award, MGT will work with the local community for subcontractors on this project.

STAFF QUALIFICATIONS

Exhibit 1. Proposed Organizational Structure



Team member roles for HACA’s project are shown below. **Mr. Andres Bernal** will serve as the main contact for assignments, billings, and general project administration.

PROJECT ROLE	RESPONSIBILITIES
HACA PROJECT OFFICER	<ul style="list-style-type: none"> – Exercises primary authority over the project. – Provides guidance on project activities, work plan, schedule, and deliverables.
MGT EXECUTIVE-IN-CHARGE <i>Dr. Lamont Browne</i>	<ul style="list-style-type: none"> – Ensures MGT fulfills all contractual requirements and meets all project deadlines. – Assists in resolving conflicts over any project issues. – Has final authority over project deliverables.

STAFF QUALIFICATIONS

PROJECT ROLE	RESPONSIBILITIES
MGT SENIOR TECHNICAL DEI ADVISOR <i>Dr. Fred Seamon</i>	<ul style="list-style-type: none"> – Authorized to execute contract and contractually bind the firm. – Dr. Fred Seamon is Executive Vice President of the Diversity, Equity, and Inclusion practice. He will provide subject-matter expertise related to DEI and ensure team members are regularly informed about relevant research and analysis related to the project.
TECHNICAL ADVISORS <i>Brandon Ledford</i> <i>Vernetta Mitchell</i>	<ul style="list-style-type: none"> – Mr. Ledford is Senior Vice President and an expert in Human Capital issues. He will provide subject matter expertise and ensure team members are regularly informed about relevant research and analysis related to the project. – Ms. Mitchell is an expert in minority business program development and has developed and managed small, minority, and women business programs within local government and private sector companies for over 21 years.
PROJECT MANAGER <i>Andres Bernal, J.D.</i>	<ul style="list-style-type: none"> – Main point of contact for the City. – Day-to-day management of the project tasks and deliverables. – Oversight over service and deliverable quality. – Management of all project deadlines.
RESEARCH TEAM <i>Lara Opheim</i> <i>Will Fiorito</i> <i>Kelsey Miller</i>	<ul style="list-style-type: none"> – Design, develop, and implement methods for gathering pertinent City policies, procedures, and practices. – Design, develop, and implement the assessment process. – Design and execute community outreach plan. – Design, develop, and implement data gathering and research methods. – Collect and synthesize pertinent data and information to inform strategic priorities and development of departmental recommendations. – Organize, plan, and facilitate key stakeholder interviews, focus groups, and surveys. – Preparation of the draft and final reports.

Resumes



LAMONT BROWNE, Ed.D.

Vice President

MGT CONSULTING GROUP

Dr. Lamont Browne is an accomplished systems and people leader with a diverse background as a public-school administrator, corporate trainer, and team leader. Dr. Browne was educated at the University of Delaware, earning a Bachelor of Science degree in Business Administration, a Master's degree in Education, and a Doctoral degree in Educational Leadership. He also attended the University of Colorado where he earned an MBA.



Dr. Browne pursues innovation, equity, and excellence in his work. In 2019, he supported a large school district turnaround effort by providing leadership development, executive coaching, strategic planning, and project management services in Colorado. In 2011, as executive director and principal, he led a dramatic turnaround of a struggling charter school in Delaware, and later created Delaware's first multi-charter partnership. In three years, the school's academic proficiency increased 30% in reading and 26% in math, the highest growth of any school in the state.

He is a strong educational, business, diversity, and talent leader, and is a change agent focusing on quality, equity, and inclusivity. ***Dr. Browne is an experienced educator and expert in professional coaching, leading difficult conversations, as well as being a certified diversity inclusion consultant.*** He excels in utilizing a data-driven analytical approach and high EQ to develop high functioning teams who work collaboratively to design and implement strategic systems that enhance academic and organizational performance. He is nationally recognized as an award-winning education leader for being performance driven, leadership development, and achieving results that improve school systems and the advancement of marginalized peoples and communities.

Areas of Expertise

- ◆ Building Diverse / Inclusive Teams
- ◆ Leadership Development
- ◆ Business Strategy
- ◆ Turnaround Leadership
- ◆ Organizational Culture
- ◆ Community Engagement
- ◆ Strategy Development
- ◆ Entrepreneurial Leadership
- ◆ Partnerships / Fundraising
- ◆ Executive Communication
- ◆ People / Career Development
- ◆ Cross-functional Collaboration

Education

Master of Business Administration, University of Colorado

Doctor of Education: Leadership, Administration, and Policy, University of Delaware

Master of Education: Curriculum and Instruction, University of Delaware

Bachelor of Science in Business Administration: Finance, University of Delaware

Awards, Activities, and Accomplishments

Ryan Award, presented by the Accelerate Institute for "Exceptional leadership in closing the achievement gap in urban K12 schools"

Order of Excellence, presented by the Delaware State BOE for "Outstanding contributions toward the growth and betterment of the students served through Delaware Public Education"

Merit Award, presented by the Delaware Secretary of Education for "Making a distinctive contribution to the educational program of Delaware"

Impact Award, presented by the Delaware Charter Schools Network for "Being a visionary for significant educational improvements who inspires others while utilizing innovative or creative approaches while addressing a compelling student need"



LAMONT BROWNE, Ed.D.

Vice President

MGT CONSULTING GROUP

Professional Background

MGT Consulting Group, September 2019-Present *Vice President, Organizational Solutions Group*

Browne Consulting, 2013-2019 *Independent Leadership Consultant, Chief Portfolio Officer*

Serve as executive coach to school leaders and as a consultant to small, medium, and large school districts, charter schools, foundations, higher education institutions, state departments of education, and community non-profits.

Aurora Public Schools - Aurora, CO, 2016-2018 *Executive Director, Office of Autonomous Schools*

Served as the Chief of the Charter School Office (5,000 students; nine schools), Chief of Innovation Schools (4,000 students; five schools with 350 staff members; 13 direct reports), and managed the district's school turnaround framework.

Vision Academy Charter Schools - Wilmington, DE, 2011-2016 *Chief Executive Officer*

Founded and led Delaware's only charter management organization with a team of 160 employees serving three schools and two boards of directors. Built a central office team and managed an \$18 million annual budget, overseeing curriculum, instruction, assessment, data analysis, and teacher and leader coaching models.

Head of School, EastSide Charter School

Led school turnaround of Delaware's first elementary charter school as instructional and business leader. Pioneered and led the State's first alternative teacher evaluation system; later adopted by 14 schools and two school districts.

Wilmington University - New Castle, DE, 2014-2016 *Adjunct Professor*

Designed and instructed educational leadership course in the Master of education graduate program.



FRED SEAMON, Ph.D.

Executive Vice President

MGT CONSULTING GROUP



Dr. Seamon has over 35 years of consulting, research, and teaching experience throughout the United States and has provided consulting services in 40 states and a dozen countries. He was the project director for MGT's first disparity study conducted in 1980. Dr. Seamon has extensive knowledge in analyzing the structure, operations, and processes of public sector organizations and nonprofit agencies and in conducting studies related to access, equity, and disparities in business, human services, and education.

While on the graduate faculty at Florida State University (FSU), he conducted major research studies related to disparate treatment and the impact of public policy on economic prosperity and economic segregation. As a member of the research faculty in the Pepper Institute (FSU), he conducted research on the adverse impact of social and economic policy on minority elderly populations.

While on the faculty in the Askew School of Public Administration and Public Policy at FSU, he taught graduate courses in human resources management, public policy, and action research, and was called upon regularly to provide a variety of research assistance and subject matter expertise to local and state government agencies in Florida and other states. He also served as the lead researcher for the Governor's Racial and Ethnic Bias Study Commission lead several research teams for Florida Tax Watch. In addition, he has provided technical assistance and support to the Florida Advisory Council on Small and Minority Business Development.

His experience also includes providing consulting services analyzing the structure, operations, and systems of public sector organizations to identify operations efficiencies and process improvements. The dozens of operations reviews conducted by Dr. Seamon have included procurement and contracting operations, which adds a dimension to MGT's disparity study team that other teams will not have. For over 30 years, Dr. Seamon has provided consulting services focused on policy and practices that adversely impact access and equity that result in disparate treatment.

In April 2020, Dr. Seamon was an invited participant in the White House Conference Call for African American Stakeholders on COVID-19 and the CARES Act.

Areas of Expertise

- ♦ Qualitative research methods.
- ♦ Conducting research studies related to diversity, equity, and disparities in education, business, and human services.
- ♦ Community engagement and outreach.
- ♦ Policy analysis.
- ♦ Analyzing agency structure, operations, and processes.

Education

Ph.D., Higher Education Administration, College of Education, Florida State University, 1976
 M.S.W., School of Social Work, Florida State University, 1973
 B.S., Sociology, Bethune-Cookman College, 1970
 Certified Mediator, Certified by Supreme Court of Florida, #06465c

Professional Affiliations

American Society of Public Administration
 Florida Academy of Certified Mediators
 Florida Advisory Council on Small and Minority Business Development
 International Personnel Management Association
 National Association of Workforce Development Professionals
 National Forum for Black Public Administrators



FRED SEAMON, Ph.D.

Executive Vice President
MGT CONSULTING GROUP

Sample of Relevant Project Experience

- Charlotte Consortium (NC) | Disparity Study (City of Charlotte, Mecklenburg County, Charlotte-Mecklenburg Schools)
- Chatham Consortium (GA) | Disparity Study (City of Savannah, Chatham County, Savannah-Chatham County Public School District)
- Dougherty Consortium (GA) | Disparity Study (City of Albany, Dougherty County, Albany Water, Gas, and Light Commission, Albany/Dougherty Inner-City Authority, Albany/Dougherty Planning and Zoning Department, Dougherty County Board of Education)
- Sacramento Regional Consortium I (CA) | Disparity Study (City of Sacramento, County of Sacramento, Sacramento Housing and Redevelopment Agency, Sacramento Regional Transit District)
- Sacramento Regional Consortium II (CA) | Disparity Study (City of Sacramento, County of Sacramento, Sacramento Employment Training Agency, Sacramento Housing and Redevelopment Agency, Sacramento Regional Transit District)
- Tallahassee Consortium (FL) | M/W/SBE Disparity Study (City of Tallahassee, Leon County, Blueprint Intergovernmental Agency)
- City of Baltimore (MD) | Disparity Study
- City of Charlotte (NC) | Disparity Study
- City of Charlottesville (VA) | Disproportionate Minority Study
- City of Columbia (SC) | Analysis of Business Underutilization Causation
- City of Dallas (TX) | Availability and Disparity Study
- City of Dayton (OH) | Third Generation Disparity Study; Second Generation Disparity Study
- City and County of Denver (CO) | M/W/DBE Disparity Study and Registered Apprenticeship Study
- City of Fort Lauderdale (FL) | Disparity Study
- City of Greensboro (NC) | Disparity Study
- City of Hampton and Schools (VA) | Disparity Study
- City of Hollywood (FL) | Availability Study
- City of Jersey City (NJ) | Disparity Study
- City of Miramar (FL) | Disparity Study
- City of New York (NY) | MWBE Disparity Study; Local Hiring Analysis
- City of Pensacola (FL) | Disparity Study; Review of Small Business Enterprise Program
- City of Portsmouth (VA) | Procurement Disparity Study
- City of San Antonio (TX) | Availability Study
- City of Tallahassee (FL) | Disparity Study, Phase I & II; Minority Disparity Study
- City of Tulsa (OK) | Business Disparity Study, Phase I & II
- City of West Palm Beach (FL) | Minority Disparity Study
- City of Winston-Salem (NC) | Disparity Study
- Charleston County (SC) | Disparity Study
- Dane County (WI) | Review of Racial and Social Equity
- DeKalb County (GA) | Disparity Study; MBE Implementation Plan; Documentation and Administrative Regulation Review
- Leon County (FL) | M/W/SBE Disparity Study; Disparity Study; Disparity Study Update, Phase I; Disparity Study Update; Purchasing Review
- Miami-Dade County (FL) | Pre-disparity Study Planning Initiative
- Nassau County (NY) | Disparity Study, Phase I & II
- Orange County (FL) | Disparity Study
- Osceola County (FL) | Disparity Study
- Palm Beach County (FL) | Minority/Women Business Disparity Study
- Prince George's County (MD) | Utilization and Availability Study
- Government of the District of Columbia (DC) | Capability and Capacity Analysis
- Washington Suburban Sanitary Commission (MD) | Disparity Study



BRANDON W. LEDFORD, SHRM-SCP, MPP, PMP

Senior Vice President

MGT CONSULTING GROUP

Mr. Ledford is responsible for driving the growth and execution of MGT's human capital and resource consulting services, which includes classification and compensation/salary studies, policy and procedure development, organizational reviews, and best practice research. For over ten years, he has assisted global clients in all industries with human capital, public policy, management consulting, revenue performance management, strategy, business transformation, data analytics, and strategic communications. Prior to joining the MGT leadership team, he was the Vice President overseeing the Human Resources and Policy and Compliance departments of a global technology company and has been a consultant for both Booz Allen Hamilton and Deloitte. Mr. Ledford also has interned for the U.S. Supreme Court and White House Office of Science and Technology Policy. He holds a Master of Public Policy from George Mason University's School of Public Policy, a Bachelor of Arts from the Pennsylvania State University, is a certified Project Management Professional (PMP), Change Management Professional (Prosci), and a Society of Human Resources Management Senior Certified Professional (SHRM-SCP).



Areas of Expertise

- ♦ Human Capital
- ♦ Business Transformation
- ♦ Data Analytics
- ♦ Public Policy
- ♦ Strategic Communications
- ♦ Strategy

Education/Certifications

M.P.P., Health Policy, Science and Technology Policy, George Mason University, 2011

B.A., Comparative Literature, Latin, The Pennsylvania State University, 2006

Innovation and Entrepreneurship Certificate, Stanford University, 2020

Project Management Professional (July 2013 – Present)

Lean Six Sigma Yellow Belt (August 2012 – Present)

Honors

The Horatio Alger Scholarship, four consecutive years
 Martha V. and Walter A. Pennino Endowed Scholarship
 American Cancer Society Champion College Scholarship
 Carolyn's Compassionate Children Scholarship
 The Harry W. Klinger University Scholarship, four consecutive years
 The Brandon Ledford Scholarship

Sample of Relevant Experience

- Adams 14 School District (CO) | School Turnaround
- Beaufort County School District (SC) | Needs Assessment
- Brevard County School Board (FL) | Districtwide Compensation Study
- City of Apopka (FL) | Classification and Compensation Study
- City of Gainesville (FL) | Executive Recruiting
- County of Glades (FL) | Employee Policy and Handbook Development
- Disability Rights Florida | Classification and Compensation Study
- Florida Atlantic University | Organizational Assessment
- Florida Department of Education | Review of Florida Safe School Assessment Tool
- Tampa Bay Partnership (FL) | Organizational Review
- Tampa Bay Water (FL) | Compensation and Classification Study
- Hillsborough Area Regional Transportation Authority (FL) | Classification and Compensation Study
- Hillsborough Community College (FL) | Administrator Classification and Compensation Study
- Gulf Coast State College (FL) | Compensation and Class Study
- Horry County Schools (SC) | Classification and Compensation Study
- Navajo Nation | Compensation Study
- North Carolina Education Lottery | Compensation and Classification Study
- Sault Tribe (MI) | Classification and Compensation Study



BRANDON W. LEDFORD, SHRM-SCP, MPP, PMP

Senior Vice President

MGT CONSULTING GROUP

- Florida Development Disabilities Council | Classification and Compensation Study
- Florida Office of Program Policy Analysis and Government Accountability | Florida Clerks of Court Organizational Review



ANDRES BERNAL, J.D.

Manager

MGT CONSULTING GROUP

Mr. Bernal is an expert in quantitative research for disparity studies with over 15 years of experience. He is currently managing three disparity studies and has been the quantitative research leader on more than a dozen studies, spearheading collection of data, managing all levels of utilization and availability analyses, managing all levels of the various private sector analyses, and implementing new methodologies that incorporate the latest disparity study legal court cases. Mr. Bernal is well-practiced in conducting all aspects of disparity study research.



Prior to joining MGT, Mr. Bernal worked for the Nielsen company as a sector lead working for their largest client P&G. As a sector lead, he oversaw marketing-mix analytics work for such P&G multi-million dollar brands as Gillette, Venus, Crest, Oral-B, Vicks, Prilosec, Metamucil, Align, Dawn, Cascade, Pampers, Bounty, Puffs, and Charmin. These analytics gave the brands the tools necessary to optimize their media spending by calculating return on investments and volume sales generated by the various media vehicles. He also assisted his clients in understanding analytic solutions to marketing performance, pricing strategy, and assortment strategy in order to fully optimize in-market performance. Mr. Bernal has expertise in economic theories, including Microeconomic Theory, Macroeconomic Theory, Econometrics, Urban Economics, Experimental Economics, Human and Labor Resource Economics, and Regression Analysis.

Areas of Expertise

Disparity/Diversity Econometric and Statistical methods

Disparity/Diversity Legal and social research

Data and policy analysis

Data collection and preparation

Research and evaluation

Conducting research studies related to diversity, equity, and disparities in education, business, and human services.

Fluency in English and Spanish

Qualitative research methods

Community engagement and outreach

Survey sampling methods

Education

J.D., Case Western Reserve University School of Law, 2008

M.A., Economics, Georgia State University, 2003

B.S., Economics, Florida State University, 2001

Calculus I, II, and Calculus Based Statistics, Oxford College of Emory University

Memberships

Cincinnati Bar Association

American Economic Association

Sample of Relevant Project Experience

Tallahassee Consortium (FL) | M/W/SBE Disparity Study (City of Tallahassee, Leon County, Blueprint Intergovernmental Agency)

City of Baltimore (MD) | Disparity Study

Charleston County (SC) | Disparity Study

City and County of Denver (CO) | M/W/DBE Disparity Study and Registered Apprenticeship Study

City of Atlanta (GA) | Disparity Study

City of Charlotte (NC) | Disparity Study

City of Charlottesville (VA) | Disproportionate Minority Study

City of Columbia (SC) | Analysis of Business Underutilization Causation

Osceola County (FL) | Disparity Study

City of Miramar (FL) | Disparity Study

City of Fort Lauderdale (FL) | Disparity Study

City of New York (NY) | MWBE Disparity Study; Local Hiring Analysis

City of Pensacola (FL) | Disparity Study

City of Phoenix (AZ) | Disparity Study and Update

City of Portsmouth (VA) | Procurement Disparity Study

City of Tulsa (OK) | Business Disparity Study, Phase II

City of Winston-Salem (NC) | Disparity Study

Dane County (WI) | Review of Racial and Social Equity

Government of the District of Columbia (DC) | Capability and Capacity Analysis



VERNETTA MITCHELL

Consultant

MGT CONSULTING GROUP

Ms. Mitchell is an expert in minority business program development and has developed and managed small, minority, and women business programs for local government entities and private sector companies for over 22 years.

- ✓ **Held the position of MWBE Program Director for the City of Charlotte, where she redesigned the City's certification, outreach, and goal-setting processes.**



Ms. Mitchell has participated on more than 30 disparity studies as a team leader or project director. She has extensive experience in project management, project scheduling, analytical reporting, facilitation, and public relations. Ms. Mitchell's experience in construction procurement, goods and services procurement, and program administration is critical asset in qualitative data collection, interpretation of procurement policies and procedures, and program expansion or improvement recommendations.

Areas of Expertise

- ♦ Disparity Research
- ♦ Community Engagement
- ♦ Construction Procurement and General Purchasing Processes
- ♦ Data Management
- ♦ Project Management
- ♦ Quantitative Research and Data Collection
- ♦ Subcontractor Management
- ♦ Training and Development

Education

B.S., Business Administration, Strayer University, 2005
Minority Business Executive Program (Tuck School of Business)

Professional Affiliations

NC MWBE Coordinators' Network, Vice President 2020
American Contract Compliance Association, Mid-Atlantic Regional Coordinators 2020
Charlotte Business Inclusion Advisory Commission, Co-Chair 2020
National Black MBA Association, Member 2020

Relevant Project Experience

- Charlotte Consortium (NC) | Disparity Study (City of Charlotte, Mecklenburg County, Charlotte-Mecklenburg Schools)
- Tallahassee Consortium (FL) | M/W/SBE Disparity Study (City of Tallahassee, Leon County, Blueprint Intergovernmental Agency)
- Charlotte Housing Authority (NC) | Disparity Study
- City and County of Denver (CO) | M/W/DBE Disparity Study and Registered Apprenticeship Study
- City of Charlotte (NC) | Disparity Study
- City of Charlottesville (VA) | Disproportionate Minority Study
- City of Dallas (TX) | Availability and Disparity Study
- City of Dayton (OH) | Third Generation Disparity Study; Second Generation Disparity Study; Policy Implementation Assistance
- City of Fort Lauderdale (FL) | Disparity Study
- City of Greensboro (NC) | Disparity Study
- City of Hampton and Schools (VA) | Disparity Study
- City of Jersey City (NJ) | Disparity Study
- City of Miramar (FL) | Disparity Study
- City of New York (NY) | MWBE Disparity Study; Local Hiring Analysis
- City of Pensacola (FL) | Disparity Study; M/WBE Program Implementation; Review of Small Business Enterprise Program
- City of Portsmouth (VA) | Procurement Disparity Study; MWBE Program Implementation
- City of Tulsa (OK) | Business Disparity Study, Phase I & II; Program Implementation Assistance
- City of Winston-Salem (NC) | Disparity Study
- Guilford County Schools (NC) | Disparity Study
- Prince George's County (MD) | Utilization and Availability Study



LARA OPHEIM

Senior Consultant

MGT CONSULTING GROUP

Ms. Opheim has over 11 years of experience working with data systems and analytical methods and techniques and is a key member of the DEI/disparity data collection and analysis team. Since joining MGT she has worked on a dozen disparity studies. Her experience translating data analysis results to inform decision making about disparity findings and conclusions is critical throughout this project.



Areas of Expertise

Data analysis

Data collection and preparation

Research and evaluation

Technical skills in Excel, MS SQL, PostgreSQL, PowerBI, Word, GIS, Python, Adobe

Education

M.A. Urban and Regional Planning, University of Florida, 2012

B.A., Geography and Sociology, University of Florida, 2010

Awards

Awarded the 2012 WRS Infrastructure & Environment, Inc. Award in Memoriam of Mario Ripol

Sample of Relevant Project Experience

Guilford County (NC) | Facility Optimization Plan

City of Winston-Salem (NC) | Disparity Study

Prince George's County Community College (MD) | Availability and Utilization Studies

City of Dallas (TX) | Availability and Disparity Study

City of Dayton (OH) | Third Generation Disparity Study

Tallahassee Consortium (FL) | M/W/SBE Disparity Study (City of Tallahassee, Leon County, Blueprint Intergovernmental Agency)

Alaska Department of Transportation & Public Facilities | DBE Disparity Study

City of Charlottesville (VA) | Disproportionate Minority Study

City of Fort Lauderdale (FL) | Disparity Study

City of New York City (NY) | MWBE Disparity Study; Local Hiring Study

Government of the District of Columbia | Capability and Capacity Analysis

Illinois Housing Development Authority | Racial Equity Impact Assessment

Johnson County Community College (KS) | Diversity Equity Inclusion Study

North Texas Tollway Authority | Disparity Study

Osceola County (FL) | Disparity Study

Sacramento Municipal Utility District (CA) | Availability Study

State of Delaware | Disparity Study

PK-12 Studies

Aurora Public Schools (CO) | Performance/Efficiency Review

Edina Public Schools (MN) | Strategic Planning

Ferguson-Florissant School District (MO) | Facilities Master Plan

Hickman Mills School District (MO) | Facilities Master Plan

Housing Authority of Savannah (GA) | Strategic Plan

Indiana Department of Administration | Gary School Corporation Emergency Management Services

Lindbergh Schools (MO) | Strategic Planning

Lyon County School District (NV) | Benchmark Studies

Metro Nashville Public Schools (TN) | Enrollment Projections

Oregon Health Insurance Marketplace | Demographics Study

Pasco School District (WA) | Facility Master Plan Facilitation - Phase II



WILLIAM FIORITO

Senior Consultant

MGT CONSULTING GROUP

Mr. Fiorito is a disparity study research analyst with superior research and analytical skills. In recent years he has provided research and analysis on a dozen disparity studies. In addition to disparity study research and analysis, he has experience performing human resources studies, survey design and implementation, as well as market research. His primary responsibilities include collecting, compiling, and analyzing massive and complex information and data for projects, and assisting with the developing findings and recommendations as well as writing and editing reports.



EDUCATION

M.B.A., Florida State University

B.A., Philosophy, Minor in English, Florida State University

PROFESSIONAL AFFILIATIONS

Florida State University MBAA

Florida State University Cob Alumni Association

NYP, Tallahassee

DISPARITY PROJECT EXPERIENCE

- Tallahassee Consortium (FL) | M/W/SBE Disparity Study (City of Tallahassee, Leon County, Blueprint Intergovernmental Agency)
- Alaska Department of Transportation & Public Facilities | DBE Disparity Study
- City of Dallas (TX) | Availability and Disparity Study
- City of Dayton (OH) | Third Generation Disparity Study
- City of Miramar (FL) | Pre-Disparity and Disparity Study
- City of New York (NY) | MWBE Program Availability Analysis; Local Hiring Analysis
- City of Winston-Salem (NC) | Disparity Study
- Dane County (WI) | Review of Racial and Social Equity
- Government of the District of Columbia | Capability and Capacity Analysis
- North Texas Tollway Authority | Availability and Disparity Study
- Osceola County (FL) | Disparity Study
- Prince George's County (MD) | Availability and Utilization Studies
- Shelby County Board of Education (TN) | Business Market Availability and Disparity Study
- Washington Suburban Sanitary Commission (MD) | Disparity Study

ADDITIONAL PROJECT EXPERIENCE

- Bedford County (VA) | Pay and Classification Study
- Brevard County School Board (FL) | Districtwide Compensation Study
- Centre Area Transportation Authority (PA) | Classification and Compensation Study
- City of Apopka (FL) | Classification and Compensation Study
- City of Kingsport (TN) | Classification and Pay Study
- Florida Development Disabilities Council | Classification and Compensation Study
- Florida Lottery | Classification and Compensation Study
- Florida Office of The Attorney General | Salary and Compensation study
- Galveston County (TX) | Sheriff's Office Compensation Review
- Gogebic County (MI) | Classification and Compensation Study
- Hawaii Health Systems Corporation | Compensation and Classification Study
- Hillsborough Community College (FL) | Administrator Classification and Compensation Study
- Iowa Valley Community College District | Classification and Pay Study
- Lancaster County (PA) | Total Compensation Study
- Navajo Nation | Compensation Study
- North Carolina Education Lottery | Compensation and Classification Study
- Oregon Institute of Technology | Faculty Compensation Study
- Pittsburgh Public Schools (PA) | Classification and Compensation Study
- Santa Fe College (FL) | Classification and Compensation Study
- South Carolina Education Lottery | Classification and Compensation Plan
- Texas Southmost College | Salary Compensation Study
- York County (SC) | Compensation Study



KELSEY E. MILLER

Analyst

MGT CONSULTING GROUP

Ms. Miller brings strong data analysis, administrative, and research skills to a wide range of projects, with a focus in Disparity/DEI, Human Capital, and Education projects. Her education and experience in International Relations has benefited strategic corporate initiatives to reach international clients. Prior to MGT, she worked in a number of international and local non-profits and political organizations.



Education

M.A. with honors, International Relations, Central European University, Budapest, Hungary

B.A., Political Science and International Studies, Certificate in European Studies, University of Wisconsin-Madison

Skills

- ♦ Qualitative and quantitative research
- ♦ Data visualization
- ♦ Focus groups
- ♦ Written and verbal communication
- ♦ Job descriptions (FLSA) determinations and salary benchmarks

Relevant Project Experience

Disparity Studies

- Alaska Department of Transportation & Public Facilities | DBE Disparity Study
- City of Dallas (TX) | Availability and Disparity Study
- City of New York (NY) | MWBE Disparity Study
- North Texas Tollway Authority | Disparity Study

Human Capital Studies

- Brevard County Public Schools (FL) | Compensation Study
- City of Apopka (FL) | Classification and Compensation Study
- County of Glades (FL) | Employee Policy and Handbook Development
- Hawaii Health Systems Corporation | Compensation and Classification Study
- Hillsborough Community College (FL) | Administrator Classification and Compensation Study
- Navajo Nation | Compensation Study
- Pittsburgh Public Schools (PA) | Classification and Compensation Study
- Tampa Bay Water (FL) | Compensation and Classification Study
- York County Government (SC) | Position Evaluation FLSA, and Job Description

Strategic Planning

- Edina Public Schools, MN | Strategic Planning
- Michigan State University | Residential and Hospitality Services Strategic Planning

Higher Education Market/Housing Studies

- American Campus Communities for UCB | Market Study
- Central Community College (NE) | Market Study
- Daytona State College (FL) | Student Housing Market Study
- Delaware State University | Due Diligence
- Henderson State University (AR) | Student Housing Studies
- Longwood University Real Estate Foundation (VA) | Market Due Diligence
- Louisiana State University Health Sciences Center – New Orleans | Student Housing Studies
- Montgomery College (MD) | Student Housing Study
- Portland Public Schools (OR) | Facilities Master Planning
- Texas A&M University | Off-Campus Market Analysis
- University of California Riverside | Due Diligence
- University System of Georgia | South Georgia Needs Assessment

Other

- Florida Office of Program Policy and Government Accountability | Performance Audits: Broward/Collier/Okaloosa/St. Lucie Counties and Alachua/Washington County School Districts
- Indiana Department of Administration | Emergency Manager for Gary Community School Corporation
- Maricopa County (AZ) | Rate Methodologies and Recommendations

Project Approach and Work Plan

Project Understanding

In 2005, Austin became a majority-minority city. Since then, the African American population has been the only population to decline. In recent years, despite its reputation as a diverse and inclusive city, Austin has consistently been ranked among the most economically segregated cities in the United States. We understand that the Housing Authority of the City of Austin is a diverse community with a long history of challenges related to race, and as such, there is a need to confront the deep-seated challenges of equity, diversity, and civic inclusion within the community. HACA currently seeks a qualified firm to provide strategic and logistical consultancy that addresses the Diversity, Equity and Inclusion (DEI) needs of the City.

Goal of this project include the following:



Proposed Approach

Methodology

MGT's methodology is premised on tried and tested experience working in various types of communities across the U.S. addressing equity and inclusion; and this experience is critical to this project's success. MGT's experience working in local and state municipalities on issues related to access and opportunity, racial equity studies, criminal justice, strategic planning, program evaluation, change management, human services delivery systems, leadership development and other areas has enabled our team to develop a sensitivity to the issues that are focal point of this project.

Project Management

Based on our experience, a successful study requires detailed and well-organized project initiation, planning, execution, and monitoring. MGT uses proven project management methodologies, including a senior technical advisor with Project Management Professional (PMP) and Prosci Change Management certificates, to ensure we deliver project results that are on time, on budget, and meet or exceed client expectations by identifying long-term, decision-making solutions.



Our team's approach to facilitating DEI audits and reviews is based on the methodologies, models, and tools that we have developed for this specific type of work, coupled with our robust history working for public sector communities across the country. To successfully conduct this study, it is **important to fully understand the environment in which the City operates** and your objectives for this study to provide an accurate roadmap and plan to ensure all City employees are treated fairly and equitably.

PLANNING

We take intentional measures to define milestones, responsibilities, and delivery dates in our **planning** process, and to track work progress against plan weekly. As soon as the contract is awarded, we enhance the project workplan included in our proposal by adding specific milestones, delivery dates, and consultant responsibilities. We refine this plan with input from our project initiation meeting(s) with the client. Next, we conscientiously track our work progress against that plan, and employ problem solving skills, technology, and staff flexibility to react to variances between plan and actuals to meet the deadline.

COMMUNICATION

Throughout this process we remain in frequent **communication** with the client to avoid surprises or conflict. Our project teams are in regular contact with the Project Executive, providing project status updates and explaining any variances from the planned schedule. Additionally, MGT is committed to regular client contact through on-site meetings and/or online platforms, formal status updates, and other communications at regular intervals. It isn't only about communicating with the City leadership. ***Community engagement will be critical to ensuring our recommendations are seen, heard, and embraced/supported by all.***

MONITORING

MGT uses Mavenlink, an online software tool, as a project management and **monitoring** tool to provide integrated project management, collaboration, accounting, and to enable complete visibility of projects. Our Project Manager uses Mavenlink to develop and present key components of the project, such as project schedule, resources, timelines, risks, critical paths, and milestones. Since the implementation of this tool, we have been able to visually communicate with our clients on the study's progress. MGT will manage the schedule, quality, communication, risk, resources, and budget for the project, including ensuring timely and accurate completion of project deliverables, maintaining regular communication with City's project management staff, providing oversight and management of consulting staff and

subcontractors, ensuring quality control of all deliverables, and meeting with City’s personnel upon request.

Work Plan

The methodology and approach for this project include the following tasks and activities. This work plan focuses on these major tasks, organized around the three phases:

◆◆◆◆ PHASE 1: POLICY AND PRACTICES REVIEW ◆◆◆◆

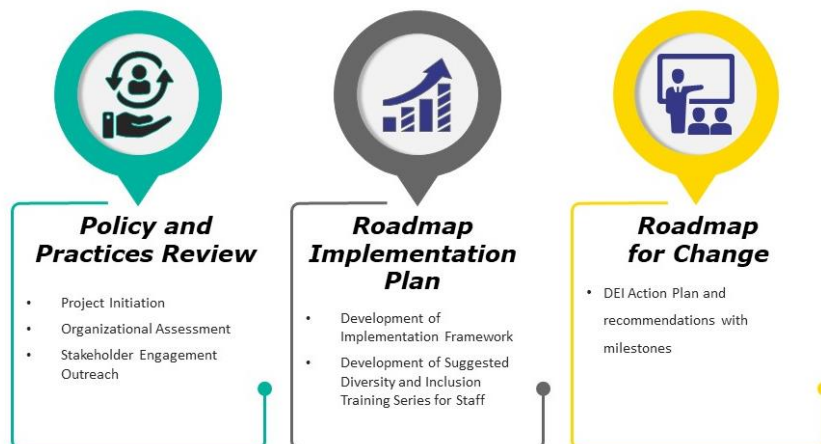
Task 1.0: PROJECT INITIATION

MGT will consult with HACA’s stakeholders to establish first meeting date (i.e., project kick-off), location, attendees, and agenda for the project initiation meetings. Based on our current understanding, our initial meetings will include the following groups: HACA Executive Team, DEI Committee, All Staff, Board of Commissioners, Program Participants, and Select Program Partners. The primary purpose of initial meetings with key project team members, and other key stakeholders is to discuss the project in greater detail to establish agreement and consensus regarding activities, timeline, deliverables, and mutual expectations, to include:

- ◆ Develop list of potential stakeholders who might advise the project and provide other insights to the MGT project team.
- ◆ Conduct group and one-on-one interviews with a representative cross-section of the City’s organization.
- ◆ Review the work plan and revise, as necessary.
- ◆ Finalize project goals, responsibilities, expectations, and objectives.
- ◆ Establish logistics for meetings, progress and reporting protocols, and project reports.

Deliverable(s)

- ◆ Revised work plan and project schedule.
- ◆ Monthly progress reports.



Task 2.0: ORGANIZATIONAL ASSESSMENT

To determine strengths, weaknesses, gaps, understanding, and readiness to embrace and infuse DEI through all levels of HACA's organization structure and operations. This will involve a DEI assessment to provide quantitative data and interviews and targeted employee focus groups to provide qualitative data. The ultimate goal is to better understand the current status of DEI efforts and initiatives to help inform development of the DEI Strategic Plan and the trainings that will be provided to 1100 city employees. We recognize that HACA is currently updating its FY 17-FY20 Strategic Plan and would like to consider integrating the DEI Strategic plan into HACA's Strategic Plan.

2.1 PREPARING TO CONDUCT AN ORGANIZATIONAL ASSESSMENT

The approach to an assessment is to build upon what HACA already is doing to become a culturally competent organization. During the assessment process, we will identify elements of HACA's culture that are currently nurturing success and fostering a strong DEI culture while also revealing practices that may be barriers to the desired outcomes. Based on our initial understanding of this project, HACA's certainly striving to embrace DEI across the agency. Our approach provides focus and weight to current efforts and can serve as a baseline against which to measure progress. In addition, the assessment can create new learnings, as well as momentum for change as the organization engages in this process. The assessment process will start with an Orientation Session and Assessment interview with the HACA's Project Officer, Executive Management Team to overview the engagement, introduce basic tools and components (e.g., Qualtrics, Poll Anywhere) used for this engagement and determine HACA's perspective on diversity and inclusion strengths, areas of concern, and recommendations for improvement. MGT also will review peers and best practices among peers. We will then review the HACA's past and current DEI initiatives, positioning, and capacity, including a high-level review of relevant City initiatives.

This assessment will include analyses of internal and external policies with special emphasizes on the impact of policies on People of Color. Special attention will be given to the following topics:

- ♦ HACA'S compensation and promotion practice for People of Color and other underrepresented demographic groups.
- ♦ Recruitment practices by HACA for People of Color.
- ♦ Barriers to recruiting, retaining, and promoting a diverse staff and City leadership positions.
- ♦ Which policies and practices impact underrepresented communities the most.
- ♦ Identification of policies and practices that are contributing to the success of underrepresented communities.
- ♦ Identify where inequities have been unintentionally perpetuated.

Deliverable(s)

- ♦ An analysis of existing organizational strengths and gaps with clear recommendations on how to best build upon strengths that will encourage DEI in all areas of the City and community.

2.2 Targeted focus groups, interviews, and community meetings

Our approach for gathering and analyzing anecdotal information is an inclusive and collective approach. We are proposing a series of methods to collect this vital information, including public or community meetings and in-depth interviews. MGT proposes to conduct this assessment using a **targeted employee**

focus group format and sampling identified from the demographics of HACA’s workforce and community. Due to COVID-19 restrictions and to increase the opportunity for community participation, MGT has and can complete or enhance this activity through virtual means, such as Zoom or Microsoft Teams meetings.

Participation in a targeted employee focus group is most often determined by self-selection. We can offer input into the design of a letter/email for the purpose of soliciting participants. We will need the appropriate HACA staff to manage the registration process and the logistics for the various groups. If facilitators and/or organizational leaders determine that a targeted employee focus group has low sign-up or believe there are important gaps in who elected to participate in a group, they may issue a special request to people who might have an interest in that session. We also offer the opportunity for individuals who wish to speak privately to schedule individual sessions amongst and between the groups. This option can be particularly valuable in a setting with low trust/safety on these issues. We will work with HACA’s staff assigned to work on this assessment to determine the best approach for soliciting targeted employee focus group participants.

Deliverable(s)

- ◆ Support the development and facilitation of dialogues and outreach efforts that will engage community members, staff, and leadership in this effort.
- ◆ Analysis of employment experiences for diverse communities in HACA’s area.

2.3 ASSESSMENT SUMMARY REPORT

The assessment concludes with the delivery of a report and presentation that provides an anonymous synopsis of what was learned in the assessment, as well as our observations and recommendations from participants at the personal, interpersonal, and cultural levels. The report will also include all the learnings that were acquired from the organizational assessment of the internal and external policies for HACA. The primary purpose of the assessment is to inform the development of a DEI plan and the implementation process including the embedding of the Action Plan into the organization and the evaluating of its impacts.

Deliverable(s)

- ◆ Provide knowledge and insight on best inclusion practices in the field.
- ◆ Guide and support development of a shared organizational goal on DEI.
- ◆ Develop a public statement of principle regarding DEI for HACA that serves as the guidepost for how it operates and makes decisions that impact budgeting, policies and procedures, operations, programming, outreach, and management practices.

◆◆◆◆ PHASE 2: ROADMAP FOR CHANGE ◆◆◆◆

Task 3.0: DEI STRATEGIC PLAN

The organizational assessment results will help inform and guide development of the DEI Action Plan—a series of work sessions to develop major components of the plan, which will include best practices. The DEI roadmaps for change will be influenced based on the results of Phase 1, so what follows will be updated during the project assessment phase given the changes needed above.

3.1 Application of Assessment Findings to the DEI Plan

Material gathered from the focus groups and sessions with HACA's leadership and management will be used to support the development of a **Five-Year Strategic Plan** for DEI. Generally, the strategic planning process includes revisiting the current statements of HACA's mission and vision with respect to DEI, in the context of HACA's overall mission along with any other strategic planning documents.

MGT will facilitate the generation and synthesis of an overall plan, building on the foundation of a vision, mission, and guiding principles to arrive at strategic areas of focus and goals (e.g., workforce diversity, workplace inclusion/belonging, sustainability), objectives, and strategies in appropriate sequence and timeframe. The plan also will include outcome measures and accountability centers. We will work with senior leadership and/or the Strategic Planning Team (if applicable) to create implementation and Communication Plans.

The investment made in the earlier sessions for the leadership and management and HR leaders means these groups will have practice in collaborative cross-cultural communication and can bring the skills to use the levels of analysis and change framework to think creatively about options for sustainable change in HACA's workforce and climate. As noted above, the resulting plan will contain clarity of expectations and accountability yet also retain the flexibility needed to ensure the transformational process is organic and responsive to HACA's needs. We anticipate key DEI Team stakeholders will participate at points in the various discussions, trainings, and plan sustainability efforts.

Deliverable(s)

- ◆ Review and finalize a DEI Statement of Intent, to enhance the HACA's ability to execute its mission, operations, and strategic direction.
- ◆ A training strategy that will increase the awareness, knowledge, and skills and practices of HACA as it pertains to DEI.
- ◆ Initial training of approximately 1,100 employees based on the training strategy.
- ◆ Implementation and Communication Plans that ensure shared ownership and sustainability.
- ◆ Competencies that reflect HACA's DEI public statement and goals.
- ◆ Integrate the DEI work into a comprehensive toolkit reflecting the current business model of HACA, including citizen access initiatives and operations.
- ◆ Develop a long-term roadmap (DEI Plan) that is aligned with HACA's Strategic Plan and is bound by specific, measurable, attainable, relevant with timebound (SMART) goals.
- ◆ Create defined metrics of success and aligning with goals for the DEI Plan.

◆◆◆◆ PHASE 3: ROADMAP FOR IMPLEMENTATION ◆◆◆◆

Task 4.0: DEVELOP IMPLEMENTATION FRAMEWORK

4.1 Policy, Procedure, and Training Roadmap

- ◆ Based on the results of Phases 1 and 2, items on this roadmap could include adding DEI staff or DEI responsibilities to current roles, updating and innovating HR process, procedures, and metrics like recruitment and retention strategies, staffing, HR strategies, leadership

development and trainings (e.g., implicit bias), succession planning, employee resource groups, and total compensation and benefits.

- ◆ Prepare draft implementation framework that assigns responsibility, accountability, resource requirements, and key milestones for implementation.
- ◆ Prepare recommendations related to organization structure, operations, and systems to support implementation.
- ◆ Conduct organizational capacity and capability analysis and change readiness assessment that address implementation challenges and critical success factors.
- ◆ Submit framework for review and comment.
- ◆ Finalize implementation framework including a calendar for tracking progress.
- ◆ Provide technical support as needed to “roll-out” implementation.

Deliverable(s)

- ◆ Roadmap implementation framework.

4.2 Management, Executive Management, City Council, and All-Employee Relations Roadmap

- ◆ Based on the results of Phases 1 and 2, items on this roadmap could include developing more frequent and timely training sessions, stakeholder engagement meetings, and data collection to continuously improve relationships and build trust between all levels of staff in a manner that garners meaningful positive outcomes.
- ◆ Prepare draft implementation framework that assigns responsibility, accountability, resource requirements, and key milestones for implementation.
- ◆ Submit framework for review and comment.
- ◆ Finalize implementation framework including a calendar for tracking progress.
- ◆ Provide technical support as needed to “roll-out” implementation.

Deliverable(s)

- ◆ Roadmap implementation framework.

Task 5.0: TRAINING AND 1:1 COACHING

Employee Training Modules Methodology

Each training session will be customized to HACA’s specific context, remain grounded in research, and embed practice and action planning over the course of each session (each session can range in length from a half day to a full day; such determination will be made in consultation with HACA’s leadership).

Module A-1: Understanding the Need, Benefit, and How to Advance Diversity, Equity, and Inclusion

While diversity is a key characteristic that defines America, it is not always present in the Board room, the leadership suite, or all aspects of organizations. However, even when diversity is achieved, equity and a culture of inclusion often remains difficult to attain. Participants will form a common understanding of the need and benefit of advancing all types of diversity (Hint: it’s not just about race) at all levels of the organization as well as strategies for promoting equity for all.

Module A-2: Maximizing Awareness and Inclusion and Limiting Bias

Talent and skills are important, but the best employees also possess emotional intelligence and an ever-growing cultural awareness that allows them to understand the motivations and sensitivities of others so all people on the team feel safe, cared for, and comfortable being authentic in the workplace. Participants will develop a greater sense of awareness of themselves and others, understand the ubiquitous presence and impact of implicit bias, and strategies for strengthening interpersonal interactions.

Module A-3: Maximizing Diversity and Difference

MGT will enhance the capacity of employees to have the awareness to understand difference and value diversity – all types of diversity including but not limited to age, race, gender, sexual orientation, political affiliation, and other characteristics that impact our work such as being a parent, having a physical disability, or a unique learning style. Participants will understand how their words and actions can promote a culture of inclusion so all employees and key stakeholders feel emotionally safe, respected, and comfortable being themselves in the workplace.

Module A-4: How to be an Anti-Racist.

“The only way to undo racism is to consistently identify and describe it – then work to dismantle it [and everything that creates inequitable treatment].” (Kendi, 2019) The same is true for bias related to age, women, homophobia, xenophobia, and other challenges that limit fairness and equity in the workplace. Participants will learn strategies to identify and break down social and professional barriers to access and success.

Impact - As a result of participation in this series of trainings, HACA employees will be able to:

- ☐ List 3-5 reasons why enhancing diversity at all employment levels and sustaining a culture of equity and inclusion is beneficial to HACA and the citizens of the State of Texas.
- ☐ Define and understand the science behind unconscious and implicit bias and identify strategies to maximize self-awareness and minimize the negative impact of bias.
- ☐ Identify current HACA policies and practices that promote or prevent equity, fairness, inclusion, and belonging.
- ☐ Understand and explain the historical context of race relations in America and the impact of government sanctioned policies and practices that have promoted institutionalized racism.
- ☐ Exhibit new behaviors and execution of strategies that promote a comfortable and inclusive environment for all current and future employees.

Executive Staff Training Module Methodology

Each training session will be customized to HACA’s specific context and their executive leadership team, remain grounded in research, and embed practice and action planning that prepares leaders for effective implementation. Modules 1 and 2 focus on enhancing individual capacity to lead and sustain a DEI-driven culture. Modules 3 and 4 focus on policies and practices that ensure HACA’s DEI-focused culture.

Module B-1: Creating a Culture of Awareness and Inclusion and the Reduction of Implicit Bias

While content expertise is important, great leaders also possess high emotional intelligence and ever-growing cultural awareness that allows them to understand the motivations and sensitivities of a diverse array of stakeholders including Board members, teammates, their direct reports, and the citizens they serve. This awareness and all related actions can allow all team members to feel safe, cared for, and

comfortable being authentic in the workplace. Executive team members will develop a greater sense of awareness of themselves and others, understand the ubiquitous presence and impact of implicit bias, and learn strategies for leading teams to strengthen interpersonal interactions that improve company culture.

Module B-2: Maximizing Diversity and Difference

MGT will enhance the capacity of senior leaders to have the awareness to understand difference and value diversity – all types of diversity including but not limited to age, race, gender, sexual orientation, political affiliation, and other characteristics that impact our work such as being a parent, having a physical disability, or a unique learning style. Executive team members will understand how their words and actions can promote not just a culture of inclusion where all employees and stakeholders feel emotionally safe, respected, and comfortable being authentic but also a culture of belonging.

Module B-3: Equity-Based Human Capital Practices

HACA's Executive staff will identify policies and practices that do not promote equity in its people and talent practices. MGT will help HACA's leadership assess and when necessary, redesign staff recruitment, interview, and selection processes that reflect a commitment to diversity and equity. Time will be spent assessing job descriptions, promotion policies, interview protocols, and decision-making considerations such as employee evaluation criteria, corporate training, and employee development practices.

Module B-4: How to Lead an Anti-Racist Organization

Ibram Kendi writes, "The only way to undo racism is to consistently identify and describe it – then work to dismantle it [and everything that creates inequitable treatment]." HACA has an opportunity to be a socially progressive organization by learning, designing, and implementing policies and practices that have an adverse impact on traditionally marginalized people – not just Black and Indigenous People of Color but also those who are impacted by age bias, gender bias, or people who demonstrate homophobia, xenophobia, or other discriminatory beliefs. Executive team members will identify strategies to identify and break down social and professional barriers to access, growth, and performance and create an action plan for implementation.

Impact - As a result of participation in this series of trainings, HACA's Executive staff will be able to:

- ☐ Demonstrate Emotional Quotient (EQ) and enhancing cultural awareness to drive individual and team performance.
- ☐ Assess the level of equity promoted by current practices and implement a human capital plan that promotes access, opportunity, development, and success.
- ☐ Understand and explain the historical context of race relations in America and the impact of government sanctioned policies and practices that have promoted institutionalized racism.
- ☐ Create and implement a comprehensive set of anti-racist practices across the organization.

General Consultant Meetings

MGT will participate in the design and facilitation of two consulting meetings with HACA's Executive staff, one prior to the first quarterly training session and one between the second and third training sessions. The goal of these meetings are as follows:

- ◆ Understand HACA's learning and growth goals for the training sessions.

- ♦ Clarify the objectives and training modality of each session.
- ♦ Determine strengths and gaps in HACA's DEI initiatives through analysis of anecdotal, qualitative and quantitative data, and develop an improvement action plan.
- ♦ Analyze effectiveness of past trainings and areas of focus for upcoming trainings.

Duration: Two 3-hour meetings

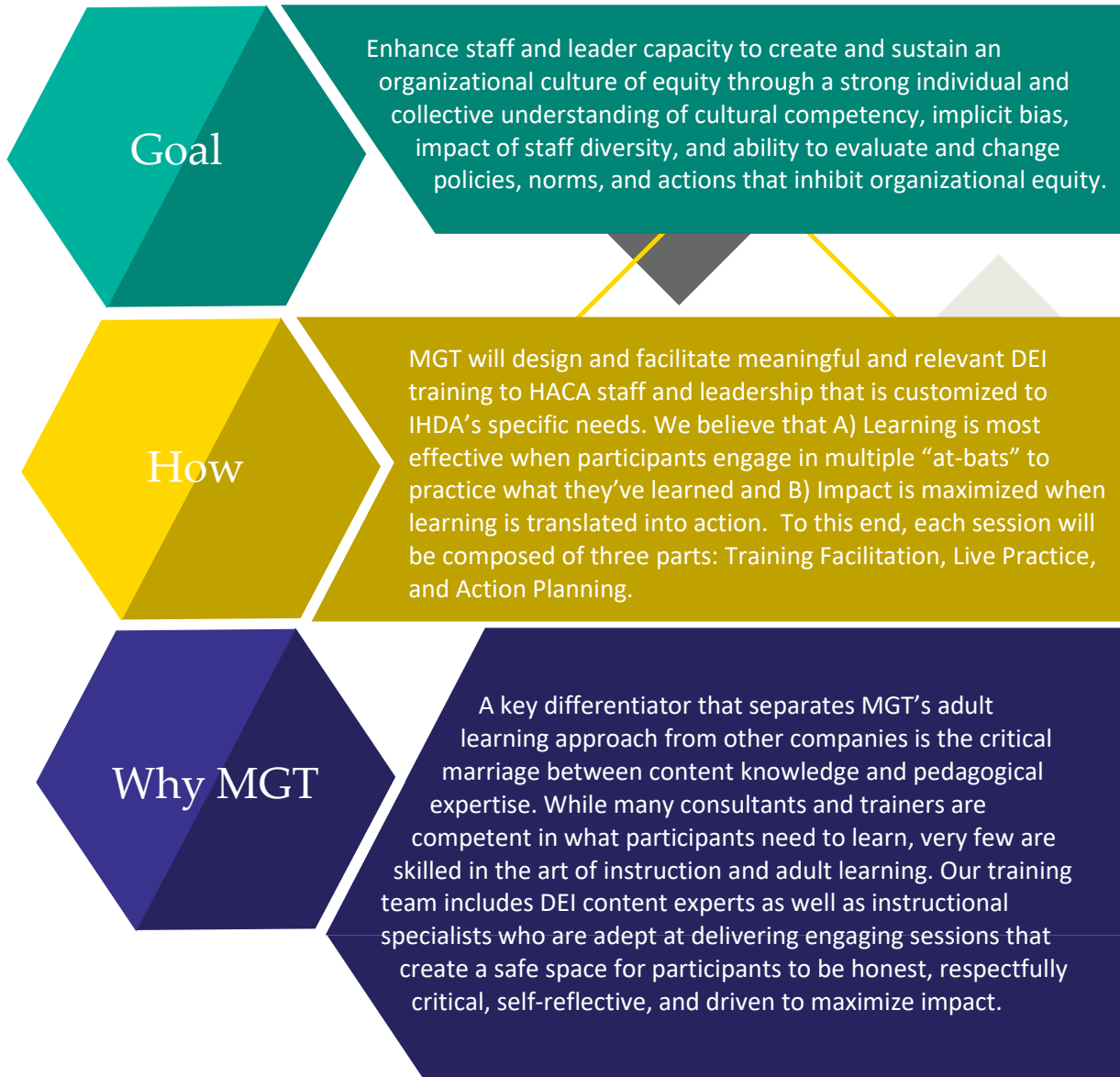
DEI Implementation Support

MGT will provide consultation support to HACA's Executive staff to assist the agency's diversity, equity, and inclusion initiative. This support is flexible and can meet a wide variety of needs including but not limited to the following:

- ♦ Expert consultation to enhance DEI strategic approach.
- ♦ Lead collaborative effort to create and socialize a company-wide anti-bias policy.
- ♦ Executive coaching for any HACA employee or leader who seeks leadership development (does not have to be specific to a DEI-related skillset). This coaching can enhance professional capacity and ensure leadership depth, continuity, and sustainability.
- ♦ Facilitation of team-wide coaching for any HACA group or department that has an unmet opportunity to improve or excel in a DEI-related area.
- ♦ Evaluation and improvement planning of current staffing practices such as recruitment strategies, interview protocols, hiring and promotion policies, and approach to staff development.
- ♦ Conduct and analyze the results of an organizational culture survey that provides insight on internal strengths and weaknesses in HACA's approach to creating a diverse, equitable, and inclusive environment for all employees.
- ♦ Establish the skeletal design of an equity-focused strategic plan.

Duration: 40 hours over the term of the project

Diversity, Equity, and Inclusion Training



Deliverable(s)

- ◆ Training Plan for each Department and/or
- ◆ Stakeholder Group, List of Training Vendors
- ◆ Train-the-Trainer Materials
- ◆ Training Curriculum

Assumptions

MGT has prepared the work plan and costs to conduct this audit based on the following assumptions:

1. HACA will provide existing data in an accessible electronic format.
2. HACA will provide, or assist MGT in acquiring, data from local sources.
3. MGT anticipates complete and timely access to necessary documents and personnel and requested information will be provided to MGT within five business days of request unless otherwise agreed upon.
4. HACA will assign its own Project Officer to this engagement. HACA's Project Officer will function as the single point of contact for the project and further coordinate and facilitate the flow of information and communication between MGT and project stakeholders.
5. Work and meeting space will be provided at the HACA's expense.
6. Meetings may be held virtually if there are public health concerns regarding COVID-19.
7. Final reports are assumed final, if we do not hear from within two weeks of report delivery (email or hard copy).

Timeline

Based on this project, MGT we will adhere to HACA's timeline, and upon award firm dates will be solidified during project initiation.

Task 1: Project Initiation	AUGUST 2021
Task 2: Organizational Assessment	SEPTEMBER–NOVEMBER 2021
Task 3: DEI Strategic Plan	DECEMBER 2021 APRIL 2022
Task 4: Develop Implementation Plan	MAY 2022 – JUNE 2022
Task 5: Training and 1:1 Leadership Coaching	JULY 2022 – DECEMBER 2022

Price Proposal

To complete all phases of the project and the optional item, the total all-inclusive cost is **\$118,397.03**. During initiation phase, and in conjunction with HACA representatives, we will determine and confirm number of training and total hours.

MILESTONES AND TASKS		HOURS	TOTAL
PHASE 1: POLICY AND PRACTICES REVIEW			
1.0	Project Initiation	34	\$7,721.10
	1.1 Initiate Project	34	\$7,721.10
2.0	Organizational Assessment	272	\$68,311.51
	2.1 Preparing to Conduct an Organizational Assessment	116	\$24,591.60
	2.2 Targeted Employee Focus Group, Interviews, and Community Meetings	84	\$26,475.30
	2.2 Assessment Summary Report	72	\$14,510.70
PHASE 2: ROADMAP FOR CHANGE			
3.0	DEI Action Plan	108	\$21,735.00
	3.1 Application of Assessment Findings to the DEI Plan		
PHASE 3: ROADMAP FOR IMPLEMENTATION			
4.0	Develop Implementation Framework	84	\$20,629.41
	4.1 Policy, Procedure, and Training Roadmap	46	\$9,439.20
	4.2 Community Relations Roadmap	38	\$8,280.00
5.0	Training and 1:1 Coaching	TBD	
	Training will be \$350 per hour and Development will be \$150 per hour		
TOTAL		498	\$118,397.03

Required Forms

Vendor Data Sheet



HOUSING AUTHORITY OF THE CITY OF AUSTIN
P.O. BOX 41119 AUSTIN TEXAS 78704-1119 (512) 477-4488
FEDERAL EXEMPT ENTITY #74-6000117

VENDOR DATA SHEET (ALL SUPPLIERS)

BUSINESS NAME (DBA) MGT of America Consulting, LLC			
ADDRESS 4320 West Kennedy Boulevard			
CITY Tampa	STATE Florida	ZIP 33609	PHONE 888.302.0899 FAX 850.385.4501
TYPE OF OWNERSHIP <input checked="" type="checkbox"/> LLC (Limited Liability Company) <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> JOINT PROPRIETORSHIP			
IF MINORITY, WHAT STATUS? <input type="checkbox"/> BLACK <input type="checkbox"/> HISPANIC <input type="checkbox"/> AMERICAN <input type="checkbox"/> ALASKAN <input type="checkbox"/> NATIVE <input type="checkbox"/> WOMAN <input type="checkbox"/> ASIAN <input type="checkbox"/> AMERICAN <input type="checkbox"/> MBE CERTIFIED			
FEI# 81-0890071		FORM 1099 REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	
BUSINESS DESCRIPTION Professional and Management Consulting Services			

PRINCIPALS/OWNERS

NAME	TITLE	PHONE	ADDRESS
MGT of America	Parent Company owns 100%	888.302.0899	4320 West Kennedy Boulevard, Tampa, Florida 33609

BUSINESS REFERENCES

NAME	TITLE	ADDRESS	PHONE

REMITTANCE ADDRESS

NAME MGT of America Consulting, LLC			
ADDRESS PO Box 17780			
CITY Clearwater	STATE Florida	ZIP 33762-0780	PHONE 888-302-0899
EMAIL ADDRESS: arinv@mgtconsulting.com			

Arin V. Hamon
AUTHORIZED SIGNATURE

Executive Vice President
TITLE

05/14/2021
DATE

5/15/15

A Fair Housing And Equal Employment Opportunity Agency

VENDOR DATA SHEET

W9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.		Give Form to the requester. Do not send to the IRS.																																																												
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MGT OF AMERICA, LLC 81-0878597																																																																
2 Business name/disregarded entity name, if different from above MGT OF AMERICA CONSULTING, LLC 81-0890071																																																																
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																																
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>																																																																
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																																
5 Address (number, street, and apt. or suite no.) See instructions. 4320 WEST KENNEDY BLVD., SUITE 200																																																																
6 City, state, and ZIP code TAMPA, FL 33609																																																																
7 List account number(s) here (optional)																																																																
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																																
<table border="1"> <tr> <td>Sign Here</td> <td>Signature of U.S. person ▶</td> <td>Date ▶</td> <td colspan="2">1/5/2021</td> </tr> </table>					Sign Here	Signature of U.S. person ▶	Date ▶	1/5/2021																																																								
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																																

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

VENDOR DATA SHEET

Non-Collusion Affidavit

RETURN WITH BID

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

Prime Bidder

STATE OF FLORIDA

COUNTY OF LEON

Fred Seamon

, being first duly sworn, deposes and says:

Executive Vice President of

That he is MGT of America Consulting, LLC the party making the foregoing
(A partner or officer of the firm, corp., of etc.)

proposal or bid and attests to the following:

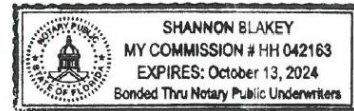
- (1) That affiant employed no person, corporation, firm association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building of project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for solicitation the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.
- (3) That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Austin or any person interested in the proposal contract; and that all statements in said proposal or bid are true.

Fred Seamon
Signature*

Subscribed and sworn to me this 14th day of May, 20 21

SBlakey

My Commission expires October 13, 20 24



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

Representations, certifications, and other statements of bidders

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

Fred Seamon, Executive Vice President [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

☒ [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you) N/A

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

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

The bidder represents and certifies that it:

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

(b) [] is, [X] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

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

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid. N/A

13. Bidder's Signature

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



May 14, 2021

(Signature and Date)

Fred Seamon
(Typed or Printed Name)

Executive Vice President
(Title)

MGT of America Consulting, LLC
(Company Name)

4320 West Kennedy Blvd., Tampa, FL 33609
(Company Address)

Addenda

ADDENDUM #1

April 29, 2021

Project Number: Diversity, Equity, & Inclusions (DEI) Consultant
HACA-21-Q-0239

Housing Authority of the City of Austin

Tiffany Middleton

1124 South IH 35

Austin, Texas 78704

(512) 477-4488

fax (512) 477-3979

Acknowledge receipt of this Addendum by inserting this document in the Bid Proposal. Failure to do so may subject Bidder to disqualification. This Addendum forms a part of the Contract Documents as follows:

Clarification on Due Date:

Qualifications responses are due by May 20, 2021 at 5:00 P.M./CST to https://ha.internationalprocurement.com/requests.html?company_id=10217. Interested parties who wish to respond to this solicitation must register with the eProcurement Marketplace and submit the required documents electronically to https://ha.internationalprocurement.com/requests.html?company_id=10217 by 5:00 PM/CST February 26, 2021. Proposal packets may be obtained on the eProcurement Marketplace (as our Agency is paying all costs for the use of this Marketplace, there will not be any additional charges to your firm to use this Marketplace to download the RFP documents or submit a response to our Agency). To take part in this process, please follow these instructions:
DIRECTIONS TO ACCESS THE EPROCUREMENT
MARKETPLACE

CORRECTION: Qualifications responses are due by May 20, 2021 at 5:00 P.M./CST

VENDOR DATA SHEET

to https://ha.internationalprocurement.com/requests.html?company_id=10217 Interested parties who wish to respond to this solicitation must register with the eProcurement Marketplace and submit the required documents electronically to https://ha.internationalprocurement.com/requests.html?company_id=10217 by **May 20, 2021 at 5:00 P.M./CST**. Proposal packets may be obtained on the eProcurement Marketplace (as our Agency is paying all costs for the use of this Marketplace, there will not be any additional charges to your firm to use this Marketplace to download the RFP documents or submit a response to our Agency). To take part in this process, please follow these instructions:
DIRECTIONS TO ACCESS THE EPROCUREMENT
MARKETPLACE

Fred Seamon

HOUSING AUTHORITY OF THE CITY OF AUSTIN

BOARD ACTION REQUEST

RESOLUTION NO. 02756

AUSTIN AFFORDABLE HOUSING CORPORATION

ITEM NO. 3.

MEETING DATE: July 21, 2022

STAFF CONTACT: Ron Kowal, Vice President of Housing Development/Asset Mgmt

ITEM TITLE: Presentation, Discussion, and Possible Action on Resolution No. 02756 by the Board of Commissioners of the Housing Authority of the City of Austin (the “Authority”) to take the following actions with regard to the Bell Steiner Apartments (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

The board is being asked to approve Resolution No. 02756 authorizing HACA to take the following actions with regard to the Bell Steiner Apartments (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution.

SUMMARY

Background:

Austin Affordable Housing Corporation (AAHC) has been presented an opportunity to partner with L & M Development partners, to purchase a 302 unit multi-family rental property called Bell Steiner Apartments. The development is located at 4800 Steiner Ranch Boulevard, Austin, Texas 78732, an extremely high opportunity area of 620 and the Steiner Ranch residential development. This would be the fourth asset partnering with L & M Development Partners. AAHC currently owns several developments in the area, including recently acquired Bridge at Canyon Creek and Bridge at Volente. If approved this will allow the creation of at least 50% of the units to be leased to residents below 80% AMI with 10% of the units at 60% AMI over the next 12 months. These rent reductions average over \$350 per month below current market rents, with the 3 bedroom units seeing a reduction of \$565 per month.

Founded in 1984, L & M is a full service real estate development firm which develops, invests, constructs, and manages properties in many parts of the country. Currently ranked #17 on the Affordable Housing Finance’s Top 50 Developers list nationwide, L & M is responsible for approximately \$10 billion in

development and investment, and has acquired, built, or preserved nearly 35,000 units. AAHC is working with Eben Ellertson, Head of Fund Management and Amanda Ryzowy.

The Bell Steiner Apartments were built in 2016 and sits on 51.9 acres. Some of the property amenities include a resort style swimming pool with lounge seating, splash pad and waterfall-fed lap pool, modern game room and media room, a digital café with a Starbucks coffee bar, a large conference room and business center, state of the art fitness center and a fenced dog park. There are 127 attached garages, 32 detached garages and 75 carports. The property feeds into the highly desirable award winning Leander school District with Steiner Ranch Elementary, Canyon Ridge Middle School and Vandegrift High School. The property's location provides fantastic access to many employers, retail shops, grocery stores and medical providers. Below is a breakdown of the many variations of unit sizes. The property is currently 99% occupied and rents currently range from \$1,640 for a 1 bedroom to \$2,858 for a 3 bedroom.

		Market Rent	80% AMI Rent	60% AMI Rent
36 Studio Units	670 Square Foot	\$1,640	\$1,546	\$1,159
106 1bd/1bath	801 Square Foot	\$1,999	\$1,656	\$1,242
104 2bd/2.2bath	1,221 Square Foot	\$2,384	\$1,986	\$1,489
56 3bd/2.2bath	1,614 Square Foot	\$2,858	\$2,294	\$1,721

Process:

The purchase price for the Bell Steiner Apartments is \$99,500,000. L & M will be investing approximately \$30,000,000 as a down payment and capital needs reserves. CBRE Capital Markets will provide a Freddie Mac affordable loan with a not to exceed \$38,000,000 at a rate of approximately 4.75%. AAHC will not have any liability and will not be responsible for any guarantees required by the lender other than standard carve outs. A current lease audit is underway to determine the initial number of units already qualified under 80% AMI. AAHC and L&M are committed to leasing units to all eligible voucher holders. The property will be managed by Apartment Management Professionals. L & M has agreed to use the name "Bridge at" for naming the property once closed.

Staff Recommendation:

Board approval will allow HACA to take the following actions with regard to the Bell Steiner Apartments (the "Development") in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this Resolution

RESOLUTION NO. 02756

Resolution authorizing the Housing Authority of the City of Austin to take the following actions with regard to the Bell Steiner Apartments (the “Development”) in Austin, Texas: (i) acquire the site of the Development; (ii) lease the Development site to the owner of the Development; and (iii) such other actions necessary or convenient to carry out this resolution.

WHEREAS, Austin Affordable Housing Corporation (“AAHC”) has agreed to participate in the acquisition and rehabilitation of the Development;

WHEREAS, in connection therewith, the Housing Authority of the City of Austin (“HACA”) has agreed to acquire certain real property in Austin, Texas (the “Land”), which constitutes the site for the Development, and to simultaneously lease the Land to SR Property Owner LLC (or such similarly named entity as approved by AAHC, the “Owner”), the managing member of which is an affiliate of AAHC, under a long-term ground lease (the “Ground Lease”);

NOW, THEREFORE, the Board of Commissioners of HACA hereby approves and adopts the following resolutions, and hereby authorizes its Chief Executive Officer (or the Chief Executive Officer’s designee) to do the following on behalf of HACA:

1. Acquire the Land and enter into the Ground Lease with the Owner.
2. Review, execute and approve the Ground Lease and all such other documents necessary to effectuate the acquisition of the Land, execution of the Ground Lease and Owner’s acquisition of the Development, including but not limited to such security instruments and estoppel certificates as any lender involved with the financing of the acquisition and renovation of the Development may require, all on such terms and containing such provisions as the Chief Executive Officer (or his designee) shall deem appropriate, and the approval of the terms of each such instrument shall be conclusively evidenced by his execution and delivery thereof.

This resolution shall be in full force and effect from and upon its adoption.

[End of Resolution]

PASSED, APPROVED AND ADOPTED this 21st day of July, 2022.

CHAIRMAN

ATTEST:

SECRETARY

HOUSING AUTHORITY OF THE CITY OF AUSTIN
REPORT
FINANCE
ITEM NO. 4.

MEETING DATE: July 21, 2022

STAFF CONTACT: Barbara Chen, Chief Financial Officer

ITEM TITLE: Update from HACA Chief Financial Officer on HACA and subsidiary finances

BUDGETED ITEM: N/A

TOTAL COST: N/A

ACTION

No Board action needed. Oral report by HACA CFO Barbara Chen.