

CITY OF MOORE
Department of Capital Planning and Resiliency

**Request for Qualifications: Subrecipient to Operate a Down Payment and
Closing Cost Assistance Program**
RFQ #1617-04

NOTICE IS HEREBY GIVEN that the City of Moore - Department of Capital Planning and Resiliency will receive sealed Request for Qualifications in the office of City Clerk, Purchasing Division, City of Moore, Moore City Hall, 301 North Broadway, Suite 142, Moore, Oklahoma 73160 for a Subrecipient to Operate a Down Payment and Closing Cost Assistance Program. RFQ's will not be accepted after 3:00pm CST, January 30, 2017.

Responses will be made in accordance with the specifications, and these specifications are on file and available for examination, or may be obtained from the office of the Purchasing Agent, Moore City Hall.

Six (6) bound copies & one (1) PDF copy on CD or thumb drive, addressed to the Office of the City Clerk, Purchasing Division will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

"RFQ #1617-04"
**Subrecipient to Operate a Down Payment and Closing
Cost Assistance Program**

Proposals received more than ninety-six (96) hours [excluding Saturdays, Sundays and holidays], before the time set for the receipt of proposals will not be considered.

The City of Moore - Department of Capital Planning and Resiliency, reserves the right to accept the proposal which, in the judgement of the City, is the best for the application of needs, materials and services as covered in the specifications, and determined the best, overall, for the good of the City of Moore - Department of Capital Planning and Resiliency.

The City of Moore - Department of Capital Planning and Resiliency reserves the right to reject any and all bids; waive irregularities and formalities in any proposal submitted. In addition, the City of Moore - Department of Capital Planning and Resiliency will reserve the right to contract with one or more parties to perform identical services as deemed appropriate.

The City of Moore - Department of Capital Planning and Resiliency is an equal opportunity employer.

Barbara Furgiani, Purchasing
Agent (405) 793-5022

The City of Moore
Moore, Oklahoma



Request for Qualifications

**“Subrecipient to Operate a Down Payment and
Closing Cost Assistance Program”**

RFQ #1617-04

Due Date: January 30, 2017, 3:00pm CST

**City Clerk’s Office
301 N. Broadway Avenue
Moore, Oklahoma 73160**

Overview

A. Introduction

The City of Moore, Oklahoma is seeking a qualified non-profit entity (the "Subrecipient") for:

The Subrecipient will be responsible for administering a CDBG-DR Down Payment Assistance Program in a manner satisfactory to the City and consistent with the standards required.

B. Background

The City of Moore was authorized to receive funding under the Disaster Relief Appropriations Act (the "Act"), which was signed into law by President Barack Obama on January 29, 2014, to offer relief to the City for damages suffered during the EF5 tornado in May 2013.

The DPA program is designed to encourage the rebuilding of housing by providing a subsidy for down payment and closing costs to households whose incomes are between 50% and 80% of Area Median Income (AMI) to acquire homes in the tornado impacted area.

The launch date of the program will be determined after the City has entered into a Subrecipient Agreement with the successful applicant.

The Grants Manager, Department of Capital Planning and Resiliency (CP&R) is responsible for contract management.

C. Contract Period

The proposed contract shall have a one year primary term with additional years of service to be negotiated up to a maximum term allowed by the City's procurement code. The Term of the contract shall begin March 7, 2017 at 12:01 am, unless an alternate date is agreed upon by the City and Subrecipient.

Scope of Work

A. General

The Subrecipient will be responsible for administering a CDBG-DR Down Payment Assistance Program ("DPA Program") in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

- The following documents provide background on the DPA program and its expected operations:
 - [The Downpayment and Closing Costs Assistance Program](#)
 - CDBG-DR Down Payment Assistance Program Manual located on the City's website at: <https://cpr.cityofmoore.com/>

B. Specifications

The following scope is meant to be representative. Final Scope shall be negotiated with selected subrecipient.

The DPA Program will include the following activities eligible under the Community Development Block Grant Disaster Recovery (CDBG-DR) program:

1. Program Delivery

i. Marketing

- The City will provide, or cause to be provided, marketing for the DPA program.
- The City requires the Subrecipient to participate in the City's marketing plan by maintaining supplies of any brochures, applications or other materials the City requires.
 - Specific marketing materials will be provided by the City at the request of the Subrecipient
- The Subrecipient will also maintain a stock of HUD approved Fair Housing brochures and prominently display the HUD Fair Housing emblem in the office where households apply, are interviewed or receive loan counseling
 - Brochures shall be available for those who: have limited English proficiency or are disabled.

ii. Application Intake, Qualification and Documentation

- The Subrecipients will provide application intake, qualification and documentation services to the City for the implementation of the DPA program.
- The Subrecipient will provide all activities based on the application provided by the City and in accordance with the City of Moore, Oklahoma CDBG-DR Down Payment Assistance Program Manual (DPA Manual) which is available at cpr.cityofmore.com and is incorporated herein;

iii. Loan Counseling

- The Subrecipient will provide (or cause to be provided) loan counseling to all households deemed eligible and qualified for the DPA program.
- Loan Counseling shall be to the current HUD standard.
- Loan Counseling shall be provided by qualified persons who hold the certifications required

iv. Communication

- The Subrecipients shall maintain communication with the City by:
 - Submitting a required monthly report providing accomplishment; demographic; and progress data;
 - Working with City staff to overcome barriers and operating the program in an efficient, effective and compliant manner; and
 - Following the policies and procedures provided by the City in the DPA Manual

2. GENERAL ADMINISTRATION

The Subrecipient agrees to administer the City's Down Payment Assistance (DPA) program in accordance with the City's CDBG-DR DPA Manual. The DPA Manual is available at cpr.cityofmoore.com

i. Governing Law

The Subrecipient Agreement will be governed by:

- Title I of the Housing and Community Development Act of 1974, as amended;
- The Federal regulations contained at 24 CFR Part 570;
- Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended;
- Compliance with Federal Register Notices governing the expenditure of the City's allocation of

CDBG-DR funds:

- Public Law 113-2: Disaster Relief Appropriations Act, 2013 (at HR 152-34);
- The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013;
- The HUD Federal Register Notice at 78 FR 23578 published April 19, 2013;
- The HUD Federal Register Notice at 78 FR 76154 published December 16, 2013.
- Compliance with all applicable standards, orders, or requirements issued under:
 - Section 306 of the Clean Air Act (42 U.S.C. 1857(h));
 - Section 508 of the Clean Water Act (33 U.S.C. 1368);
 - Executive Order 11738;
 - Environmental Protection Agency regulations (40 CFR part 15);
 - Environmental Reviews (24 CFR Part 58);
 - Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995].
 - In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements listed herein:
 - Executive Order 11246, as amended;
 - Section 3 of the Housing and Urban Development Act of 1968, as amended.
- The applicable laws of the State of Oklahoma;
 - The subrecipient agrees that where conflicts may exist between State and Federal law, Federal law and practice shall take precedence; and
- By the laws and regulations promulgated by the City for the CDBG-DR program.

C. Other Requirements

i. Reporting Requirements

Subrecipient shall provide the City with reports describing certain information on a periodic basis that will assist the City and subrecipient in managing the Contract. The reports shall inform the City's Governing Body and the general public. Reporting requirements are subject to change as needed for providing information on the progress of the DPA program. All reports shall be in summary format with detailed quantitative and financial information, available upon request by the City. Examples of required monthly reports are listed below. The listing is not inclusive and shall be changed as needed with concurrence by the City and Subrecipient.

- Demographic Profile of Clients Served
- Status Report of All Participant Households in the DPA Program
- Quarterly Summary Narrative

ii. Site Visits

Site visits will be held on an as-needed basis.

Submittal Requirements

A. Submittal Forms

Technical Qualifications must be submitted in a sealed envelope listing the following information on the outside:

Subrecipient to Operate a Down Payment and Closing Cost Assistance Program

Technical Qualifications shall cover the scope of work. Subrecipient may add additional relevant information.

B. Number of Copies

Six (6) Bound Copies & one (1) PDF copy on CD or thumb drive

C. Point of Contact

Jared Jakubowski

Capital Planning and Resiliency

City of Moore

301 N. Broadway Moore, Oklahoma 73160

405-793-4571 phone

jaredj@cityofmoore.com

D. Forms, Attachments and Exhibits

Form 1; Attachments 1, 2, & 3; and Exhibits C, D, & E shall be executed and included in the Subrecipient's Submittal.

E. Technical Submittal Outline

Submittals shall include answers to questions, requirements, and forms identified in this outline. It is not necessary to repeat the question in the submittal; however it is essential to reference the question number with the corresponding answer.

i. Minimum Technical Submittal Requirements

- Technical Submittal shall not exceed 100 pages, including any appendices.
- Include a cover letter summarizing why the subrecipient is interested in this project. A party authorized to bind the entity submitting the qualifications, as well as the subrecipients project manager, must sign the cover letter. (See Form 1 and Attachments 1 & 2)
- Identity of subrecipients including central address, telephone number, and email address. (See Form 1)
- A Statement that the submittal is effective for the proposed start date of January 23, 2017.
- A detailed description of corporate structure, including parent companies, subsidiaries, and partnerships. Identify both the project manager and the corporate contact proposed for this project.
- Provide the number of years the subrecipient has been in the business of providing DPA program implementation services
- Provide a Summary list of any pending, settled, tried, or other litigation the subrecipient's firm has been involved in for the past five (5) years, with their current status. (See Form 2)
- Include a statement describing the Subrecipient's organization and outlining its approach to completing the work required by this solicitation. This statement shall illustrate the Subrecipient's overall understanding of the project.
- Provide a work plan that explains how Subrecipient will carry out the objectives of the project. Work plan shall describe staffing levels, including that of key administrative personnel and subcontractors,

and proposed approach to providing services. Organizational charts showing the staffing structure as well as the relationship of the Subrecipient, its major subcontractors, and the City shall be provided. Provide resumes of key employees in proposed on-site and off-site management positions, including applicable technical licenses and degrees.

- Provide proposed transition plan and methods to be used to maximize knowledge and experience of current staff and minimize employee turnover. Explain how your firm plans to minimize employee turnover.
- Provide Summary of all reports and forms to be used by the Subrecipient, with information as to frequency and purpose.
- List, in detail, any types of subcontractors anticipated to be hired at cost in excess of \$50,000 per year. Provide nature and amount of subcontract. (See Form 2)
- Describe company's philosophy and practice in working within the community it services.
- Describe subrecipient's procedures for communicating with residents to inform them as to the status of the DPA program. Include subrecipient's recent experience (past five years) in performing work similar to that anticipated herein. Subrecipient shall have at least one contract of equivalent size and complexity for managing a DPA Program in Oklahoma. This description shall include the following:
 - a. Dates of service
 - b. Name and address of client organization
 - c. Name and telephone number of individual in the client organization who is familiar with the project
 - e. Short description of services provided
- Provide Summary List of all incidents of regulatory violations occurring in the company's contract operations within the last 5 years in Oklahoma.
- Include documentation of any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a subrecipient from consideration. A potential conflict of interest includes, but is not limited to:
 - a. Accepting an assignment where duty to the client would conflict with the subrecipients personal interest, or interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.

Evaluation and Selection

A. Evaluation of Qualifications

Qualifications will be evaluated on the subrecipient's ability to provide services that meet Moore's the requirements of the DPA program. The City reserves the right to make such investigations as it deems necessary to determine the ability of the subrecipient to provide services meeting a satisfactory level of performance in accordance with the City's requirements. The subrecipient shall furnish such information and data for this purpose as the City may request, at no cost to the City. Interviews and presentations by one, several, or all of the subrecipients may be requested by evaluators if deemed necessary to fully understand and compare the subrecipient capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

1. Submittals shall provide a straightforward, concise description of the subrecipient's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's objectives.
2. Qualifications and any other information submitted by potential subrecipients in response to this RFQ shall become the property of the City.
3. Subrecipients shall prepare and develop submittals at the sole cost and expense of the subrecipient.
4. Submittals that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the City, at its option.
5. The City makes no representations of any kind that an award of contract will be made as a result of this RFQ. The City reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, and/or delete any item or requirement from this RFQ when deemed to be in City's best interest.
6. Receipt of an addendum to the RFQ by a Subrecipient must be acknowledged by submitting the signed addendum with the submittal.
7. A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the subrecipient's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

EVALUATION CRITERIA		POSSIBLE POINTS
1	Proposed technical method and approach for fulfillment of the contract	25
2	Quality and innovation of Subrecipient response to specific questions and concerns	15
3	Staff experience and qualifications of proposed on-site management employee(s) and off-site management contact(s).	30
4	Organizational experience and resources in management of down payment and closing cost assistance programs	30
TOTAL		100

Miscellaneous

A. Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

B. City's Reservation of Rights

The City reserves the right to reject any and all submittals and re-solicit for new qualifications, or to reject any and all submittals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any subrecipient to this RFQ for any project and no such representation is intended or should be construed by the issuance of this

RFQ.

C. Clarification

The City may, in the evaluation of submittals, request clarification from subrecipients regarding their submittals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

D. Acceptance of Evaluation Methodology

By submitting a response to this RFQ, the subrecipient accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.

E. No Reimbursement for Cost

Subrecipient acknowledges and accepts that any costs incurred from the Subrecipient's participation in this RFQ process shall be at the sole risk and responsibility of the Subrecipient. Subrecipient will submit proposals at their own risk and expense.

F. Ethical Conduct

The City of Moore expects the highest level of ethical conduct from Subrecipients including adherence to all applicable laws and local ordinances regarding ethical behavior.

G. Right to Terminate Negotiations

If an agreement cannot be made with the highest scoring Subrecipient, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Subrecipient.

H. Presentations

Finalists in the selection process may be asked to attend an interview once the RFQ process is complete. The finalists may be asked to confirm their qualifications via a presentation to the City's Selection Team.

I. Modification

Submittals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of proposals.

J. Acceptance of Qualifications

Acceptance of submittal is contingent upon the Subrecipient's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City's Procurement Code.

H. Requests for Explanations by Subrecipients

Any explanation desired by the subrecipient regarding the meaning or interpretation of any part of this RFQ must be requested in writing to cdbg@cityofmoore.com by January 12, 2017 and responses will be posted at

www.cityofmoore.com on January 16, 2017. Oral explanations or instructions given prior to the opening of the offer shall not be binding.

Schedule

The following is a detailed schedule of events for the RFQ process, which is subject to modification by the City:

- **December 29, 2016:** Advertise RFQ
- **January 5, 2017:** Advertise RFQ
- **January 12, 2017:** Questions due to the City
- **January 16, 2017:** Responses to submitted questions posted online
- **January 30, 2017:** RFQ responses due to the City
- **January 31- February 3, 2017:** Selection Committee evaluate and shortlist candidates
- **February 7, 2017:** Consultant interviews
- **February 10, 2017:** Notify first ranked team and interviewees
- **February 11-22, 2017:** Negotiate contract
- **March 6, 2017:** City Council meeting
- **March 7, 2017:** Contract execution / notice to proceed

Form 1: Moore, OK Transmittal Letter

(To be typed on Subrecipient’s Letterhead)

Brooks Mitchell, Interim City Manager

City of Moore 301 N. Broadway
Moore, Oklahoma 73160

Dear Mr. Mitchell:

_____ (" Applicant ") hereby submits its Qualifications in response to the Request for Qualifications for as a Subrecipient to Operate the City’s DPA Program issued by the City of Moore, Oklahoma.

As a duly authorized representative of the Subrecipient, I hereby certify, represent and warrant, on behalf of the Subrecipient team, as follows in connection with the submittal:

- 1. The Subrecipient acknowledges receipt of the RFQ and the following addenda:

- 1. The submittal of the Qualifications has been duly authorized by, and in all respects is binding upon, the Subrecipient. Attachment 1 to this Form is a Certificate of Authorization that evidences my authority to submit the proposal and bind the Subrecipient.
- 2. All Project Team members identified to date are identified in Attachment 2 to this Form.
- 3. A Certificate of General Liability, Automobile Liability and Worker’s Compensation(if applicable) Insurance
- 4. All information and statements contained in the proposal are current, correct, and complete, and are made with full knowledge that City of Moore will rely on such information and statements in selecting the selected Subrecipient and executing the Agreement.
- 5. The proposal has been prepared and is submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the services contemplated by the RFQ.
- 6. Neither the Subrecipient, nor any project Team Member is currently suspended or debarred from doing business with any governmental entity.
- 7. The Subrecipient has reviewed all of the engagements and pending engagements of the Subrecipient, and no potential exists for any conflict of interest or unfair advantage.
- 8. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee, or on any other such fee basis, except bona fide employees of the Subrecipient.
- 9. The principal contact person who will serve as the interface between the City of Moore and the Subrecipient for all communications is:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

10. The individuals who will be the Subrecipient's key technical and legal representatives are set forth below:

Technical Representative:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

Legal Representative:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
FAX: _____
EMAIL: _____

11. The Subrecipient has carefully examined all documents constituting the RFQ and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFQ and such addenda, offers to furnish all plant, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFQ and the Qualifications.

Name of Subrecipient: _____
(Print or type)

Name of Designated Signatory: _____
(Print or type)

Signature: _____

Title: _____
(Print or type)

(Notary Public)

State of _____

County of _____

On this _____ day of _____, 2017 before me appeared _____ personally known to me to be the person described in and who executed this _____ and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

(Signature)

(seal)

Notary Public in and for the State of _____

(Name Printed)

My Commission Expires

My Commission Number

ATTACHMENT 1: CERTIFICATE OF AUTHORIZATION

I, _____, a resident of _____ in the state of _____ DO HEREBY CERTIFY that I am the Clerk/Secretary of _____ a corporation duly organized and existing under and by virtue of the law of the State of _____, that I have custody of the records of the corporation; and that as of the date of this certification, holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and behalf of the corporation the response submitted by the corporation as part of the (insert name of the applicant) Subrecipient's response to the Request for Qualifications #1617-04 Subrecipient to Operate a Down Payment and Closing Cost Assistance Program and all documents, letters, and certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have here unto set my hand and affixed the corporate seal of the corporation this _____ day of _____ 2017.

(Affix Seal Here)

(Clerk/Secretary)

***Note:** *Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the proposal. Contractors shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.*

Attachment 3: Subrecipient Information

(INSERT TITLE)

Subrecipient Information

ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE CITY OF MOORE WILL BE AUTOMATICALLY DEEMED NON-RESPONSIVE IF THEY FAIL TO CONTAIN THE COMPLETED ORIGINAL OF THIS FORM. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Subrecipient _____

Person signing this form: _____ Title: _____

Phone Number _____ Fax Number _____

Email Address _____

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Moore, Oklahoma is entitled to rely thereon:

1. Business is (check one)

- A corporation
- A limited liability company
- A limited liability partnership
- A general partnership
- A sole proprietorship
- Other

2. Business Address: _____

3. State of incorporation or organization:

- Oklahoma
- Other: _____

If other, attach certificate of authority to do business in Oklahoma.

4. List all other trade names (if any) used by the Subrecipient:

5. (a) Identify all officers, directors, managing or general partners, or managing members:

Name

Address

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Identify officers, directors, members, and owners of 5% or more interest in the proposing entity or any other member for the project team:

Name

Address

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Identify all subcontractors to which the Business intends to give 5% or more of its total, subcontractor work on this contract.

Name of Subcontractor

Contact

_____	_____
_____	_____
_____	_____

7. Identify any parent organization of the Subrecipient.

Parent's Name _____

- A corporation
- A limited liability company
- A limited liability partnership

- A general partnership
- A sole proprietorship
- Other

State of Incorporation or organization: _____

8. Has the Subrecipient, its parent organization, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of nolo contendere, or otherwise admitted to:
- a) the commission of a criminal offense as an incident to obtain a public or private subcontract, or in the performance of such contract or subcontract?
Yes No
 - b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offence indicating a lack of business integrity or business honesty?
Yes No
 - c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?
Yes No
 - d) to the fraudulent, criminal, or other seriously improper conduct while participating in a joint venture or similar arrangement?
Yes No
 - e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements, or transactions?
Yes No
 - f) had a history of failure to perform, or a history of unsatisfactory performance of the one or more public contracts, agreements or transactions?
Yes No
 - g) willfully violated a statutory or regulatory provision, or requirement applicable to a public contract, agreement or transaction?
Yes No

EXPLAIN ANY "YES" ANSWER TO QUESTION 8 ON AN ATTACHED SHEET.

9. Subrecipients shall identify each case within the last five (5) years where:
- A civil, criminal, administrative, bankruptcy, litigation or other similar proceeding was filed or is pending, if such proceeding arises from, or is related to a dispute concerning the Subrecipient's rights, remedies or duties under an

Agreement for the operation or delivery of a down payment and closing cost assistance program;

A county, municipality, or other entity terminated a written Agreement with the Subrecipient concerning the operation or delivery of a down payment and closing cost assistance program; or

Administrative fines, liquidated damages, or other penalties were deducted from the Subrecipient's payments under a contract for the operation or delivery of a down payment and closing cost assistance program. **For each case identified, the Subrecipient must describe the basic facts concerning the case and its current status.**

Any case or proceeding brought within the last ten years by the Securities and Exchange Commission that involves the Subrecipient, any parent corporation, subsidiary, affiliated business entity, or any owner or officer of the Subrecipient.

10. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE CITY OF MOORE OR THE MOORE PUBLIC WORKS AUTHORITY. _____ *(Initial)*

11. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.
_____ *(Initial)*

Dated: _____

Signature: _____

Name: _____
(Print or type)

Title: _____

NON-COLLUSION AFFIDAVIT OF VENDOR

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS.
STATE OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of _____
(Firm's Name)

and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Moore, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____, has not pled guilty to or been convicted of a
(Firm's Name)
felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
2. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ has been convicted of a
(Firm's Name)
felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Exhibit D: Byrd Amendment Certification

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Signature	
Printed Name	
Position	
Date	

Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- 1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFQ is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification;
- 2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFQ is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- 3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

Signature	
Printed Name	
Position	
Date	

Attachment 4: Program Outline

Down Payment and Closing Cost Assistance Program		
Eligible Properties	Type	<ul style="list-style-type: none"> • Eligible properties are residential single family detached homes which will be used as the primary residence of the borrower (s). • Eligible existing properties must be unoccupied for 90 days before the home buyer signs a sales contract for the property. • Eligible new construction properties must have a certificate of occupancy.
	Price	<ul style="list-style-type: none"> • The price of the property cannot exceed \$133,000 for an existing residence, and \$155,000 for a newly constructed residence. • An appraisal of the property is required.
	Condition	<ul style="list-style-type: none"> • The property must meet all applicable City zoning and building code requirements, and have a shelter or safe room that meets or exceeds the FEMA standard established at FEMA P-320 and P-321, as determined by City Inspector. • All units must meet or exceed Ordinance: 768(14) 3/17/14 Dwelling code 5-204 C
	Location	<ul style="list-style-type: none"> • The property must be located within the tornado impacted area.
Eligible Applicants	<ul style="list-style-type: none"> • Households whose income is between 50% and 80% of the area median. • All household members must provide proof of US citizenship or Resident Alien status. • The prospective homebuyer must submit an application and undergo loan counseling. • All applicant households must undergo a Duplication of Benefits review. 	
Financial	<ul style="list-style-type: none"> • The home buyer(s) must obtain Pre-Approval Letter from a lender • Total housing expenses cannot exceed 32% of the income; • Debt-to-income ratio cannot exceed 42% of income. • Loan origination fees for the first mortgage cannot exceed 3% of total cost of home. • Estimated closing costs are anticipated to be 4% of the price of home. • Buyer's contribution is expected to be a minimum of 1% of the price of home. • Buyers must have three months of mortgage payments in the bank at closing. • Conditions: Five year forgivable loan, forgiven 1/5th per year; home purchased must be primary residence for loan term. Total assistance cannot exceed \$40,000. Maximum allowable assistance is determined by underwriting. 	
Deadlines	<ul style="list-style-type: none"> • The application period opens on -----, and continues until funds are expended. 	