

REQUEST FOR PROPOSAL
ACTIVE SOLAR PHOTOVOLTAIC INSTALLATION- Lynn Street Cottages
FOR THE
COLUMBIA COMMUNITY LAND TRUST

STAFF LIAISON, RANDY COLE
500 E. WALNUT, SUITE 108
COLUMBIA, MO 65201
(573) 874-6321

COLUMBIA COMMUNITY LAND TRUST BOARD

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Request for Proposal No. 1
Closing Date: 5:00 p.m., CST, Thursday, November 30, 2017

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ATTACHMENTS

A – Home Plans

1. GENERAL REQUIREMENTS

1.1 PURPOSE:

The Columbia Community Land Trust (CCLT) is seeking design-build proposals for the installation of four 4kw active photovoltaic solar panel systems to each be installed on 4 affordable cottage housing style homes at 107, 109, 111 and 113 Lynn Street. The home designs for the Lynn Street Cottages is included as an attachment.

The CCLT will maintain ownership of the land only, and the structures will be sold to CCLT approved buyers. The CCLT intends to enter into a 99-year ground lease with the approved buyer(s). The CCLT shall determine the sales price of the home(s).

The Contractor shall have complete and exclusive control over the construction management, subject only to the terms of the agreement and RFP. Contractor must be city licensed to perform, construct or develop new housing and such license must be kept current during the term of this agreement.

Respondents will provide cost estimates and total development costs (including Contractor fees) in their responses using Form X.

Draws will be made for each home upon completion of each homes installation and final approval of permits and inspections.

Contractor will provide billing invoice statements with draw requests to CCLT administrative services staff. The Contractor must supply the CCLT with all necessary lien waivers from sub-contractors and/or vendors for which the construction draws are to be made at the time the draw request is made. If requested, Vendor and/or sub-contractor bids and invoices must be provided. To the CCLT's satisfaction, the Contractor, upon notification, must rectify improper payments made by the CCLT to the Contractor.

The Contractor will install four 4kw photovoltaic solar panel systems on four cottage homes described in this document and approved Proposal. The CCLT reserves the right to approve all plans including, but not necessarily limited to, solar system plans, specifications, allowances, change orders, and costs. Change orders for deviations from previously agreed upon plans and specifications will require the approval of the CCLT and Contractor. The development of the lot shall be a collaborative endeavor between the CCLT and Contractor; provided, however, that should a dispute arise, the CCLT determination on disputed issues shall be final.

The Contractor shall furnish all labor, materials, tools, equipment, supervision, and services required to complete the work to be performed with quality workmanship in compliance with the specifications, plans, Agreements, and applicable codes, laws, and regulations as agreed upon by the Contractor and CCLT. It shall be Contractor's responsibility to resolve all "punch list" items to the CCLT's satisfaction within the project budget.

The Contractor shall begin work only after CCLT issuance of a written "Notice to Proceed" signed by two officers of the CCLT. Project completion as determined by the issuance of a Certificate of Occupancy by the City of Columbia should not take more than 120 days beginning from the issuance of a "Notice to Proceed". This includes the issuance of building permits. Should construction take longer than 120 days, a review will be made by the CCLT and the CCLT may, at its option, terminate this Agreement upon giving a 30 day written notice.

The Contractor will provide to the CCLT the guarantee of work performed, statement of contractor's warranty a minimum of one (1) year and provide the CCLT all manufacturers' and suppliers' written

guarantees and warranties covering materials and equipment.

Contractor fees will be paid with the final draw and shall not exceed 15% of the total **development cost provided in the** Contractor's response to this RFP.

Each Contractor's response shall be reviewed by the CCLT Board of Directors.

1.2 DUE DATE FOR PROPOSALS:

Proposals may be submitted in a sealed envelope at 500 E. Walnut, Suite 108 or via email to Randall.Cole@como.gov. Sealed proposals must be delivered by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted as one (1) original copy and so marked. The proposals must be in sealed envelopes and marked in bold letters "**RFP Active Solar Photovoltaic Installation - Lynn Street Cottages.**"

1.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Randy Cole

Phone: (573) 874-6321

E-mail: Randall.Cole@como.gov

Any oral responses to any question shall be unofficial and not binding on the CCLT. Questions must be submitted no later than ten (10) days before the Closing Date.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

1.4 SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
November 1, 2017	RFP Informational Meeting, 3pm, City Hall, Room 1A
November 10, 2017	Close of written <i>Requests for Additional Information</i>
November 17, 2017	Written responses to <i>Requests for Additional Information</i> sent to all
November 30, 2017	Request for Proposal is due by 5:00 p.m. CST
January 1, 2017	Contract Start Date
The above dates are target dates and may change.	

1.5 DUE DATE FOR PROPOSALS:

Proposals may be submitted in a sealed envelope at the Housing and CDBG Programs office **or** submitted via email. Sealed proposals must be delivered to 500 E. Walnut, Suite 108, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposals must be in sealed envelopes and marked in bold letters "**RFP Active Solar Photovoltaic Installation - Lynn Street Cottages.**"

1.6 VALIDITY OF PROPOSALS

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

1.7 REJECTION OF PROPOSALS:

The CCLT reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the CCLT to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

1.8 WITHDRAWAL OF PROPOSALS:

Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

1.9 ALTERATION OF SOLICITATION:

The wording of the CCLT's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the CCLT, whose decision will be final.

1.10 RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the CCLT. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

1.11 INCURRING COSTS:

The CCLT shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.

1.12 COLLUSION CLAUSE:

Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.

1.13 CONTRACT DOCUMENTS:

The final Contract between the CCLT and the Respondent will include by reference:

- Respondent's Proposal
- The Specifications contained in this RFP

Any changes, additions or modifications hereto will be in writing and signed by the CCLT staff liaison.

1.14 APPLICABLE LAW:

The proposal and Contract shall be governed in all respects by the ordinances of The City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

1.15 RESPONSIBILITY:

The CCLT reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. *This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent.*

1.16 ASSIGNMENT:

Firm shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the CCLT. Assignment, subcontracting, or subletting without such consent will in no way relieve the Firm of any of its obligations unless specifically stated by the CCLT in its consent.

1.17 AUDITING OF INVOICES:

Invoices are subject to audit for a period of five (5) years after the sale of the homes. If during the audit it is revealed that the Respondent charged the CCLT a price higher than the proposed price, the Respondent will reimburse the CCLT the amount of the overcharge.

1.18 NONDISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Contract, the Firm agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

1.19 TERMINATION FOR DEFAULT

If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this contract, the CCLT shall thereupon have the right to terminate this contract for cause by giving written notice to the firm of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the firm under this contract shall, at the option of the CCLT, become its property, and the firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The firm shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the firm shall not be relieved of liability to the CCLT for any damages sustained by the CCLT by virtue of any breach of the contract by the firm, and the CCLT may withhold any payment to the firm for the purpose of mitigating its damages until such time as the exact amount of damages due the CCLT from the firm is determined.

If after such termination it is determined, for any reason the firm was not in default, or that the firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

1.20 TERMINATION FOR CONVENIENCE:

The performance of work under this Contract may be terminated by the CCLT in whole or in part, whenever the CCLT Board of Directors determines that such termination is in the best interest of the CCLT. Any such termination will be affected by delivery to the Respondent of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Respondent will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

1.21 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

1.22 INSURANCE REQUIREMENTS:

CONTRACTORS INSURANCE: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the CCLT, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the CCLT.

WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation coverages shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

Premises and Operations

Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$1,000,000 Each Occurrence (Comb. Single Limit for Bodily Injury & Prop. Damage)
\$2,000,000 Aggregate for Products/Completed Operations
\$2,000,000 Personal Injury/Advertising Injury
\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available).

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description

of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

SUBCONTRACTORS: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the CCLT, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the CCLT from its own negligence.

2. SCOPE OF WORK

2.1 BACKGROUND:

The City of Columbia's Department of Community Development acquired the property at 107, 109, 111 and 113 Lynn at the end of 2015 with the intent to redevelop the lots with an affordable cottage housing style development. The Columbia City Council has authorized use of City FY 2014 general fund savings through the FY 2016 City budget to subsidize the redevelopment of the lots. These lots will be transferred to the Columbia Community Land Trust to maintain ownership and on-going stewardship of the properties through the enforcement of a 99-year ground lease.

The four completed homes will be a model for affordable, energy efficient and universally accessible designed cottage style housing.

In order to support home ownership in lower income populations, the City of Columbia will provide down payment assistance to qualified buyers. Eligible buyer household income must be below 80% of the current HUD determined Area Median Income. Income guidelines can be found in the following table.

Current 80% Area Median Income			
Household Size	Income Range	Household Size	Income Range
1	\$41,650	5	\$64,300
2	\$47,600	6	\$69,050
3	\$53,550	7	\$73,800
4	\$59,500	8	\$78,550

2.2 DESIGN REQUIREMENTS:

- Active solar photovoltaic system for each of the 4 homes, 4kW per home.

3. TECHNICAL REQUIREMENTS

3.1 SPECIFICATIONS

PHOTOVOLTAIC SOLAR PANELS:

- Complete installation of four 4kW active grid-tied photovoltaic solar panel systems (1-per home).
- Installation shall include necessary permitting, and system components such as: solar panels, conduit, wiring, fuse and/or disconnect boxes, system equipment, site preparation, and metering equipment and any additional electrical components for a complete and operational system.
- Each of the four systems (1 per house, 4 homes) shall be sized to provide 4kW maximum power output measured at the inverter AC output.
- The PV system shall be mounted on a fixed frame attached securely to the roof structure, have a minimum 25 year design life.

3.2 VENDOR INFORMATION:

Provide information about your firm to include:

Name, address, phone and fax number(s) and email address of firm
 Name and title of primary contact person
 Date firm established
 Proposed service team including titles and responsibilities
 Resume on each team member

3.3 EXPERIENCE

Provide a current list of three client references.

3.4 PRICING TO BE QUOTED

Respondents must provide a full cost pricing sheet with their submission. Installation is to be complete and fully operational.

4. SUBMISSION OF PROPOSAL

4.1 TRANSMITTAL LETTER

All Respondents must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

4.2 SUBMISSION CONTENTS & INSTRUCTIONS

Applicants must submit the following in response to this RFP:

- **ORGANIZATION INFORMATION AND CAPACITY**
 - Provide an overview of the organization's history and experience in developing affordable housing and homeownership opportunities. Identify your experience in working with City programs, including the CDBG or HOME programs.
 - Provide names and describe the role, experience, and capacity of all personnel (including engineers, architects, contractors, construction managers, etc.) involved in the project.
 - Briefly describe the staff positions and qualifications of those individuals who will carry out the construction project. Describe any existing commitments that would impact your ability to implement the project immediately.
 - Have any persons employed by your agency been debarred by HUD or are otherwise restricted from entering into contracts with any federal agency?
 - Provide current third party financial statements, documentation of line of credit to cover project costs between draws, documentation of liquid assets equaling 3% of total project cost, or other third party information to establish the financial capacity of the Contractor to undertake and complete the proposed project.
- **PROJECT INFORMATION**
 - Provide a projection of the timeframe for completion. Identify key tasks and completion dates that identify how your project is ready to proceed.
 - Provide a total project budget detailing all associated costs of installation:
 - Cost Estimates: Provide cost estimates for project components;
 - Contractor fee: Indicate the proposed Contractor fee (if any), and all other fees proposed to be earned by affiliates of the Contractor (if any).

Plans and Drawings: Proposals shall include a preliminary set of plans and specifications of sufficient detail and completeness to allow determination as to which proposal best meets the CCLT's needs and the required design elements of this RFP. Where specifications allow for multiple materials/methods, respondents

shall indicate which is included in their proposal. Once a successful respondent has been identified, final plans will be required and included in the final contract documents.

- **CONTRACTOR REQUIREMENTS**

1. **Women- and Minority-Owned Businesses (W/MBE)**

The Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group Contractors or women. The Contractor may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

2. **Access to Records**

The Contractor shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

4. **Subcontract Provisions**

The Contractor will include the provisions of Paragraphs XI.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Contractors or subcontractors.

C. Employment Restrictions

1. **Prohibited Activity**

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. **Labor Standards**

The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.

3. **"Section 3" Clause**

Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations

set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Contractor and any of the Contractor's grantees and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor's grantees and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Contractor further agrees to comply with the Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

- The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantee's agency. The Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto and HUD; provided, however, that claims for money due or to become due to the Contractor from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

3. Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the activity, or with respect to the proceeds from the activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.

4. Lobbying

The Contractor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly:
- d. Lobbying Certification

- 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.C. 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.

5. Copyright

If this contract results in any copyrightable material or inventions, HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities

The Contractor agrees that it will comply with 24 CFR 570.200(j) so that funds are not used to support inherently religious activities.

4.3 FORMAT OF PROPOSAL

Proposals are to be kept within 50 pages with a minimum font size of 11.

5. EVALUATION AND AWARD

5.1 EVALUATION

The CCLT reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

Application Evaluation Criteria

Applications will be subject to threshold review to determine eligibility for funding,

Threshold criteria include:

- 1) Application must be complete and received by the application submission deadline;
- 2) Applicant must demonstrate capacity to complete proposed project within the required timeframe;
- 3) Project sponsors must agree to adhere to all contracting and hiring requirements;

Applicants that do not meet the threshold requirements may be deemed ineligible for further consideration.

Evaluation will be based on all elements of response to proposal criteria.

Proposal Evaluation

It is the purpose of this request for proposal to obtain data as complete as possible from each respondent that will enable the CCLT to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria with a rating of low-1, medium-2 or high-3:

Costs

Proposal contains competitive bid prices consistent with the current market.

Applicant Capacity

Proven record of development and/or redevelopment experience with comparable activities in similar neighborhoods; Applicants demonstrating "capacity" will:

- Have a recent history of solar system installations in the City that includes high quality affordable residential products delivered on-schedule and on-budget
- Have an existing business office/entity located in the City of Columbia, Boone County or surrounding counties.
- Have adequate staffing levels with appropriate skills & qualifications to complete proposed project within stated timeframe.
- Have relevant experience, including experience working with federally-funded housing development or other similar programs.
- Provide realistic estimated cost projections and schedules and show a track-record of meeting projected time-lines for any previously authorized City funded projects
- Be able to provide the insurance coverage noted in this RFP.

Readiness to Proceed

Ability to implement program activities within 30-45 days of commitment of funds. Applicants demonstrating "readiness" will:

- Submit an application with as specific and detailed a proposal as possible.
- Present clear preliminary financial analysis that includes cost estimates for construction, price estimates/appraisal for sale.

- Ability to submit ALL required contract-related documents (insurance certifications, etc.) within two weeks of preliminary notification of recommendation for funding.

Section 3, MBE, WBE Sub Contractors

Respondents providing proof of Section 3, minority business enterprise, and/or woman business enterprise status of General Contractor, Sub Contractors or employees employed for the project will be rated higher.

Note: Section 3 qualification statements and proof of MBE/WBE status as defined in this document, are required for credit.

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award.

5.2 SELECTION AND AWARD

The CCLT reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.