

REQUEST FOR PROPOSALS
Disposition of Chevybrook Estates
Parma, Ohio

1.0 ADVERTISEMENT

The Parma Public Housing Agency (the “Agency”), acting in conjunction with the Parma Community Improvement Corporation (the “PCIC”), who is the Agency’s agent with respect to the proposed disposition described below, issues this Request for Proposals (“RFP”) for the disposition of Chevybrook Estates, an affordable housing property, pursuant to either (a) the U.S. Department of Housing and Urban Development’s (“HUD”) disposition regulations and requirements under Section 18 of the Housing Act of 1937 and associated regulations and guidance, or (b) HUD’s Rental Assistance Demonstration (RAD) program via (i) a sale to a non-profit or for-profit entity, or (ii) a long term ground lease to a for-profit or non-profit entity. A sale is the preferred method of disposition.

Proposals are hereby requested from qualified firms to accomplish these goals.

Please note that Potential Proposers shall be required to complete and submit an RFP Registration (attached hereto) to the Agency’s Executive Director at the address set forth below in order to request information from the Agency, receive updates and addenda to this Request for Proposals, and to ultimately submit a proposal to PCIC. The RFP Registration should be submitted as early as possible to ensure parties are in receipt of updates.

Your proposal will be kept confidential during the negotiating process under Revised Code Section 1724.11, but it should be understood by all parties that ultimately this information will become public when a transaction is submitted by PCIC to the Agency’s governing board for its approval. Additionally, it should be noted that the names of all entities registering to respond to this Request for Proposal will become public record. Please note any trade secrets or confidential information as “**CONFIDENTIAL-TRADE SECRET**” when making your response.

Please submit complete, written proposals by hand or mail to the following address:

Parma Community Improvement Corporation
Attn: Timothy Dobeck, Esq.
Law Department
Parma City Hall
6611 Ridge Road
Parma, Ohio 44129

Proposals, together with the Non-Collusion Affidavit that is attached hereto, shall be accepted until 11:00 AM ET on December 7, 2018. Three (3) bound copies and three (3) digital copies (with Word and Acrobat format) on disk of the proposal are required to be submitted, by the designated date and time, in a sealed envelope and labeled to the attention of

Mr. Dobeck. Please note “Chevybrook RFP Response” on the envelope.

Only proposals submitted that meet the requirements outlined in this RFP will be evaluated and ranked. Responses will be ranked in accordance with the criteria outlined herein, although the Agency reserves the right to, in its discretion, award the contract in the best interest of the Agency and its residents, and the Agency’s decision shall be final.

PCIC reserves the right to conduct discussions with individual Proposers for the purpose of making clarifications or ensuring full understanding of and responsiveness to the various criteria within this RFP. PCIC further reserves the right to deal with multiple proposers simultaneously.

It is anticipated that proposals will be evaluated in December, 2018 and early January, 2019 and that an award may be made thereafter, but PCIC reserves the right to vary from this schedule. PCIC also reserves the right to reject any or all proposals and cancel or re-issue this RFP at any time without penalty, and is not liable for any costs incurred in the preparation and presentation of proposals submitted in response to this RFP.

Information with respect to this Request for Proposals (RFP) may be obtained on the Agency’s website at www.parmahousing.org and from:

Priscilla Pointer-Hicks, Executive Director
Parma Public Housing Agency
1440 Rockside Road, Suite 306
Parma, Ohio 44134
Email: Priscilla@parmahousing.org

Section 8.0 below contains information on an open house at Chevybrook Estate and bidders conference at Parma City Hall on November 15, 2018, and requirements as to submission of questions to the Agency about this RFP.

2.0 SCOPE

The Agency plans to select one firm (which can include a team of multiple third party partners) to purchase or ground lease Chevybrook Estates. It is anticipated that the Property will need to undergo some level of renovation in order to obtain financing and/or satisfy HUD requirements and obtain either Disposition Approval or to meet the requirements for conversion under the RAD program. The successful bidder will be responsible for handling **all facets** of the disposition and renovation, including preparation and processing of all necessary applications to HUD, securing HUD’s approval of the transaction, coordination with residents of the property, obtaining all financing necessary to accomplish its acquisition and renovation of the property, any relocation of residents that may be necessary to carry out the proposed plan, and the completion of all design, construction and renovation work set forth in its plan to address modernization, life safety, accessibility and environmental stewardship goals for the project, as well as all necessary interfaces with HUD and all the residents of the property, all pursuant to and in accordance with the plan submitted to the Agency, as same may be modified by the

proposer with the consent of the Agency prior to award of a contract for the disposition.

The Agency has the following goals for the property:

- Minimize or eliminate the Agency's ongoing involvement in the operation of the Property. The Agency intends to administer vouchers for existing residents (either Tenant Protection Vouchers secured after a Disposition Approval, or RAD project-based vouchers after a RAD Conversion).
- No displacement of any residents.
- Long term preservation of affordable housing in the City of Parma.
- Economic participation in the sale and redevelopment of the Property, including at a minimum reimbursement of all costs incurred by the Agency and PCIC in connection with the proposed transactions.

3.0 PROJECT DESCRIPTION

Chevybrook Estates is a sixty unit multifamily residential community serving low-income families. The property consists of a twelve building complex located at 5617 Chevrolet Boulevard, Parma, Ohio, that includes ten residential buildings, a laundry/maintenance building, and a storage building. The project was originally constructed and first occupied in 1987. It is comprised of four 2-bedroom garden units, thirty-six 2-bedroom townhouse units, and twenty 3-bedroom townhouse units. All units are public housing units and assisted under Section 9 of the Housing Act of 1937. As of publication of this RFP, 59 units are occupied by qualified residents and one unit is occupied, rent free, by a maintenance employee.

There are three 2-bedroom ground floor units that are designated as handicap assessable and one 2-bedroom ground floor that is adaptable for handicap access. There are no units that have been adapted for the visually or hearing impaired. For this property, two are required by the U.S. Department of Housing and Urban Development.

There are approximately 88 parking spaces (1.46 spaces per unit) including 4 that are designated as handicap accessible spaces. Parking for the administrative offices are included in the residential parking.

Approximately 77% of the units are occupied by families earning below 30% of AMI, 21% by families earning below 50% of AMI, 1.5% occupied by families earning less than 80% of AMI, and 1.5% of the families earn over 80% of AMI.

2016 modified RAD rents for Chevybrook Estates would be \$562 for the 2 bedroom units and \$740 for the 3 bedroom units. RAD rents should be utilized for underwriting of a full RAD conversion.

The 2019 Fair Market Rents (FMR) for Parma are \$836 for 2 bedroom units and \$1,102 for 3 bedroom units. The FMR should be used for underwriting of tenant protection vouchers as part of a Section 18 disposition and/or RAD/Section 18 blend proposal. The Agency may have the ability to provide project-based voucher rents of up to 110% of the FMR minus the

applicable utility analysis, subject to a rent reasonableness determination. Any proposal that requires rents higher than the FMR must clearly identify the rent level requested and must demonstrate that such rents are in line with comparable market units.

4.0 EXISTING PARMA PUBLIC HOUSING AGENCY PROGRAMS

The Agency currently has two affordable housing programs which are as follows:

Conventional Public Housing -Under the Conventional Public Housing Program, the Authority rents units that it owns at Chevybrook Estates to low-income households. The Conventional Public Housing Program is operated under an Annual Contributions Contract (ACC) with HUD, and HUD provides Operating Subsidy and Capital Grant Funding to enable the Authority to provide the housing at a rent that is based upon 30% of household income. The Conventional Public Housing Program also includes the Capital Fund Program, which is the primary funding source for physical and management improvements to the Authority's properties. Chevybrook Estates is the only property operated by the Agency under the Conventional Public Housing Program, and the Agency wishes to exit said program through this transaction.

Housing Choice Voucher Program – Under the Housing Choice Voucher Program, the Authority administers contracts with independent landlords that own the property. The Authority subsidizes the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contribution Contract with HUD. HUD provides Annual Contribution Funding to enable the Authority to structure a lease that sets the participants' rent at 30% of household income. The Authority earns administrative fees to cover the cost of administering the program.

5.0 FORM OF TRANSACTION

The City of Parma, acting pursuant to Article XVIII, Section 3 of the Ohio Constitution, has declared itself to be, and has been recognized by the U.S. Department of Housing and Urban Development to be, the Parma Public Housing Agency. All contract documents shall be in the name of the PCIC as agent for the City of Parma, Ohio d/b/a/ the Parma Public Housing Agency. After HUD approval has been obtained, but prior to final disposition of the property, the fee simple estate in and to Chevybrook Estates shall be transferred by the City of Parma, Ohio d/b/a/ the Parma Public Housing Agency to the Parma Community Improvement Corporation, a 501 (c) (3) not for profit corporation, and the disposition shall then be consummated with the successful bidder by PCIC.

6.0 BACKGROUND MATERIALS

The following materials are available on the Agency's website (www.parmahousing.org) for review by bidders:

1. Parma Public Housing Agency Single Audit for the year ended December 31, 2017 prepared by Perry & Associates Certified Public Accountants, A.C.;

2. Physical Needs Assessment for Parma Public Housing Agency (Chevybrook Estates) prepared by Brown Group Architects, Columbus, Ohio dated May 4, 2016;
3. Energy Audit for Parma Public Housing Agency (Chevybrook Estates) prepared by The Osborn Engineering Company, Cleveland, Ohio dated August, 2016;
4. Parma Public Housing Agency Annual PHA Plan for fiscal year 2019; and
5. Commitment for Title Insurance bearing Title No. 18040949 and having an Effective Date of September 18, 2018 at 7:29 a.m. issued by Chicago Title Insurance Company and committing to issue an ALTA Owner's Policy (October 16, 2006) in an amount to be determined.

Information, documents and other materials furnished by the Agency and PCIC are deemed reliable but are not guaranteed. The Agency and PCIC shall not be liable for errors or omissions in any information, documents or other materials furnished in connection with the proposed Transaction. All Potential Proposers are responsible for conducting their own due diligence investigations and verifying all information.

7.0 INSTRUCTIONS FOR PREPARING PROPOSALS

The following are instructions for preparing a proposal to purchase / ground lease Chevybrook Estates. In addition, you will find the Agency's preferred/required position and requirements for numerous terms and conditions of a transaction below.

Proposals shall be ranked according to the following criteria:

- Section A** – Property, Developer, Development Team and Experience (20 points)
- Section B** - Economics (25 points)
- Section C** - Terms and Conditions (5 points)
- Section D** - Financing Plan (15 points)
- Section E** - Intended Use / Redevelopment Plan (25 points)
- Section F** - Environmental Stewardship (10 points)
- Section G** – Other Terms and Conditions
- Section H** – Required Forms

Please address each topic/item in order by clearly and carefully stating your position. We appreciate your time and consideration in preparing the following proposal.

A. PROPERTY, DEVELOPER, DEVELOPMENT TEAM AND EXPERIENCE (20 points):

1. Property. Acknowledged/Comments:

Please note that the Developer must acquire or

ground lease the entire Property.

All Property will be disposed of by the Agency and PCIC in its then-present condition, “as-is, where-is, with all faults” and without any representations, warranties or guarantees of any nature or description whatsoever. The successful bidder shall rely on its own due diligence, any title insurance that it chooses to purchase, and any proceeds of casualty insurance that may be available, for satisfaction of all claims of any nature that arise in connection with the proposed transaction. If a ground lease is proposed, PCIC’s liability shall be contractually limited thereunder to its interest in the subject property.

Acknowledged/Comments:

2. Developer.

Comments:

Please confirm, specifying the following:

- Legal name and any dba;
- Type of entity and jurisdiction of formation;
- Business address;
- Whether the entity is for-profit or non-profit entity;
- All individual members and principals in the developer entity; and point of contact and their contact information (including address, email, phone, and fax if different than above).

3. Development Team.

Comments:

Please describe the proposed development team for the project including the partners, partnership structure, architectural firm, general contractor, construction manager, etc.

4. Experience and Resume.

Comments:

Please detail any acquisitions and/or development Projects in which Developer has recently participated over the past 5 years. Include a brief overview of the projects including location, initial vision and goals, present status, development/ownership partners, experience with affordable housing considerations, alternative financing strategies, and any financing references. Please provide a non-financing reference from at least one of these projects.

5. Hold Period.

Comments:

Please confirm whether Developer intends to be a long-term holder of the Property, or effect a sale of the Property after some shortened period of time. Please confirm Developer's anticipated hold period.

6. Debt and Tax Status.

Comments:

Please confirm the status of any debt delinquency, real estate tax delinquency, or other outstanding judgments against projects in which Developer or its affiliates have recently participated or hold a primary equity position. Include total amount of any delinquency, the name of the entity in whose favor the delinquency exists, and Developer's plan for cure.

The Agency reserves the right to require financial information from the Developer and any proposed guarantor of the Developer's obligations.

B. ECONOMICS (25 points):

1. If a Purchase is Proposed:

(a) Purchase Price - Please confirm the price and other economic terms being offered by Developer to acquire the Property.

Comments:

2. If a Ground Lease is Proposed:

(a) Economics - Please confirm the identity of the tenant, the identity of any proposed guarantor, rent, term, and other economic provisions to be contained in the proposed ground lease, including those relative to payment of taxes, insurance, utilities, and maintenance, repairs and replacements, ordinary and extraordinary.

Comments:

Note: A purchase is preferred by the Agency.

3. Agency's Expenses/Fees and Costs:

Comments:

(a) Indicate whether Developer will pay all costs, expenses, fees (including attorneys' fees and costs and title insurance premiums) incurred by the Agency and PCIC in connection with the proposed transaction.

(b) Please describe any proposed cost sharing strategies and sharing arrangements relative to development fees and other fees that are included in the purchase price and/or the development budget that will benefit the Agency (to defray its transactional fees, costs and expenses or supplement its public housing voucher programs in accordance with HUD requirements).

Comments:

Note: The Agency's preference is that the Developer be responsible for all fees, costs and expenses that the Agency and PCIC incur in connection with the Agency's and PCIC's respective roles in the disposition and redevelopment process.

C. TERMS AND CONDITIONS (5 points):

1. Documents.

Acknowledged/Comments:

The Agency shall prepare and provide the Purchase and Sale Agreement and/or

Ground Lease and all other documents that shall be used in the transaction.

2. Closing Period.

Acknowledged/Comments:

Please indicate the period required by the Developer after contract award to finalize its financing and all other aspects of its acquisition of the Property and consummate the transaction, including but not limited to regulatory approvals and any lender's underwriting and due diligence investigations, including review of title, survey, environmental, engineering, and appraisal.

3. On-Site Inspections and Access.

Acknowledged/Comments:

All costs incurred by Developer for inspections shall be the sole responsibility of Developer. Developer shall be responsible to indemnify and hold the Agency and PCIC harmless against all expenses, costs, claims and liabilities that arise due to access to the Property and inspections by Developer, Developer's partners, consultants, employees, or otherwise. Developer shall be required to purchase insurance naming the Agency and PCIC as additional insureds during any access to and investigations of the Property.

Invasive investigations of any kind shall require the prior written consent of the Agency, and may at the Agency's discretion be made subject to Developer entering into a separate access and indemnity agreement. Upon completion of investigations, Developer shall promptly restore the Property to its pre-investigation condition. Developer shall be required to provide the Agency with copies of all inspection reports.

Access to tenant units may only occur subject to the tenant's consent.

4. Title Insurance and Escrow. Acknowledged/Comments:

Chicago Title Insurance Company shall serve as the title insurer and escrow agent for the proposed transaction.

5. Contingencies. Acknowledged/Comments:

Please confirm what non-financing contingencies, if any, Developer is contemplating in its Proposal, and the associated timing necessary to satisfy the contingencies.

D. FINANCING PLAN (15 points):

1. Financing and Equity. Comments:

Please outline Developer's intended sources of debt and equity for the transaction, identifying the respective amounts, the nature of equity provided, and whether funds will be applied towards the costs of acquisition, future capital and operating reserves, or redevelopment.

Please confirm the approval process and timing Developer contemplates to secure funding, and any contingencies that would need to be met.

Comments:

E. INTENDED USE/ REDEVELOPMENT PLAN (25 points):

1. Building Package. Comments:

Developer is encouraged to submit, in addition to this proposal, a narrative piece providing further detail on its vision and intended re-use for the Property, including any plans for renovation, remodeling and upgrade of the Property and its units, an overview on how it would complement the surrounding area, renderings, site plans, etc. Also include a description of any improvements that would be made to

improve access for disabled persons. This piece shall be limited to six (6) pages.

2. Total Investment.

Comments:

Please provide a breakdown of the estimated total investment in the Property by Developer and any other future users, including but not limited to architectural & engineering costs, development fees, hard and soft costs of structural or mechanical repairs / installations, green or sustainable technologies, roof repair / replacement, exterior work, parking work, interior construction, project amenities to be provided, landscaping, furniture, fixtures, (daycare, ATM, laundry facilities, vending area, etc.), equipment, and appliances, telecommunications installations, electric vehicle charging stations, and signage. Please note the anticipated job creation during the construction period.

3. Future Use and Occupancy.

(a) Please provide a description of future uses under HUD guidelines.

Comments:

(b) Please provide any specifics that are available as to the nature of the occupancy or uses contemplated, including anticipated employment ongoing, programs to be utilized, and plans for compliance with HUD requirements.

Comments:

(c) Please provide Developer's plan for allowing current residents to remain in their units. Specify in detail any relocation plans and financial arrangements.

Comments:

(d) Please provide Developer's plan, if any, for offering employment to current Agency personnel who are engaged in the operation, management and/or maintenance of the Property.

Comments:

(e) Please provide Developer's plan for communicating its future plans for the Property to current residents.

Comments:

**F. ENVIRONMENTAL STEWARDSHIP
(10 points):**

1. Renovation/ Construction.

Comments:

Please outline the steps Developer intends to take during any renovation process to ensure that the project results in a net positive impact upon the environment, including the following considerations:

- Recycling and use of harvested or recycled materials;
- Use of sustainable materials;
- Installation of green technologies;
- Employment of energy efficient systems or controls.

2. Property Protocols.

Comments:

Please outline the ongoing processes and protocols Developer intends to employ and enforce amongst occupiers and tenants to ensure that the project results in a net positive impact upon the environment.

3. Certifications.

Comments:

What certifications would Developer pursue for the Property as a commitment to sustainable building construction/operation? Developer is encouraged to consider multiple certifications where feasible, including LEED, SERF, Living Building Challenge, Green Globes, and Energy Star.

G. OTHER TERMS AND CONDITIONS

1. Brokerage.

Acknowledged /Comments:

The Agency is not represented by a broker. Developer shall be responsible to pay its

broker any and all fees due to its broker for this transaction. Please indicate whether Developer is represented by a broker in this transaction, and if so, state the name, contact information, and fee due such broker.

2. Other Conditions.

Acknowledged/Comments:

This RFP shall not be construed, nor is it intended, to be a final, definitive or binding agreement between the parties. Nothing contained herein shall be binding on either party unless and until a negotiated purchase and sale agreement and/or ground lease agreement is executed and exchanged by the parties.

H. REQUIRED FORMS

1. Other Forms.

Acknowledged/Comments:

Please complete the attached forms:

- **RFP Registration Form** (required to request information, receive updates and addenda, and to ultimately submit a proposal).
- **Non-Collusion Affidavit** (required at the time your proposal is submitted).

8.0 OPEN HOUSE/BIDDERS CONFERENCE /QUESTIONS

All parties should be aware that an open house will be held at Chevybrook Estates on November 15, 2018 from 9:30 a.m. to Noon ET. One unit of each type (i.e. one 2 bedroom wheelchair-accessible garden unit, one 2 bedroom townhouse unit, and one 3 bedroom townhouse unit) will be available for inspection at this time.

A bidder's conference will be held at Parma City Hall, 6611 Ridge Road, Parma, Ohio 44129 on November 15, 2018 at 2:00 p.m. ET. Details about these events may be found on the project website (www.parmahousing.org).

All potential bidders are welcome to submit questions during the course of preparing proposals, but must first register with PCIC using the attached RFP Registration Form, and all questions are to be submitted in writing or via email to the attention of the Executive Director of the Agency, Priscilla Pointer-Hicks, at the address set forth hereinabove.

9.0 CONTRACT AWARD

The proposals will be evaluated and the top firms selected may be invited to make presentations to the Agency's governing board. Based upon the proposal content and presentations, the contract will be awarded by the Agency, in its discretion, in the best interest of the Agency and its residents, and the Agency's decision shall be final.

The Agency reserves the right to reject any and all proposals and to, in its discretion, award the contract in the best interest of the Agency and its residents, and the Agency's decision shall be final.

/s/ Priscilla Pointer-Hicks,
Priscilla Pointer-Hicks, Executive Director

November 1, 2018

RFP REGISTRATION FORM

The undersigned “Registered Potential Proposer” and “Broker”, if applicable (collectively, “the Accepting Parties”), are interested in obtaining information regarding the requirements for the proposed disposition of Chevybrook Estates in Parma, Ohio (the “Property”), and instructions for making a proposal to the Parma Public Housing Agency (the “Agency”), acting in conjunction with the Parma Community Improvement Corporation (the “PCIC”), who is the Agency’s agent with respect to the proposed disposition (collectively, the “Authority”), in response to the Request For Proposals, Disposition of Chevybrook Estates, Parma, Ohio dated November 1, 2018 (the “RFP”). The Authority has indicated that all requests for information and questions with respect to the RFP shall be directed to Priscilla Pointer-Hicks, Executive Director, Parma Public Housing Agency, 1440 Rockside Road, Suite 306, Parma, Ohio 44134 (Priscilla@parmahousing.org). Please note that completion and submittal of this RFP Registration will be required in order to request information from the Authority relative to the proposed disposition of the Property (the “Proposed Transaction”), receive updates and addenda to the RFP, and to ultimately make a submission to the Authority.

The Authority is under no legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this RFP Registration, the delivery of any documents, evaluation materials or information, or any discussions concerning any proposed transaction or otherwise, unless and until a binding written agreement is properly authorized by the Authority, executed by the Authority, and delivered by all parties thereto. Accepting Parties acknowledge receipt of the materials described in Section 6.0 of the RFP and agree to the terms, conditions and provisions contained in the RFP. Accepting Parties acknowledge that the decision of with whom, if anyone, a transaction will be consummated is at the Authority’s sole discretion. Accepting Parties acknowledge receipt of the materials described in Section 6.0 of the RFP and agree to the terms, conditions and provisions contained in the RFP. Accepting Parties hereby waive any and all claims against the Authority in connection with the Proposed Transaction, except to the extent such claim is based on PCIC’s gross negligence or fraud.

Registered Potential Proposer hereby authorizes any undersigned Broker to represent Registered Potential Proposer as its broker with respect to the sale or lease of property as identified above on the terms and conditions set forth in the RFP.

If applicable, Broker represents and covenants that it is currently, and at the time of the consummation of any transaction, will be, a duly licensed real estate broker in the State of Ohio.

ACCEPTING PARTIES:

Registered Potential Proposer:

Broker:

Signature: _____
Name: _____
Title: _____
Company: _____
Address: _____
Phone: _____
Email: _____

Signature: _____
Name: _____
Title: _____
Company: _____
Address: _____
Phone: _____
Email: _____

Return this form to: Priscilla Pointer-Hicks, Executive Director, Parma Public Housing Agency, at 1440 Rockside Road, Suite 306, Parma, Ohio 44134 Email: Priscilla@parmahousing.org

NON-COLLUSION AFFIDAVIT

State of Ohio)
) : SS
County of _____)

RE: Request for Proposals for Disposition of Chevybrook Estates, Parma, Ohio dated November 1, 2018, as amended, modified, supplemented and reissued (as the case may be) to the date hereof (the "RFP").

(Name of Proposer/Bidder/Affiant) (the "Bidder")
being first duly sworn, deposes and says that he/she is the _____ of
(Title)

(Company Name)

who has submitted a proposal in response to the RFP (the "Proposal"); that such Proposal is not made in the interest of or on behalf of any undisclosed person, firm, entity, association or organization; that such Proposal is genuine and not collusive or a sham; that Bidder has not directly or indirectly induced or solicited any other party to submit a false or sham proposal, and has not directly or indirectly induced on solicited any other party to submit a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed, directly or indirectly, with any party to submit a sham proposal, or that anyone shall refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the economic or other terms and conditions of Bidder's Proposal or of any other party, or to fix any overhead, profit, or cost element of Bidder's Proposal or of that of any other party, or to secure any advantage against Parma Public Housing Agency (the "Agency") or the Parma Community Improvement Corporation (the "PCIC"), who is the Agency's agent with respect to the proposed disposition, or anyone interested in the proposed transaction described in the RFP; that all statements contained in the Proposal are true; and, further, that Bidder has not, directly or indirectly, submitted its Proposal or any part thereof, or the contents thereof, or divulged information or data relative thereto, or paid (and will not pay) any fee in connection therewith, to any person, firm, entity, association or organization or to any agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with Bidder in Bidder's general business.

Signed: _____

Subscribed and sworn to before me this __ day
of _____, 2018.

Notary Public
[Seal]