REQUEST FOR PROPOSALS (RFP)

HOME Investment Partnerships Program -

American Rescue Plan Act of 2021 (HOME-ARP)



Horry County HOME Consortium (HCHC)

DATE ISSUED:

April 17, 2024

**Horry County HOME Consortium**

**REQUEST FOR PROPOSALS**

**HOME-ARP**

**ISSUE DATE: April 17, 2024**

**PROPOSAL DUE DATE: May 21, 2024, at 5:00 PM EST**

Interested agencies must complete and submit a copy of their entire application via hard copy, as well as an electronic copy via email, on or before the date and times indicated. Hard copy submittals may be made in person or mailed to:

Horry County HOME Consortium

c/o Horry County Community Development

ATTN: HOME-ARP Proposal

100 Elm Street

Conway, SC 29526

Horry County HOME Consortium is seeking proposals from qualified nonprofit organizations to provide supportive services, develop rental units, and/or develop non-congregate shelter serving households experiencing homelessness or other eligible populations described herein. The goal of these activities is to reduce the frequency and severity of homelessness in the Horry County HOME Consortium region.

Horry County HOME Consortium has received a special allocation of the HOME Investment Partnership Program through the 2021 American Rescue Plan (HOME-ARP) in the amount of $3,823,021 from the U.S Department of Housing and Urban Development (HUD).

Information related to this solicitation, including any addenda, will be posted to the Horry County Community Development webpage at: <https://www.horrycountysc.gov/departments/community-development/public-notices/>.

For questions related to this RFP, contact:

Michael Dobson

Deputy Director of Community Development

Phone: (843) 915-7033

Email: dobson.michael@horrycountysc.gov

## 1.1 Project Overview

HOME Investment Partnerships Program (HOME) - American Rescue Plan Act of 2021 (ARP) provides funds for rental housing development, non-congregate shelter, and supportive services. These funds will be used to benefit individuals and families who meet the criteria outlined as a qualifying population.

Additional information on HOME-ARP is located at [https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf.](https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf)

### *1.1.1 Qualifying Populations*

An eligible individual or family is defined as a *qualifying population* if they meet one of the following criteria and are eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria:

* Homeless or At Risk of Homeless (24 CFR 91.5)
* Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking (24 CFR 5.2003)
* Other Populations
  + Other Families Requiring Services or Housing Assistance to Prevent Homelessness: a household who have previously been qualified as “homeless”, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
  + At Greatest Risk of Housing Instability: a household who either 1) has annual income that is less than or equal to 30% of AMI and is experiencing severe cost burden; or 2) has annual income that is less than or equal to 50% of AMI, as determined by HUD, AND meets one “at risk of homelessness” condition. See HUD memo for complete definitions.

### *1.1.2 Eligible Activities*

The following activities are eligible under HOME-ARP and are being solicited as a part of this request for proposals:

* Supportive Services
* Acquisition and Development of Non-Congregate Shelter
* Acquisition and Development of Affordable Rental Housing

### *1.1.3 Eligible Geography*

Projects submitted in response to this RFP must be located in and service residents that live within the Horry County HOME Consortium service area. This area includes all local jurisdictions in Horry, Georgetown, and Williamsburg Counties, with the exceptions of North Myrtle Beach, Briarcliffe Acres, Surfside Beach, and Pawleys Island.

### *1.1.4 Match*

No match is required for this solicitation. However, the prevalence of leveraged funds may be taken into consideration in evaluations of submitted proposals.

### *1.1.5 Income and Occupancy Restrictions*

A minimum of 70 percent of all HOME-ARP units will serve households based upon their status as Qualifying Population households. Up to 30 percent of HOME-ARP assisted units may be restricted to households that are low-income as defined in 24 CFR 92.2 ("low-income households"). For low income units, household income may not exceed 50% of the Area Median Income for that household’s size. HOME income limits are updated annually by HUD and are posted on the Horry County Community Development website.

### *1.1.6 Rent Restrictions*

For HOME-ARP funded rental projects, rent restrictions apply. For qualifying populations assisted through HOME-ARP, rent may not exceed the low HOME rents for the applicable county where the project is located. For other HOME-ARP funded units serving low income populations, rent may not exceed the high HOME rents for the applicable county where the project is located.

## 1.2 RFP schedule and Proposal Submission

Provided below is the anticipated schedule of events. The Consortium reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

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| --- | --- |
| Advertisement of RFP: | 4/17/24 |
| RFP Virtual Workshop: | 5/2/24 at 10:00 am EST |
| Deadline for Questions: | 5/14/24 at 2:00 pm EST |
| DUE DATE & TIME FOR PROPOSALS: | 5/21/24 at 5:00 pm EST |

Interested agencies must complete and submit a hard copy, as well as an electronic copy of their entire submittal via email, on or before the date and times indicated. Hard copy submittals may be made in person or mailed to:

Horry County HOME Consortium

c/o Horry County Community Development

ATTN: HOME-ARP Proposal

100 Elm Street

Conway, SC 29526

Separate applications must be submitted if multiple activity types (rental housing development, non-congregate shelter, and supportive services) are being requested.

## 1.3 Evaluation Criteria & Process

Proposals will be evaluated based on strategic value of the project and the applicant’s experience, capacity, and ability to meet the performance requirements of this RFP. Proposals will be assessed to determine the most comprehensive, competitive, and best solution for the Consortium based on, but not limited to, the following criteria:

* Strategic value and alignment with the Horry County HOME Consortium 2023-2027 Consolidated Plan
* Proposed project outcomes
* Qualifications and experience working with HOME-ARP targeted populations
* Proposed approach
* Proposed cost effectiveness

Consortium staff will perform technical evaluations of each proposal and provide project information to the members of the HCHC Project Review Committee. The Committee will make selection recommendations based on the evaluation criteria provided above, which will be provided to Horry County Council for approval. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each Proposal. The Consortium reserves the right to obtain clarification or additional information with any applicant regarding its Proposal.

The County reserves the sole right to select the most qualified agency(s) on basis of best overall value that is most advantageous to the Consortium. Agencies who submit proposals will be notified of the selection results. Final recommendation of any selected applicant is subject to the approval of Horry County Council.

## 1.4 Proposal Format & Contents

For this RFP, proposal contents and format shall be governed by section 3 of this document.

Interested agencies must complete and submit a hard copy, as well as an electronic copy via email, of their entire submittal on or before the date and times indicated.

# 2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

## 2.1 Communications

All communication of any nature with respect to this RFP shall be addressed to the contact identified in this RFP.

## 2.2 Duties and Obligations of Agencies in the RFP Process

Interested agencies are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a proposal. Agencies must perform their own evaluation and due diligence verification of all information and data provided by the Consortium. The Consortium makes no representations or warranties regarding any information or data provided. Agencies are expected to promptly notify the Consortium in writing to report any ambiguity, inconsistency, or error in this RFP. Failure to notify the Consortium accordingly will constitute a waiver of claim of ambiguity, inconsistency, or error.

## 2.3 Addenda

To clarify or modify any part of this RFP, addenda may be issued and posted at the Horry County Community Development website at https://www.horrycountysc.gov/departments/community-development/public-notices/.

Any requests for information or clarification shall be submitted in writing to the contacts listed in this RFP by the deadline for questions.

## 2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFP, the applicant shall be deemed to have represented and warranted that the proposal is not made in connection with any competing agency submitting a separate response to this RFP and is in all respects fair and without collusion or fraud. Furthermore, the applicant certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of Horry County in connection with this RFP.

## 2.5 Public Records

Upon receipt by the Consortium, each proposal becomes the property of the Consortium and is considered a public record. Proposals will be reviewed by Horry County staff, the HOME review committee, and members of the general public who submit public record requests after a selection result has been announced to the public.

## 2.6 Cost of Proposal Preparation

The Consortium shall not be liable for any expenses incurred by any applicant responding to this RFP. Applicants submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the applicant’s own expense with the express understanding that the applicant cannot make any claims whatsoever for reimbursement from the Consortium for the costs and expense associated with preparing and submitting a proposal. Each applicant shall hold the Consortium harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or agency responding to this RFP.

## 2.7 Advertising

In submitting an RFP, applicant agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the Horry County HOME Consortium.

## 2.8 Vendor Registration with Horry County

The selected applicant and subcontractors must register with Horry County to receive payment for services and/or supplies provided under any Horry County HOME Consortium contract.

## 2.9 Financial Capacity; Insurance Requirements

The selected applicant must have the financial capacity to undertake the work and assume associated liability. The selected applicant shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

|  |  |
| --- | --- |
| Workers’ Compensation: | $100,000 per accident |
| Commercial General Liability: | $1,000,000 per occurrence |
|  | Combined Single Limit for Bodily Injury and Property Damage |
| Automobile Liability: | $100,000 per occurrence for Bodily Injury |

## 2.10 Consortium Rights and Reservations

The Consortium intends to select one or more applicants but reserves the right to request substitutions of any key team member, including staff and subcontractors. The Consortium reserves the right to contact any applicant/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The Consortium reserves the right to modify any part of this RFP as issued with an addendum. The Consortium, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for new RFP responses either with identical or revised specifications, or to accept any RFP response, in whole or part, deemed to be in the best interest of the Consortium. The Consortium reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract, nor indicate a commitment of any kind.

The Horry County HOME Consortium reserves the sole right to award a contract or contracts to the most qualified applicant(s) based on best overall proposal most advantageous to the Consortium. The Consortium is therefore not bound to accept a proposal based on lowest price. The Consortium also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the Consortium’s best interest.

## 2.11 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by Horry County may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the Consortium’s perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful applicant’s submittal and any additions or deletions made at the discretion of the Consortium as a result of the RFP process.

## 2.12 Special Provisions

### 2.12.1 FLOW DOWN REQUIREMENTS

The Home Investment Partnerships Program (HOME) may fund all or part of the contract resulting from this RFP. The selected developer shall comply with the following provisions including 24 CFR 92. The contract will include guidelines for HOME funded agencies, as regulated by the HOME program and complies with applicable Federal Statutes, Federal Rules, and other required provisions in effect as of the date of the written agreement.

These requirements include, but are not limited to the following:

* 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
* 24 CFR 92 – HOME Program Regulations
* Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency (Language Access Planning)

Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) (“ARP”) for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.

The following provisions from 24 CFR 92 are included by reference:

* §92.350 – Other Federal Requirements/Nondiscrimination
* §92.351 – Affirmative Marketing
* §92.352 – Environmental Review
* §92.353 – Displacement/Relocation
* §92.354 – Labor
* §92.355 – Lead Based Paint
* §92.356 – Conflict of Interest
* §92.357 – Executive Order 12372

The agency must submit a copy of its annual audit report within 30 days of receipt, but no later than nine months after end of the audit period. Audited financial statements must adhere to the requirements stated in 2 CFR 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”.

By submitting a proposal, the applicant representative acknowledges that he/she has read the above stated Federal Regulations for the American Rescue Plan, HOME Program and 2 CFR Part 200. Failure to adhere to the federal compliance regulations will result in withholding or denial of contract/written agreement reimbursements.

### 2.14.2 FEDERAL CONTRACT PROVISIONS

* DEBARMENT AND SUSPENSION. The applicant represents and warrants that neither the applicant nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the applicant or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the applicant shall notify the Consortium immediately.
* RECORD RETENTION. The applicant certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The applicant further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives notice that the Consortium has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
* PROCUREMENT OF RECOVERED MATERIALS. The applicant represents and warrants that in its performance under the Contract, the applicant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
* CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. The applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 12511387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
* BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). The applicant certifies that:
  + - No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, 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 and Federal contract, grant, loan, or cooperative agreement.
    - If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
    - The applicant shall require that the language 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 subrecipients shall certify and disclose accordingly.
* RIGHT TO INVENTIONS. If the federal award is a “funding agreement” under 37 CFR 401.2 and the Consortium wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the County must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
* PROGRAM INCOME. The applicant shall conform to program income requirements as applicable to use of HOME funds, pursuant to 2 CFR 200.307 & 24 CFR 92.503. At the end of the program year, the Consortium may require remittance of all, or part of any program income balances (including investments thereof) held by the Agency.
* REVERSION OF ASSETS. At the end of the Performance Period, the applicant shall transfer to the Consortium any funds on hand at the time of expiration and any accounts receivable attributable to the use of Federal funds provided under this Agreement. Any real property under the applicant’s control that was acquired or improved in whole or in part with Federal funds provided under this Agreement more than $25,000 shall be disposed of in a manner consist with federal guidelines and approved by the Consortium.
* EXECUTIVE ORDER 11246. During the performance of this Agreement, the applicant agrees as follows:
  + - The applicant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The applicant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
    - The applicant agency will, in all solicitations or advertisements for employees placed by or on behalf of the applicant agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
    - The applicant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advisor to the labor union or workers' representative of the Agency's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
    - The applicant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
    - The applicant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
    - In the event of the applicant's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the applicant may be declared ineligible for further Government agreements or contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1964, and such other sanctions may be imposed and remedied involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
    - The applicant will include the provisions of paragraph (i) through (vi) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The applicant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the applicant becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the applicant may request the United States to enter into such litigation to protect the interests of the United States.
* SECTION 3 COMPLIANCE
  + The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, be directed toward low- and very low-income persons and business concerns that provide economic opportunities to low-or very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects.
  + The parties to this contract agree to comply with HUD's Section 3 regulations, 24 CFR Part 75 - “Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low-and Very Low-Income Persons and Eligible Businesses”, which became effective on November 30, 2020. As evidenced by the execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
  + Section 3 regulations established the threshold of: (a) 200,000 for housing rehabilitation, housing construction, and other public construction (i.e., public facilities and improvements) projects assisted with housing and community development financial assistance; (b) requirements apply based on the amount of housing and community development funding provided by one or a combination of different applicable HUD programs exceeding the $200,000 threshold; (c)Section 3 requirements apply to the entire project, not just the HUD-financed portion; (d) apply when a project receives less than $200,000 in HUD housing and community development financial assistance but receives public housing financial assistance as defined in 24 CFR 75.3 (a)(1); or (e) more than $100,000 of Lead Hazard Control and Healthy Homes assistance.
  + The contractor agrees to (a) maintain adequate records demonstrating Section 3 compliance, (i.e.: Section 3 and Targeted workers and hours worked, income verification, demographic information, Section 3 Business Concerns information, etc.) and Safe Harbor Benchmarks data and Prioritization of Effort Certifications; (b) records must be maintained in compliance with for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records ( (c) require subcontractors to include Section 3 clause in every subcontractor’s contract and maintain worker’s records and meet Benchmark and prioritization requirements as noted in 24 CFR 75.19; (c) post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can view the notice; and (d) agree to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
  + The applicant will submit all required reports and records to the Consortium and require subcontractors to submit reports and records. Reports should be submitted at the completion of the project, quarterly, annually or upon Consortium’s request. Project completion occurs upon receipt of Completion of Occupancy. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
* AGENCY SHALL ABIDE BY THE FOLLOWING PROVISIONS:
  + - NONDISCRIMINATION CERTIFICATION - SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
    - AGE DISCRIMINATION ACT. No qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.
    - SECTION 504 & TITLE II – AMERICANS WITH DISABILITIES ACT OF 1990 28 CFR PART 35). The Americans with Disabilities Act of 1990 (28 CFR Part 35) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. No qualified person with disabilities shall, on the basis of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance. The applicant shall not assign any interest in this Agreement and shall not discriminate against any employee, applicant of employment, or student because of race, religion, color, sex, age, disability, or national origin.
* LABOR STANDARDS – DAVIS BACON PROVISIONS. With respect to the use of federal funds granted under this Agreement, the applicant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as the requirements of such acts, laws or regulations apply to the applicant and the applicant's activities in the performance of this Agreement specifically. Furthermore, with respect to the use of Federal funds granted under this Agreement, the Consortium shall maintain documentation, which demonstrates compliance with hour and wage requirements of this Section. Such documentation shall be made available to the Consortium for review upon request. The applicant agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than (8) households, the applicant shall make a good faith effort to ensure that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with Federal Funds provided under this Agreement, shall comply with federal requirements adopted by the Consortium pertaining to such contracts and with the requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen as applicable to nonprofit organizations in general and the applicant’s activities in the performance of this Agreement specifically; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve applicant of its obligation, if any, to require payment of the higher wage. In all contracts, which (i) are subject to such regulations, (ii) utilize Federal Funds and (iii) are more than $25,000.00, applicant shall cause or require being inserted provisions meeting the requirements of this Section. Notwithstanding the above or anything in this Agreement to the contrary, applicant’s obligations and responsibilities under this Section are conditioned upon Consortium delivering to applicant within thirty (30) days after the date of execution of this Agreement written notice enclosing a copy of the applicable acts, laws, regulations, and federal requirements adopted by the Consortium which are referred to herein.
* HISTORIC PRESERVATION. With respect to activities involving Federal funds, the applicant agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.
* LEAD BASED PAINT. The applicant is hereby specifically made aware of the lead-based paint regulations, 4 NCAC 19L, Rule .1011, which are applicable to the construction, rental, or rehabilitation of residential structures. To the extent that the subject matter of this contract involves residential structures, the applicant will comply with the lead-based paint regulations. Agency shall provide for each household that is housed a copy of the EPA’s brochure, “Protect Your Family from Lead in Your Home”, which may be located and printed from the EPA’s website in English, Spanish, and several other languages. Further, the applicant shall receive a completed and signed “Lessor’s Disclosure on Lead-Based Paint and/or Lead-Based Paint Hazards” for every unit leased.
* PROVIDING LANGUAGE ACCESS. Pursuant to Executive Order 13166 “Improving Access to Services for Person with Limited English Proficiency”, the order directs federal agencies and those agencies receiving federal funds (contractors, subcontractors, recipients and subrecipients) take reasonable steps to ensure that Limited English Proficiency (LEP) or Non-English Proficient (NEP) persons have meaningful access to the programs, services, and information that federally funded programs provide. The order further requires that written translation of Vital Documents should include but are not limited to the following:

o Program applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding program eligibility and participation; notices pertaining to the reduction, denial, or termination of service or benefits, the right to appeal such actions, or that require a response from beneficiary notice advising LEP persons of the availability of free language assistance, and other outreach materials. Recipients receiving federal funds will need to provide translation services both oral and written in Spanish. The following statements should be placed at the top of all federally funded program applications:

* + - * + Please check one of the following (Por favor, Marque uno de los siguientes):
        + I understand and can complete this application provided in English\_\_\_
        + No entiendo la solicitud prevista en Inglés y pedir una solicitud en español\_\_\_ (I do not understand the application provided in English and request an application in Spanish)
      * Definitions
        + *Limited English Proficient or LEP* refers to a person who does not speak English as his/her primary language and has a limited ability to speak, read, write, or understand the English language.
        + *Non-English Proficient or NEP* refers to a person who cannot speak or understand the English language at any level.
        + *A Vital Document* is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For instance, applications for auxiliary activities, such as certain recreational programs in public housing, would not generally be considered a vital document, whereas applications for housing would be considered vital. However, if the major purpose for funding the recipient were its recreational program, documents related to those programs would be considered vital. Where appropriate, recipients are encouraged to create a plan for consistently determining, over time and across its various activities, what documents are "vital" to the meaningful access of the LEP/NEP populations they serve.

# 3 REQUESTED PROJECT SCOPE

The Horry County HOME Consortium is soliciting proposals for projects to support housing and supportive services for qualifying populations as identified in the HOME-ARP program guidance. The Consortium will consider projects that can be completed within two years or less.

It is recommended that agencies interested in applying for funds under this RFP read the entire notice provided by HUD regarding HOME-ARP funding located at [https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf.](https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf)

## 3.1 Eligible Activity Submissions

### 3.1.1 Supportive Services

There are three categories specifically included as supportive services under HOME-ARP:

* McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of McKinney Vento.
  + Outreach services: Costs of activities to engage qualified populations for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
  + Substance abuse treatment services: Cost of substance abuse treatment services to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors provided by licensed or certified professionals.
  + Case management: Costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. PJs and sub-recipients providing these supportive services must have written standards for providing the assistance.
  + Landlord/Tenant Liaison: Costs of liaison services between property managers/owners and program participants.
* Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and are revised, supplemented, and streamlined in Section VI.D.4.c.i.
* Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted.

### 3.1.2 Acquisition/Development of Non-Congregate Shelter or Permanent Supportive Housing

* HOME-ARP funds may be used to acquire, rehabilitate, or construct affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of one or more of the qualifying populations described in the HOME ARP notice (“qualifying households”). Unlike the regular HOME Program, which targets HOME assisted rental units based on tenant income, 70 percent of all HOME-ARP units will admit households based only upon their status as qualifying households. This complicates the underwriting and operation of projects that include HOME-ARP units. As a result, the requirements for HOME-ARP rental housing provide significant flexibilities to enable HOME-ARP rental projects to remain financially viable and affordable for the qualifying populations throughout the minimum compliance period.

Eligible HOME-ARP rental housing includes “housing” as defined at 24 CFR 92.2, including but not limited to manufactured housing, single room occupancy (SRO) units, and permanent supportive housing. Emergency shelters, hotels and motels (including those currently operating as non-congregate shelters), facilities such as nursing homes, residential treatment facilities, correctional facilities, halfway houses, and housing for students or dormitories do not constitute housing in the HOME-ARP program. However, HOME-ARP funds may be used to acquire and rehabilitate such structures into HOME-ARP rental housing.

* A non-congregate shelter (NCS) is one or more buildings that provide private units or rooms as temporary shelter to individuals and families and does not require occupants to sign a lease or occupancy agreement. HOME-ARP funds may be used to acquire and develop HOME-ARP NCS for individuals and families in qualifying populations. This activity may include but is not limited to the acquisition of land and construction of HOME-ARP NCS or acquisition and/or rehabilitation of existing structures such as motels, hotels, or other facilities to be used for HOME-ARP NCS. HOME-ARP funds may not be used to pay the operating costs of HOME-ARP NCS.

## 3.2 Required Documentation

Proposals shall be submitted in electronic format as PDF documents. Submittals must include a letter of transmittal and the required documentation listed below. If the Consortium has provided a form or template for the item, please use the provided document. If no form is provided, the applicant is to provide the item titled as is in the checklist. Please page break between requested documents and provide the proposal as a single PDF document.

Separate applications must be submitted if multiple activities (rental housing development, non-congregate shelter, and supportive services) are being requested.

### 3.2.1 Checklist

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Document** | **Supportive Services** | **Non-Congregate Shelter** | **Rental Development** |
|  | Letter of Transmittal | X | X | X |
|  | Form 1 – Execution of Proposal\* | X | X | X |
|  | Form 2 – Staffing\* | X | X | X |
|  | Form 3 – Program Financial Design\* | X |  |  |
|  | Form 4 – Service Application\* | X |  |  |
|  | Form 4 – Development Application\* |  | X | X |
|  | Development Proposal to include Project Description  Agency’s track record with  similar projects  Development team experience |  | X | X |
|  | Form 990 (nonprofit agencies only) | X | X | X |
|  | Site Plan/Evidence of  Control/Statement of Intent |  | X | X |
|  | Management plan |  | X | X |
|  | Proforma |  | X | X |
|  | Project timeline | X | X | X |
|  | Project budget/Sources and Uses |  | X | X |
|  | Property Inventory/properties under management | X | X |  |
| \*indicates a provided form or format | | | | |

### 3.2.2 Documentation Definitions

*Project Description* - Provide a concise written understanding of the project to include the number of proposed units, the eligible population, area median income of households served and the location of the project.

*Site plan* - An architectural plan, landscape architecture document, or a detailed drawing of proposed improvements to a given plot or plots of land.

*Management plan* - A financial and operational strategy for the ongoing management of a property.

*Proforma* - An analysis that details a property's projected net operating income (NOI) and cash flow projections using its current and potential income and operating expenses. The proforma must cover the term of the affordability period, typically no less than 15 years.

*Project timeline* - A comprehensive list of project/ development work items and milestones from the date of project award (estimated July, 2024) through the completion of the project.

*Project budget/Sources and Uses* - A complete listing of all funding (including HOME-ARP and all other sources) needed to complete the proposed development and an itemized listing of expenses showing how the funding will be used.

# ATTACHMENTS

## FORM 1 – Execution of Proposal

FORM 2 – Staffing

FORM 3 – Program Financial Design

FORM 4 – Service Application

FORM 5 – Development Application

### **Form 1 – Execution of Proposal**

The person executing the Proposal, on behalf of the Applicant, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Applicant has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, and that the company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submissions of a response to this RFP constitutes certification that the Applicant and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the Consortium will be notified of any change in this status.

The information contained in this Proposal, including its forms and other documents, delivered or to be delivered to the Consortium, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Consortium as to any material facts.

**Type of Applicant:**

**(check 1 box)**  **Sole** **Proprietor**   **Partnership**  **Non-Profit Organization**  **Joint** **Venture**

**Corporation** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (identify the State of incorporation)

(if joint venture, complete this “Proposal Submission” sheet for each joint venture company and identify the “Name of Joint Venture” on each street)

#### NAME OF JOINT VENTURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA:**

The undersigned acknowledges receipt of the following addenda:

No: \_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ No: \_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No: \_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
**Signature of Authorized Representative (or Designee)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Print Name)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Title)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Date)**

**Proposal is valid for one-hundred-eighty (180) days from the Proposal due date.**

## **FORM 2 – Staffing**

**APPLICANT NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFP NAME:** \_\_HCHC HOME-ARP GRANT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List the full names of all **employees** who are intended to be assigned to this program. Describe their specific role/responsibility and availability. Add additional pages as necessary.

|  |  |  |  |
| --- | --- | --- | --- |
| **Employee Name & Title** | **Project Role** | **Availability** | **Education/Experience** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

22/30

**Form 3 – Program Financial Design**

In the space below, provide information regarding current and requested funding.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Supportive Service\*\* |  |  | |  |
| Supportive Service\*\* |  |  | |  |
| Supportive Service\*\* |  |  | |  |
| Supportive Service\*\* |  |  | |  |
| \*Must meet one of the HOME-ARP eligible population  criteria.  \*\*Add the actual supportive service(s) you plan to provide - one per line. Add additional lines as needed. | | | Total Funds Requested (one year) |  |
| Number of Years + |  |
| Total Request |  |
| Match Provided (list sources in narrative) |  |

Information provided in this proposal requesting supportive services funding is true and accurate to the best of my knowledge. I acknowledge that if funding is awarded to my agency HUD HOME funding rules and regulations are applicable to the use of this funding.

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**President/Board Chair Date**

### Form 4 – Supportive Services Application

Instructions: Please complete by editing the provided word document and submit with proposal. This document and all other indicated items listed in Section 3 constitute a completed application. If the Consortium has provided a form or model for the item, please use the provided document. If no form is provided, the applicant is to provide the item titled as is in the checklist. Please page break between requested documents and provide as a single PDF document.

#### APPLICANT INFORMATION AND PROGRAM INFORMATION

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Applicant: |  | | |  | |
| Address: |  | | |  | |
| Director: |  | | |  | |
| Applicant Contact: |  | | |  | |
| Phone Number: |  | | | Email: |  |
| Requested Supportive Services Amount |  | $ | |  |  |
| Applicant Incorporation date (Month and Year) | | |  | | | |
| Estimated Budget for Current Fiscal Year | | |  | | | |
| Number of staff employed (full time equivalents): | | |  | | | |

Provide description of your organization and describe your proposed project:

|  |
| --- |
| Applicant Organizational Description: |
|  |
| Organizational Mission Statement: |
|  |
| Organizational Vision Statement: |
|  |
| Proposed Program Description: Brief Summary, please include Proposed Activity(ies); Target Population(s); Project Duration |
|  |

|  |  |
| --- | --- |
|  | |
| Describe the proposed benefits and results related to your organization’s funding request. | |
|  | |
| How long has your organization provided this type of assistance? | |
|  | |
| Describe your organization’s program and approach. How will this funding be incorporated to advance your mission and align with the objectives of HOME-ARP funding? | |
|  | |
| How will your organization ensure successful outcomes? |
|  |

|  |
| --- |
| The goal of Consortium HOME-ARP funding is to provide assistance to vulnerable households and meet their housing needs while they transition to self-sufficiency or long-term supportive housing options. For each population you plan to serve, discuss your organization’s long-term housing strategy including how you plan to transition each population group to a permanent housing solution. |
|  |
| Provide a detailed description of each supportive service you plan to provide with this funding. (If you are not providing supportive services, respond N/A) |
|  |
| Explain the current status of all open Horry County or Consortium-funded contracts. What percent of funds have been expended? What is your organization’s plan to complete open contracts? (If you have no open contracts, respond N/A) |
|  |
| Explain your organization’s staffing. Do you currently have the appropriate staffing to carry out the proposed activities? If not, how do you plan to staff for the activity? |
|  |
| Describe the process your organization has in place to ensure that all staff understand and will meet HOME-ARP contract requirements for required reporting and invoice submittal. |
|  |

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are there any officers or employees of your organization or members of their immediate families, or their business associates, who will be involved with conducting this project who are:

Employees of, or closely related to employees of Horry County? YES NO

If you have answered YES, please attach a full explanation to the application. The existence of a potential conflict of interest does not make the project ineligible for funding, however, the existence of an undisclosed conflict may result in the termination of any assistance awarded. The disclosure statement must be signed and dated.

To the best of my knowledge and belief all information in this application is true and current and submission of the application has been approved by the appropriate applicant authorities.

#### President/Executive Director Signature Date

### Form 4– Development Application

Instructions: Please complete by editing the provided word document and submit with proposal. This document and all other indicated items listed in Section 3 constitute a completed application. If the Consortium has provided a form or model for the item, please use the provided document. If no form is provided, the applicant is to provide the item titled as is in the checklist. Please page break between requested documents and provide as a single PDF document.

Applicant Organization Information

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Agency: |  |  | |  | |
| Applying as: | |  | |  | |
| Address: |  |  | |  | |
| Principal: |  |  | |  | |
| Phone Number: |  |  | | Email: |  |
| Requested Funding Amount: | | $ | |  |  |
| Organization Incorporation date (Month and Year) | | |  | | |
| Estimated Budget for Current Fiscal Year | | |  | | |
| Number of staff employed (full time equivalents): | | |  | | |
| Years of development experience and types of projects completed: | | |  | | |

Development Information

|  |  |
| --- | --- |
| Development Name: |  |
| Development Address: |  |
| City/State/Zip: |  |
| Parcel ID Number(s): |  |
| Contact Person/ Title: |  |
| Phone: |  |
| Email: |  |

#### TYPE OF ACTIVITY

|  |  |
| --- | --- |
| Permanent Housing for Eligible Populations | Non-Congregate Shelter |

#### TYPE OF PROJECT

|  |  |
| --- | --- |
| Multifamily New Construction | Single Family Rehabilitation |
| Multifamily Rehabilitation  Acquisition | Conversion of Use |

#### INCOME LEVELS AND SPECIAL NEEDS

Please complete the following tables to the best of your ability. Show actual or estimated number of units for the development occupants/beneficiaries, not percentages.

|  |  |  |
| --- | --- | --- |
| Income Group | Number of Units | Number of Beds |
| 30% or less of area median income (AMI) |  |  |
| 31-50% of AMI |  |  |
| 51-60% of AMI |  |  |
| 61-80% of AMI |  |  |
| TOTAL |  |  |

#### Supportive Housing Eligible Population (if applicable)

|  |  |
| --- | --- |
| Category | Number of Units |
| Elderly (over 60) |  |
| Disabled (not elderly) |  |
| Homeless |  |
| People with HIV/AIDS |  |
| Veterans |  |
| Other – Identify |  |
| TOTAL |  |

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are there any officers or employees of your organization or members of their immediate families, or their business associates, who will be involved with conducting this project who are:

Employees of, or closely related to employees of Horry County?  YES NO

If you have answered YES, please attach a full explanation to the application. The existence of a potential conflict of interest does not make the project ineligible for funding, however, the existence of an undisclosed conflict may result in the termination of any assistance awarded. The disclosure statement must be signed and dated.

To the best of my knowledge and belief all information in this application is true and current and submission of the application has been approved by the appropriate applicant authorities.

#### President/Executive Director Signature Date