



Economic and Community Development

NOTICE OF FUNDING AVAILABILITY
(NOFA)
&
REQUEST FOR PROJECT PROPOSALS

HOME Investment Partnerships Program (HOME) –
American Rescue Plan Act of 2021 (ARP)

DATE ISSUED:

October 21, 2022

Contents

1 REQUEST FOR PROPOSALS (RFP) INSTRUCTION	3
1.1 Public Notice	3
1.2 Project Overview.....	4
1.3 RFP schedule and Proposal Submission.....	5
1.4 Evaluation Criteria & Process.....	5
1.5 Proposal Format & Contents.....	6
2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS.....	7
2.1 Communications	7
2.2 Duties and Obligations of Agencies in the RFP Process	7
2.3 Addenda	7
2.4 No Collusion, Bribery, Lobbying or Conflict of Interest	7
2.5 Public Records.....	7
2.6 Cost of Proposal Preparation	7
2.7 Advertising	7
2.8 Vendor Registration with City of Lewiston	8
2.9 Financial Capacity; Insurance Requirements	8
2.10 City Rights and Reservations.....	8
2.11 Contract	9
2.12 Special Provisions.....	9
3 REQUESTED PROJECT SCOPE	17
3.1 Eligible Activities	17
3.2 Required Documentation.....	18
ATTACHMENTS.....	20
FORM 1 – Staffing	20
FORM 2 – Program Financial Design.....	20
FORM 3 – Service Application.....	20
FORM 4 – Development Application.....	20

1 REQUEST FOR PROPOSALS (RFP) INSTRUCTION

1.1 Public Notice

CITY OF LEWISTON NOTICE OF REQUEST FOR PROPOSALS

TITLE: HOME-ARP Homelessness Reduction Grant
ISSUE DATE: October 21, 2022
PROPOSAL DUE DATE: December 1, 2022, at 4:00 PM
MANDATORY CONFERENCE: November 1, 2022, at 10:00 AM via Zoom

<https://us02web.zoom.us/j/86484764681?pwd=aStJS1pOUVNtZVVzbVU2LzBFWXZNZz09>

All agencies must have at least one staff person attend the RFP conference to be eligible to submit a proposal.

Interested agencies must complete and submit a copy of their entire submittal via email on or before the date and times indicated.

City of Lewiston
Economic & Community Development Department
Email: intake@lewistonmaine.gov

The City of Lewiston is seeking several proposals from qualified nonprofit organizations to provide supportive services and qualified developers to develop rental units 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 Lewiston.

In 2021, as part of the federal government's response to the pandemic and associated increase in homelessness, Congress provided additional funding to the HOME program, known as the HOME-American Rescue Plan (HOME-ARP). HOME-ARP funds came with the caveat and requirement that the additional funds be used specifically to address homelessness in communities. The program is administered by the U.S. Department of Housing and Urban Development (HUD). Lewiston and Auburn together form the Auburn Lewiston HOME Consortium (ALHC). The ALHC has received a special allocation of the HOME Investment Partnership Program through the 2021 American Rescue Plan (HOME-ARP) in the amount of received \$1,700,829. The City of Lewiston's portion of the allocation is \$786,633.

Information related to this solicitation, including any addenda, will be posted to the City's Community Development webpage at: <https://www.lewistonmaine.gov/DocumentCenter/View/14784/HOME-ARP-RFP>.

For questions related to this RFP, contact:

Jessica Wilson
Community Development Program & Project Manager
Direct Phone: (207) 513-3044
Email: jwilson@lewistonmaine.gov

1.2 Project Overview

HOME Investment Partnerships Program (HOME) - American Rescue Plan Act of 2021 (ARP) provides funds for housing development, homelessness assistance 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>.

1.2.1 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.

Note: Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

1.2.2 Eligible Activities

The following activities are eligible under HOME-ARP:

- Supportive Services
- Acquisition and Development of Affordable Rental Housing

1.2.3 Eligible Geography

Projects submitted in response to this RFP must be located in and service residents that live within the City of Lewiston.

See Section 3 for additional details.

1.3 RFP schedule and Proposal Submission

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

Advertisement of NOFA:	10/21/22
NOFA Conference:	11/1/22 10:00 am
Deadline for Questions:	11/17/22
DUE DATE & TIME FOR APPLICATIONS:	12/1/22 at 4:30 pm

NOFA Conference information:

HOME-ARP NOFA Pre-submittal Zoom

<https://us02web.zoom.us/j/86484764681?pwd=aStJS1pOUVNtZVVzbVU2LzBFWXZNz09>

All agencies must have at least one staff person attend the NOFA conference to be eligible to submit a proposal.

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

City of Lewiston
Economic & Community Development Department
Email: intake@lewistonmaine.gov

Separate applications must be submitted if both Supportive Services and a housing development activity are being requested.

1.4 Evaluation Criteria & Process

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

- Strategic value and alignment with the City of Lewiston’s 2020-2024 Consolidated Plan (Up to 10 points)
- Proposed program outcomes (Up to 10 points)
- Agency experience working with proposed homelessness assistance programs (Up to 6 points)
- Financial Feasibility (Budget –Up to 2 points; Leverage – Max of 1 point; Sustainability – Max of 1 point)

The City’s Citizen Advisory Committee will perform independent technical evaluations of each Support Services proposal and make selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each application. City reserves the right to obtain clarification or additional information with any agency regarding its Proposal.

The City reserves the sole right to select the most qualified agency(s) on basis of best overall value that is most advantageous to the City.

Agencies who submit proposals will be notified of the selection results. Final recommendation of any selected agency is subject to the approval of the City Council. Approved applications will be included in the City's HOME-ARP allocation plan submission to HUD. Grant awards will be made, and funding will be available upon HUD approval of the City's allocation plan.

All rental housing projects are subject to an underwriting and subsidy layering review by the City of Auburn, as the ALHC lead member, followed by review and approval by Lewiston's City Council.

1.5 Proposal Format & Contents

For this NOFA, proposal contents and format shall be governed by Section 3 of this document.

Interested agencies must complete and submit a copy of their entire submittal in person or via email on or before the date and times indicated.

END OF SECTION ONE

2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 Communications

All communication of any nature with respect to this RFP shall be addressed to the Contracts Administrator 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 City. The City makes no representations or warranties regarding any information or data provided by the City. Agencies are expected to promptly notify the City in writing to report any ambiguity, inconsistency, or error in this RFP. Failure to notify the City 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 City's official website at <https://www.lewistonmaine.gov/DocumentCenter/View/14784/HOME-ARP-RFP>.

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 agency 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 agency 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 the City in connection with this RFP.

2.5 Public Records

Upon receipt by the City, each proposal becomes the property of the City and is considered a public record. Proposals will be reviewed by the City's evaluation committee, as well as other City staff 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 City shall not be liable for any expenses incurred by any agency responding to this RFP. Agencies submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the agency's own expense with the express understanding that the agency cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each agency shall hold the City 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, proposer agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Lewiston.

2.8 Vendor Registration with City of Lewiston

The selected agency and subcontractors must register with the City to receive payment for services and/or supplies provided under any City contract.

2.9 Financial Capacity; Insurance Requirements

The selected agency must have the financial capacity to undertake the work and assume associated liability. The selected agency shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated. The selected agency shall carry Worker's Compensation Insurance for all their employees in accordance with the Worker's Compensation laws of the State of Maine. The agency shall carry Liability Insurance with a limit of \$300,000 for personal injury or death and \$100,000 for property damage. The City may require bonding for contracts in excess of \$100,000.

2.10 City Rights and Reservations

The City expects to select one or more agencies but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any agency/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFP as issued with an addendum. The City, 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 City. The City 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 City of Lewiston reserves the sole right to award a contract or contracts to the most qualified agency(s) based on best overall proposal most advantageous to the City. The City of Lewiston is therefore not bound to accept a proposal based on lowest price. The City of Lewiston also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

2.11 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Lewiston 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 City of Lewiston'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 agency's submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

2.12 Special Provisions

2.12.1 FLOW DOWN REQUIREMENTS

The Home Investment Partnership 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 Code of Federal Regulations (CFR) Part 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 Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- CFR 24 Part 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.

As Found in CFR 24 Part 92

- §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 Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”.

By submitting a proposal, the agency 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 and city compliance regulations will result in withholding or denial of contract/written agreement reimbursements.

2.14.2 FEDERAL CONTRACT PROVISIONS

- **DEBARMENT AND SUSPENSION.** The Agency represents and warrants that neither the Agency nor any subcontractor or subrecipient 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 Agency or any subcontractor or subrecipient performing work at any tier is included on the federally debarred bidder’s list, the Agency shall notify the City immediately. The Agency’s completed Form 11 – Vendor Debarment Certification is incorporated herein as Form L.1 below.
- **RECORD RETENTION.** The Agency certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Agency 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 City notice that the City 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 Agency represents and warrants that in its performance under the Contract, the Agency 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 Agency 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. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ENERGY EFFICIENCY. The Agency certifies that the Agency will follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).
- BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). The Agency certifies that:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, 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 Agency 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 Agency 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 sub-recipients shall certify and disclose accordingly.
 - The Agency's completed Form 12 –Byrd Anti-Lobbying Certification is incorporated herein as Form L.2 below.
- RIGHT TO INVENTIONS. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City 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 City 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 Agency shall conform to program income requirements as applicable to use of federal funds. At the end of the program year, the City 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 Agency shall transfer to the

City 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 Agency'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 consistent with federal guidelines and approved by the City.

- EXECUTIVE ORDER 11246. During the performance of this Agreement, the Agency agrees as follows:
 - The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Agency 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 Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - The Agency 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 Agency 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 Agency 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 Agency'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 Agency 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 Agency 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 Agency 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 Agency becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of

such direction by the contracting agency, the Agency 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 Part 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, Part 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, Part 75.

- The Agency will submit all required reports and records to the City of Lewiston and require subcontractors to submit reports and records. Reports should be submitted at the completion of the project, quarterly, annually or upon City's request. Project completion occurs upon receipt of Completion of Occupancy.
- Noncompliance with HUD's regulations in 24 CFR, Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 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 Agency 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 Agency 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 Agency and the Agency's activities in the performance of this Agreement specifically. Furthermore, with respect to the use of Federal funds granted under this Agreement, the City shall maintain documentation, which demonstrates compliance with hour and wage requirements of this Section. Such documentation shall be made available to the City

for review upon request. The Agency agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than (8) households, the Agency 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 City 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 Agency'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 Agency 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, Agency shall cause or require being inserted provisions meeting the requirements of this Section. Notwithstanding the above or anything in this Agreement to the contrary, Agency's obligations and responsibilities under this Section are conditioned upon City delivering to Agency 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 City which are referred to herein.

- HISTORIC PRESERVATION. With respect to activities involving Federal funds, the Agency 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 Agency 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 Agency 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 Agency 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 sub-recipients) 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:
 - 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.
 - 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.

END OF SECTION TWO

3 REQUESTED PROJECT SCOPE

The City of Lewiston is soliciting proposals for projects to support populations at risk of or experiencing homelessness with a goal of mitigating impacts of the COVID-19 pandemic. The City will consider projects that can be completed within four years or less. The City is most interested in strategies that align with the City's 2020-2024 Consolidated Plan. A scorecard based on the plan will be used to score the strategic value of proposals. A guide to the strategic value scorecard can be found at <https://www.lewistonmaine.gov/DocumentCenter/View/14784/HOME-ARP-RFP>.

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>.

3.1 Eligible Activities

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 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.

3.2 Required Documentation

Proposals shall be submitted in electronic format as PDF documents. Submittals must include the required documentation listed below. If the City 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 the proposal as a single PDF document.

Separate applications must be submitted if both Supportive Services and a housing development activity are being requested.

3.3 Income Qualification

Household Income: The following income requirements apply to HOME-ARP households:

Qualifying Households: At initial occupancy and each subsequent year during the minimum 15-year compliance period, the Agency/Developer must use the definition of annual income at 24 CFR 5.609 and the process described in the HUD CPD Notice to determine the household’s contribution to rent.

Low-Income Households: The Agency/Developer must use the definition of annual income at 24 CFR 5.609 and the process described in the HUD CPD Notice to examine the household’s income at initial occupancy and each subsequent year during the minimum 15-year compliance period to determine the household’s ongoing income eligibility and applicable contribution to rent.

Effective June 1, 2022
2022 Income Limits and HOME Rents

AMI by Household Size								
	1	2	3	4	5	6	7	8
30% (Extremely Low)	\$16,750	\$19,150	\$23,030	\$27,750	\$32,470	\$37,190	\$41,910	\$46,630
50% (Very Low)	\$27,900	\$31,850	\$35,850	\$39,800	\$43,000	\$46,200	\$49,400	\$52,550
60%	\$33,480	\$38,220	\$43,020	\$47,760	\$51,600	\$55,440	\$59,280	\$63,060
80% Low	\$44,600	\$51,000	\$57,350	\$63,700	\$68,800	\$73,900	\$79,000	\$84,100
100%	\$55,800	\$63,700	\$71,700	\$79,600	\$86,000	\$92,400	\$98,800	\$105,100
120%	\$66,960	\$76,440	\$86,040	\$95,520	\$103,200	\$110,880	\$118,560	\$126,120

Unit Size							
	Efficiency	1	2	3	4	5	6
Low HOME Rent	\$ 697	\$ 746	\$ 896	\$ 1,035	\$ 1,155	\$ 1,274	\$ 1,393
High HOME Rent	\$ 717	\$ 781	\$ 999	\$ 1,297	\$ 1,444	\$ 1,575	\$ 1,705
FMR rents	\$ 717	\$ 781	\$ 999	\$ 1,297	\$ 1,530	\$ 1,760	\$ 1,989
LHA *120% FMR	\$ 860	\$ 937	\$ 1,199	\$ 1,556	\$ 1,836	\$ 1,139	\$ 2,387
50% rent limit	\$ 697	\$ 746	\$ 896	\$ 1,035	\$ 1,155	\$ 1,274	\$ 1,393
65% rent limit	\$ 896	\$ 951	\$ 1,143	\$ 1,312	\$ 1,444	\$ 1,575	\$ 1,705

Source: U. S. Department of Housing and Urban Development [HUD] www.huduser.gov

3.3.1 Checklist

✓	Document	Supportive Services	NCS/Rental Development
	Form 1 – Staffing*	X	X
	Form 2 – Program Financial Design*	X	
	Form 3 – Service Application*	X	
	Form 4 – Development Application*		X
	Development Proposal to include Project Description Agency’s track record with similar projects Development team experience		X
	Evidence of agency 503(c) status	X	X
	Evidence that entity is in good standing with State of Maine		X
	Form 990 (nonprofit agencies only)	X	X
	Site Plan/Evidence of Control/Statement of Intent		X
	Management plan		X
	Proforma		X
	Project timeline	X	X
	Project budget/Sources and Uses		X
	Property Inventory/properties under management	X	X
	Appraisal		X
	Market Study		X
	Evidence of Zoning (building permit or letter from local zoning administration)		X
	If non-City regulatory agreements will be in place, the required documentation		X
	Commitments for non-HOME funds		X
	Lewiston Housing Authority Application (if project includes tax credits (LIHTCs))		X
	If any existing building was completed prior to 1978, additional submission requirements re: lead paint		X
	Relocation Plan, if applicable, including: a) Current tenant profile b) Current rent and utility schedule		X

END OF SECTION THREE

ATTACHMENTS

FORM 1 – Staffing

FORM 2 – Program Financial Design

FORM 3 – Service Application

FORM 4 – Development Application

FORM 1 – Staffing

AGENCY NAME: _____

RFP NAME: HOME-ARP HOMELESSNESS REDUCTION 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
John Smith, Counselor	Program eligibility client services & counseling	Full time staff assigned 50% to this program	MSW

Form 2 – Program Financial Design

BUDGET PROPOSAL			
Line Items	HOME-ARP Funds	Other Funds	Total Funds
HOME-ARP Eligible Activities			
Production of Affordable Rental Housing			
1. New Construction	\$	\$	\$
Total Affordable New Rental Housing	\$	\$	\$
Provision of Supportive Services	\$	\$	\$
1. Case Management [Homeless Prevention/Housing Counseling]	\$	\$	\$
3. Childcare	\$	\$	\$
4. Educational Skills	\$	\$	\$
5. Employment Skills	\$	\$	\$
6. Job Training	\$	\$	\$
7. Other (Please Describe):	\$	\$	\$
Total Supportive Services Activities	\$	\$	\$
GRAND TOTAL OF ALL COMPONENTS	\$	\$	\$

Information provided in this proposal requesting rental assistance and/or 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 _____

Dated _____

Print Name _____

Title _____

Form 3 –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 City 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.

AGENCY AND PROGRAM INFORMATION

Agency:			
Address:			
Director:			
Agency Contact:			
Phone Number:		Email:	
Supportive Services	\$		
Total Funding requested from City	\$		
Unique Entity Identifier (UEI):			

Agency Incorporation date (Month and Year)	
Estimated Budget for Current Fiscal Year	
Number of staff employed (full time equivalents):	

Provide description of your agency and describe your agency’s proposed project:

Agency Description:

Agency Mission Statement:

Agency 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 agency's funding request:

How long has your agency provided this type of assistance?

Describe your agency's program and approach. How will this funding be incorporated to advance your mission and the strategic objectives of the City of Lewiston's 2020-2024 Consolidated Plan?

The goal of City 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 agency's long-term housing strategy including how you plan to transition each population group to a permanent housing solution.

Explain the current status of all open City funded contracts. What percent of funds have been expended? What is your agency's plan to complete open contracts? (If you have no open contracts, respond NA)

How will your agency ensure successful outcomes?

Explain your agency's staffing. Do you currently have the appropriate staffing to carry out the proposed activity(ies)? If not, how do you plan to staff for the activity?

Describe the process your agency has in place to ensure that all staff understand and will meet HOME contract requirements for required reporting and invoice submittal.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are there any officers or employees of the agency/company 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 the City of Lewiston? YES

NO

Members of, or closely related to members of, the Lewiston City Council? YES

NO

If you have answered **YES** to any question, **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.

Signature:

Dated:

Print Name:

Title:

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 City 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.

Agency Information

Agency:			
Applying as:			
Address:			
Principal:			
Phone Number:		Email:	
Requested Funding Amount:	\$		
Unique Entity Identifier (UEI):			

Agency 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:	

Will the Project have LIHTC? Yes No

If yes, provide a copy of LIHTC application that has been submitted.

TYPE OF ACTIVITY

Permanent Housing for Eligible Populations

TYPE OF PROJECT

Multifamily New Construction
 Multifamily Rehabilitation

Conversion of Use
 Acquisition

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
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	

Developer Information

Developer Entity Name:	
Contact Person/ Title:	
Unique Entity Identifier (UEI):	
Address:	
City/State/Zip:	
Phone:	
Email:	

Legal Form of Ownership:

Individual General Partnership Limited Partnership Limited Liability
 For-profit Corporation Non-profit Corporation Other

List Development Team Members:	Expertise:	UEI #
	Contractor/Builder	
	Architect	
	Engineer	
	Attorney	
	Tax Accountant	
	Syndicator	
	Other:	
	Other:	
	Other:	

Does developer hold a direct financial interest in any development team member listed above? Yes No

If yes, describe the relationship:

Has the developer completed any other rental development project? Yes No

If yes, list completed projects:

Name of Development and City/Town:	New	Rehab	HO	Rental	L/M	MKT	# of units	Total Development Cost

Owner Information

Owner Entity Name:	
Contact Person/ Title:	
Unique Entity Identifier (UEI):	
Address:	
City/State/Zip:	
Phone:	
Email:	

Legal Form of Ownership:

Individual
 General Partnership
 Limited Partnership
 Limited Liability
 For-profit Corporation
 Non-profit Corporation
 Other

Does owner hold a direct financial interest in the developer or any development team member listed above?

Yes No

If yes, describe the relationship:

Request for Proposals: HOME-ARP

Does the owner have any ownership interest in any other rental development project? Yes No

If yes, list completed projects:

Name of Development and City/Town:	New	Rehab	HO	Rental	L/M	MKT	# of units	Length of Time of Ownership

Managing Entity Information

Managing Entity Name:	
Contact Person/ Title:	
Unique Entity Identifier (UEI):	
Address:	
City/State/Zip:	
Phone:	
Email:	

Legal Form of Ownership:

- Individual
 General Partnership
 Limited Partnership
 Limited Liability
 For-profit Corporation
 Non-profit Corporation
 Other

Does the managing entity hold a direct financial interest in the developer or any development team member listed above? Yes No

If yes, describe the relationship:

Does the managing entity have any experience managing other similar type rental projects? Yes No

If yes, list projects:

Name of Development and City/Town:	New	Rehab	HO	Rental	L/M	MKT	# of units	Length of Time Managing

DEVELOPER/OWNER/MANAGING ENTITY OR DEVELOPMENT TEAM MEMBER EXCLUSIONS

Has the Developer/Owner/Managing Entity or any members of the Development Team received a suspension, debarment or limited denial of participation from Federal contracting opportunities by any agency of the federal Government?

Yes No If yes, please provide details:

SITE INFORMATION

Has the following environmental reports been completed for the project?

Phase 1 By whom: Date Completed:

Phase 2 By whom: Date Completed:

Remediation Plan By whom: Date Completed:

Analysis of Brownfields Cleanup Alternatives (ABCA)

By whom: Date Approved by the EPA:

Briefly summarize the environmental concerns:

Form of Site Control: Option Contract Other:

Date of Acquisition: Price:

Site area purchased in transaction: sq ft

Site area to be utilized for the proposed development: sq ft

Seller's Name:

Mailing Address:

City: State: Zip Code: Phone #

Arms-Length transaction? Yes No

Explain the relationship between buyer and seller. Provide sales contract. If the sales contract cannot be provided at the initial application stage, it will need to be provided to receive firm financing commitment.

Does the current site zoning allow residential use? Yes No

Will the current site(s) require lots to be sub-divided?

Yes

No

When do you expect Zoning Board approval?

*Provide letter of approval when it is received.

Are the following utilities now located on site?

Public water supply	Yes	No	Feet from site
Public sewer system	Yes	No	Feet from site
Natural gas distribution system	Yes	No	Feet from site
Electric power system	Yes	No	Feet from site
Cable television system	Yes	No	Feet from site
Telephone system	Yes	No	Feet from site

RELOCATION INFORMATION

Please indicate which statements apply to your proposed development:

Building on vacant land. Yes No

All buildings have been vacant for at least 90 days prior to the submission of this application: Yes No

Some or all of the buildings are (were) occupied within 90 days Prior to the submission of this application: Yes No

If you answer yes to any of the following questions, please provide a copy of your relocation plan:

Will your development plans require any occupants to move temporarily? Yes No

Will your development plans require any occupants to move permanently? Yes No

Will your development plans require any commercial occupants to move? Yes No

DEVELOPMENT SCHEDULE

For each item listed below, enter the month and year that the item was or is expected to be accomplished. If the item does not apply to your development, mark N/A:

	Activity	Month / Year
Site	Option Contract Closing Zoning Site Analysis	
Construction Financing	Source: Application Submission Conditional Commitment Firm Commitment	

Plans

Preliminary Drawings

Working Drawings

Construction Loan Closing:

Construction Start

Marketing Start-up

Construction Complete

Units Rented

CERTIFICATION

The undersigned applicant(s) hereby certify that, to the best of its knowledge, all of the information in this application and all supporting documentation is correct, complete and accurate. The applicant further certifies that:

1. The costs listed above are based upon firm bids or estimates and are reasonable and sufficient to complete the proposed development project.
2. The applicant possesses the legal authority to apply for the allocation and to execute the proposed activity.
3. The applicant is not currently suspended or debarred from receiving federal funds.
4. The applicant will comply with all statutes and regulations governing or applicable to the HOME program.
5. The information, statements and attachments contained in support of this application is given for the purpose of obtaining financial assistance from the A-LHC and is true and correct to the best of my knowledge and belief. Representations made in the application will be the basis of the written HOME agreement if funding is awarded. All information contained in this application is acknowledged to be public information.
6. The applicant understands and agrees that if false information provided in this application has the effect of increasing the applicant's competitive advantage, the A-LHC will disqualify the applicant and may hold the applicant ineligible to apply for HOME funds until any issue of restitution is resolved.
7. If false information is discovered after the award of HOME funds, the A-LHC may terminate the applicant's written agreement and recapture all HOME funds expended.
8. The applicant shall not, in the provision of services, or in any other manner discriminate against any person on the basis of race, religion, sex, sexual orientation, national origin, familial status, or handicap.
9. The applicant agrees that verification of any of the information contained in this application may be obtained from any source named herein.
10. The applicant possesses the experience necessary to undertake and finance the proposed project.
11. The applicant will at all times indemnify and hold the A-LHC harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the ALHC's acceptance, consideration, approval, or disapproval of this request and the issuance or non-issuance of HOME funds herewith.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are there any officers or employees of the agency/company 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 the City of Lewiston? YES

NO

Members of, or closely related to members of, the Lewiston City Council? YES

NO

If you have answered **YES** to any question, **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.

Signature:

Dated:

Print Name:

Title: