

BID 12206
REQUEST FOR QUALIFICATIONS
REAL ESTATE CONSULTANT SERVICES RFQ 12206
for
Federally-Funded Housing Program Properties

The City of Little Rock is seeking real estate consultant services to market and sell properties for its federally-funded housing programs including the Neighborhood Stabilization Program 2 (“NSP2”), Community Development Block Grant (“CDBG”) Programs, and HOME Grant Programs. This Request for Qualifications (“RFQ”) provides a description of the required services, minimum qualifications, applicable federal regulations, and submission requirements.

1. General

The City’s primary and most immediate need for real estate marketing involves the sale of homes that have been rehabilitated or constructed as part of the Little Rock NSP2 Program. In February of 2010, the U.S. Department of Housing and Urban Development (“HUD”) awarded the City of Little Rock, the Little Rock Housing Authority, Better Community Developers and Habitat for Humanity (the “Consortium Members”) grant funds for the purpose of acquiring and rehabilitating properties located within neighborhoods which experienced an extended period of decline and destabilization within Census Tracts 10 and 13. The sale of rehabilitated properties will generate Program Income and allow the NSP2 Program to continue to provide affordable housing and improve the health and safety of targeted neighborhoods.

In addition, the City of Little Rock utilizes federal HOME Program funds and CDBG funds to acquire and rehabilitate properties that are then sold to low-income homebuyers. These programs support the expansion of safe, sanitary and affordable housing within targeted neighborhoods.

2. Scope of Services

The following list identifies real estate consultant services to be provided by the successful bidder. Notwithstanding the detailed scope of services, the successful bidder will work as an independent consultant and will not be considered an employee of the City of Little Rock. The following list is not intended to be all inclusive as unanticipated situations may arise that require additional assistance. The City of Little Rock reserves the right to contract for less than all of the listed services.

2.01 Pre-Listing Activities:

- a) Make appointment with City of Little Rock contact person for listing presentation.
- b) Research all comparable properties currently listed.
- c) Research sales activity for the past eighteen (18) months from the Multiple Listing Service (“MLS”) and public records databases.
- d) Research “Average Days on Market” for a particular property’s type, price range and location.
- e) Download and review property tax roll information.

- f) Prepare “Comparable Market Analysis” (“CMA”) to establish the fair market value.
- g) Obtain a copy of the subdivision plat or complex lay-out.
- h) Research the property’s ownership and deed type.
- i) Research the property’s public record information for lot size and dimensions.
- j) Research and verify the property’s legal description.
- k) Research the property’s land use designation and any deed restrictions.
- l) Research the property’s current land use and zoning.
- m) Verify the legal name(s) of the owner(s) in the county’s property records.
- n) Prepare a listing presentation package with the above information.
- o) Perform a “Curb Appeal Assessment” of the property.

2.02 Listing Appointment Presentation:

- a) Give the City of Little Rock an overview of current market conditions and projections.
- b) Present CMA Results to the City of Little Rock, including Comparables, Solds, Current Listings and Expireds.
- c) Offer pricing strategy based on professional judgment and interpretation of the current market conditions.
- d) Discuss with City staff goals to market effectively.
- e) Present and discuss a strategic master marketing plan.

2.03 After the Property is Under a Listing Agreement:

- a) Review the current title information.
- b) Measure the overall and heated square footage.
- c) Confirm the lot size by reviewing the City’s copy of a certified survey, if available.
- d) Note any and all unrecorded property lines, easements or other agreements.
- e) Obtain house plans, if applicable and available.
- f) Review the house plans.
- g) Order a plat map for retention in the property’s listing file.
- h) Agree on showing-time window with the City of Little Rock, and prepare showing instructions for the buyers’ agents.
- i) Obtain current mortgage loan(s) information: include companies and loan account numbers.
- j) Verify the current loan information with the lender(s).
- k) Check the assumability of the loan(s) and any special requirements.
- l) Discuss possible buyer financing alternatives and options with the City of Little Rock.
- m) Review a current appraisal if available.
- n) Research and verify the availability of natural gas service and the supplier’s name and phone number.
- o) Verify any security system’s current term of service and whether the equipment is owned or leased.
- p) Verify whether the City of Little Rock has a transferable Termite Bond.
- q) Ascertain the need for lead-based paint disclosure.
- r) Prepare a detailed list of property amenities and assess the market impact.
- s) Prepare a detailed list of the property’s “inclusions and conveyances with sale.”

- t) Compile a list of completed repairs and maintenance items.
- u) Explain the benefits of the Home Owner Warranty to the City of Little Rock.
- v) Assist the City of Little Rock with the completion and submission of the Home Owner Warranty Application.
- w) When received, place the Home Owner Warranty in the property file for conveyance at the time of sale.
- x) Have an extra key made for the lockbox.
- y) Arrange for installation of a yard sign including required NSP2 signage.
- z) Assist the City of Little Rock with completion of the Seller's Disclosure form.
- aa) Review the results of the Curb Appeal Assessment with the City of Little Rock and provide suggestions to improve salability.
- bb) Review the results of the Interior Décor Assessment and suggest changes to shorten time on the market.

2.04 Enter the Property in the Multiple Listing Service Database:

- a) Prepare the MLS Profile Sheet - the consultant is responsible for quality control and accuracy of the listing data.
- b) Enter the property data from the Profile Sheet into the MLS Database.
- c) Proofread the MLS Database listing for accuracy – including proper placement in the mapping function.
- d) Add the property to the Active Listings list.
- e) Provide the City of Little Rock with signed copies of the Listing Agreement and the MLS Profile Sheet Data Form within 48 hours.
- f) Take photos of the property for upload into the MLS site and for use in flyers.

2.05 Market the Listing:

- a) Create print and Internet ads with input from the City of Little Rock contact person.
- b) Coordinate showings of the property with the City of Little Rock, tenant and other realtors.
- c) Install electronic lock box, if authorized by the City of Little Rock. Program lock box for agreed showing times.
- d) Prepare mailing and contact list.
- e) Prepare flyers for each property.
- f) Review comparable MLS listings regularly to ensure that the property remains competitive in price, terms, conditions and availability.
- g) Prepare a property marketing brochure for review by the City of Little Rock.
- h) Arrange for printing or copying of marketing brochures and fliers.
- i) Upload listing to consultant's Internet site, if applicable.
- j) Mail "Just Listed" notice to all neighborhood residents.
- k) Provide marketing data to buyers who utilize international relocation networks.
- l) Provide marketing data to buyers who utilize a referral network.
- m) Provide "Special Features" cards for marketing, if applicable.
- n) Submit ads to the company's participating Internet real estate sites.
- o) Reprint and provide brochures promptly as needed.

- p) Review and update loan information in the MLS as required.
- q) E-mail or fax feedback information to buyers' agents after showings.
- r) Review the weekly Market Study.
- s) Advise City of Little Rock contact person if changes would help to accelerate the sale, based on feedback from buyers' agents.
- t) Contact the City of Little Rock on a weekly basis to discuss marketing and pricing.
- u) Promptly enter authorized price changes in the MLS Database.
- v) Pre-schedule a minimum of two (2) open houses per month, with advertisement placed in a local newspaper and posted on the Cooperative Arkansas Realtors MLS website.

2.06 Offer and Contract.

- a) Receive and review all Offers to Purchase submitted by buyer or buyer's agent.
- b) Evaluate each offer and prepare a "Net Sheet" for comparison by the City of Little Rock contact person.
- c) Counsel the City of Little Rock with respect to offers. Explain the merits and weaknesses of each component.
- d) Contact the buyer's agent to review the buyer's qualifications and to discuss the Offer.
- e) Fax or deliver the Seller's Disclosure upon request by the potential buyer or the potential buyer's agent, preferably before an offer is made.
- f) Call loan officer to confirm that the buyer is pre-qualified.
- g) Obtain buyer's pre-qualification letter from the loan officer.
- h) Negotiate offers and amendments on behalf of the City of Little Rock, subject to final approval by the City of Little Rock, and set time limits for loan approval and for the closing date.
- i) Prepare and convey any counteroffers, acceptance or amendments to buyer's agent.
- j) Email copy of negotiated contract and all addenda, in Word format, to closing attorney for the City of Little Rock.
- k) When Offer to Purchase Contract is accepted and signed by the City in duplicate, deliver one original-signature copy to the buyer's agent.
- l) Record and promptly deposit buyer's earnest money in escrow account.
- m) Disseminate "Under-Contract Showing Restrictions" as requested by the City of Little Rock.
- n) Deliver an original signature copy of the fully signed Offer to Purchase Contract to the City of Little Rock.
- o) Deliver or fax copies of the fully signed Offer to Purchase Contract to the Lender and to the Title Company.
- p) Advise the City of Little Rock with regard to how to handle Offers to Purchase submitted between Contract and Closing.
- q) Assist buyer with obtaining financing, if applicable, and follow-up as necessary.
- r) Coordinate with the lender on Discount Points being locked in with dates.
- s) Deliver unrecorded property information to the buyer.
- t) Verify termite inspection ordered.
- u) Verify mold inspection ordered, if required.

2.07 Tracking the Loan Process.

- a) Confirm that verifications of deposit and buyer's employment have been returned.
- b) Follow the loan processing through to the underwriter.
- c) Contact the lender weekly to ensure that loan processing is on track.
- d) Relay final approval of buyer's loan application to the City of Little Rock.

2.08 Home Inspection:

- a) Coordinate the buyer's professional home inspection with the City of Little Rock.
- b) Review the home inspector's report.
- c) Explain the City's responsibilities with respect to loan limits and interpret any clauses in the contract.
- d) Ensure the City's compliance with the Home Inspection Clause requirements.
- e) Oversee completion of all required repairs on the City's behalf, if needed.

2.09 The Appraisal:

- a) Schedule the appraisal.
- b) Provide comparable sales used in market pricing to Appraiser.
- c) Follow-up on Appraisal.
- d) Assist the City of Little Rock in questioning the Appraisal Report if it seems too low.

2.10 Closing Preparations and Duties:

- a) Coordinate the closing process with the buyer's agent and lender.
- b) Update the closing forms and files.
- c) Ensure that all parties have all forms and information needed to close the sale.
- d) Select location where closing will be held.
- e) Confirm the closing date and time and notify all parties.
- f) Assist in resolving any title problems or in obtaining death certificates.
- g) Work with buyer's agent in scheduling and conducting the buyer's Final Walk-Through prior to closing.
- h) Research all tax, HOA, utility and other applicable proration.
- i) Request final closing figures from the closing agent (attorney or title company).
- j) Receive and carefully review closing figures to ensure accuracy of preparation.
- k) Forward verified closing figures to the buyer's agent.
- l) Request a copy of the closing documents from the closing agent.
- m) Confirm that buyer and buyer's agent have received the title insurance commitment.
- n) Provide "Home Owner's Warranty" for availability at closing.
- o) Review all closing documents carefully for errors.
- p) Forward the closing documents to the City of Little Rock.
- q) Review closing documents with the closing agent (attorney).
- r) Provide earnest money deposit check from the escrow account to the closing agent.
- s) Have a "no surprises" closing so that the City receives a net proceeds check at closing.

3. Minimum Qualifications

3.01 Minimum Qualifications. In order to be considered for the RFQ selection process, the bidder must document the following qualifications at a minimum:

- a) At least five (5) years of experience in real estate consultant services with a minimum of three (3) years working in the Little Rock housing market.
- b) An established Little Rock real estate office.
- c) Familiarity with Little Rock neighborhoods.
- d) The ability to carry out the activities described in the Scope of Services above.
- e) The ability to assign qualified personnel to carry out required services.
- f) Current business and professional licenses and certificates as required by state, federal and local law.
- g) A proven track record of successful completion of this type of work.

3.02 References. In addition to documentation that establishes the bidder's qualifications, each submission must include a minimum of three (3) references for real estate consultant services provided. Each reference should be for services provided within the past two (2) years as a seller's agent and must include the client's name and contact information. The City of Little Rock reserves the right to obtain additional information about the bidder's past performance.

4. Federal Grant Requirements

4.01 Federal Compliance Provisions. The successful bidder must execute a contract for real estate consultant services that includes federal compliance provisions applicable to the City's federally-funded housing programs. At a minimum, these provisions shall include the language presented in **Attachment A** to this RFQ.

5. General Contract Requirements

5.01 Priority. This RFQ and the Terms and Standard Conditions for all City of Little Rock invitations for bid become a part of the successful bidder's contract. In the event of a conflict, this RFQ overrides the City's Terms and Standard Conditions.

5.02 Taxes. The successful bidder must register with and remit taxes directly to the Arkansas Department of Finance and Administration.

5.03 Term. The term of the real estate consultant agreement shall be one (1) year with City of Little Rock option to renew the agreement three (3) times in one-year increments, subject to the possibility of early termination as described in Subsection 5.08 below.

5.04 Governing Law. The real estate consultant agreement shall be governed by and construed under the laws of the State of Arkansas and Federal law, as applicable. In the event of any legal action to enforce or interpret the agreement, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas.

5.05 Compliance. The successful bidder must comply with applicable federal laws, State laws, and local ordinances and regulations in effect during the term of the agreement and must agree not to discriminate against any individual because of race, religion, gender, age, color, national origin or disability, as such relates to the performance of the agreement.

5.06 Recordkeeping. The successful bidder shall maintain all financial and accounting records related to the real estate consultant contract in accordance with generally accepted principles of accounting. Such records shall be made available, upon request, to the City of Little Rock during the term of the agreement.

5.07 Indemnification. The successful bidder shall indemnify, hold harmless and defend the City of Little Rock from and against any claims, demands, debts, damages, actions, causes of action and judgments arising out of or in connection with the following:

- a) Any act, omission or negligence of the successful bidder or its agents related to its performance under the real estate consultant agreement.
- b) Any claim or action by a third party against the City of Little Rock alleging that the services provided by the successful bidder infringe on the third party's intellectual property rights.
- c) Any claim against or liability of the City of Little Rock arising from the successful bidder's violation of any law, ordinance or regulation applicable to the service provided under the agreement.
- d) Any taxes, fines or penalties sought or recovered by any governmental entity, including but not limited to the Internal Revenue Service or any state taxing authority arising out of the failure of the successful bidder to remit federal, state or local taxes during the term of the agreement.

5.08 Early Termination. The real estate consultant agreement may be terminated prior to the expiration date for any of the following reasons:

- a) If either party fails to perform its obligations under the agreement and such failure continues for a period of thirty (30) days after written notice of default, the other party shall have the right to terminate the agreement.
- b) The City reserves the right to terminate the maintenance agreement for loss of public funding by providing a minimum of ninety (90) days written notice to the consultant.

5.09 Modification. No provision of the real estate consultant agreement may be amended without a written addendum signed by the parties to the agreement.

5.10 Statutory Immunity. Nothing in the real estate consultant agreement shall be construed as limiting the City's statutory immunity.

5.11 Assignment. The real estate consultant agreement shall not be assigned by either party without the prior written consent of the other party.

5.12 Independent Contractor. The Consultant shall not be considered an employee of the City, but shall at all times, and in all respects, have the rights and liabilities of an independent contractor.

5.13 Third Party Contracts. Nothing contained in the real estate consultant agreement shall create a contractual relationship with, or cause of action in favor of, a third party against the City or the Consultant.

5.14. Arbitration. The real estate consultant agreement shall not require consent to arbitration or mediation of disputes related to the agreement.

6. Submission Requirements

6.01 General. Real estate consultants who wish to be considered for selection by the City must submit five (5) copies of their Qualifications to Jerry Paul, Little Rock Purchasing Agent, 500 West Markham, Suite 300, Little Rock, Arkansas 72201. The Qualifications Packet must be received at this address no later than 3:00 p.m. on 2/10/12.

Each bidder's Qualifications must be enclosed in an opaque envelope clearly marked "RFQ – REAL ESTATE CONSULTANT SERVICES" and must identify the City of Little Rock bid number. Materials included in the Qualifications Packet must document that the bidder meets the minimum qualifications and should support the evaluation criteria attached to this RFQ. The official who is authorized to sign contracts on behalf of the bidder must sign the Qualifications Submission in ink. **UNSIGNED QUALIFICATIONS SUBMISSIONS WILL NOT BE CONSIDERED.**

6.02 Contents. Each Qualifications submission must be organized as follows:

- a) Identification of the city project and bid number.
- b) The legal name, address and telephone number of the bidder's real estate company and whether the business is a corporation, firm, partnership, limited liability company or individual. Provide a brief description and history of the company.
- c) The name, title and telephone number of the contact person who is authorized to act for, and bind, the real estate company.
- d) Signature of the official who is authorized to sign contracts on behalf of the bidder.
UNSIGNED QUALIFICATIONS SUBMISSIONS WILL NOT BE CONSIDERED.
- e) The address and phone number of the office that will perform the work, if different.
- f) The bidder's technical approach: method and scheduling used to accomplish the required services effectively and efficiently.
- g) Financial capabilities: disclosure of any upcoming changes in the structure of the company; description of professional or commercial insurance coverage.
- h) Experience:
 - (i) List all disciplines represented on staff and the number of persons in each discipline, including administration;
 - (ii) Provide the name and addresses of all consultants or associates who will be used to provide the services;
 - (iii) Provide brief resumes of key personnel.

- (iv) Describe at least three (3) examples of past work which illustrates current relevant qualifications, giving the bidder's responsibilities, and the property owner's name and contact information;
- (v) Provide a narrative of any additional information that supports the company's qualifications.

NO PRICING IS TO BE INCLUDED IN YOUR QUALIFICATIONS SUBMITTAL. TO DO SO WILL DISQUALIFY YOUR BID.

6.03 Amendments. This RFQ and the City's Standard Terms and conditions for Invitations to Bid shall not be changed except by official written addendum issued by the City of Little Rock Purchasing Agent and posted on the City's website at www.littlerock.org. **IT IS THE BIDDER'S RESPONSIBILITY TO REVIEW THE CITY OF LITTLE ROCK BID INFORMATION ONLINE TO ENSURE THAT THEY HAVE RECEIVED AND RESPONDED TO ALL AMENDMENTS TO THE RFQ.**

6.04 Questions. All questions regarding this RFQ must be submitted in writing to Jerry Paul, City of Little Rock Purchasing Agent, at jpaul@littlerock.org. Questions must be submitted no later than 1/27/12. Any clarification of this RFQ will be published on the City's website www.littlerock.org. The City will respond to all questions no later than 2/03/12.

6.05 Reservation. The City of Little Rock reserves the right to reject any and all Qualifications submissions and to waive minor deviations and informalities. Publication of this RFQ does not commit the City of Little Rock to contract for services. The City will not be responsible for any costs incurred by the bidder in preparing or submitting its Qualifications Packet.

6.06 Selection Process. At the above-noted time and location, the Qualifications Packets will be opened publicly and will become public information pursuant to the Arkansas Freedom of Information Act. Qualifications submissions will be evaluated by a review committee appointed by the Little Rock City Manager. A list of selection criteria that will be used to evaluate each bidder's qualifications is attached to this RFQ as **Attachment B**.

A real estate consultant contract will be negotiated with the most qualified bidder, as determined by the review committee. If an agreement cannot be reached, a contract will be negotiated with the next most qualified bidder.

Attachment A

Federal Compliance Provisions

1. **General.** This project is subject to the requirements of 24 CFR § 570, as amended, concerning Community Development Block Grants (“CDBG”) and is subject to applicable provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”). More specifically, this project is subject to the Federal statutes, regulations and Executive Orders identified in the NSP2 Grant Award Agreement between Owner and the Department of Housing and Urban Development. Consultant shall abide by all applicable Federal, state and local laws, regulations, codes and ordinances in the performance of all activities required by this Consultant Agreement. Consultant shall include all applicable requirements in its subcontracts for this project.
2. **Conflict of Interest.** No person who is an employee, agent, consultant, officer, or elected or appointed official of the Owner or other pertinent party may obtain a personal or financial interest or benefit from, or have an interest in, this Agreement or the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter, if they exercise or have exercised any functions or responsibilities with respect to the CDBG Entitlement Program or the Neighborhood Stabilization Program 2.

Pursuant to 24 CFR § 570.611, no persons who exercise or have exercised such functions or responsibilities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom that have business or immediate family ties, during their tenure or for one year thereafter. Consultant covenants that no person having such financial interest shall be employed or retained by the Consultant in the performance of this Agreement.

3. **Displacement.** Consultant shall ensure that no person will be displaced from his or her dwelling as a direct result of activities assisted with NSP2 funds provided under this Agreement.
4. **Lobbying.** Consultant shall not pay any part of funds received under this Agreement for lobbying the Executive or Legislative Branches of the Federal, State, or local government.
5. **Lobbying Certification:** The Consultant hereby certifies that no Federal appropriated funds have been paid, or will be paid, by or on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any agency of the United States government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally-funded Agreement, the Contractor will complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Consultant's Lobbying Certification has been provided to the Owner by a separate signed document, is a material representation of fact upon which reliance is placed in the execution of this Agreement and is a prerequisite imposed by Federal law for making or entering into this Agreement.

6. **Drug-Free Workplace Certification:** Consultant hereby certifies that Consultant will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 and HUD's implementing regulations at 2 CFR § 2429.

7. **Required Records:**

Progress Reports. As part of the monitoring requirements for ARRA funded projects, the City is responsible for submitting periodic financial reports and project performance reports to the Department of Housing and Urban Development. To help facilitate submission of the required progress reports, Consultant shall submit to the City a Sales and Marketing Update for project properties within four (4) calendar days following the end of each calendar quarter.

Accounts. The Consultant shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Consultant in connection with the Work under this Agreement; other applicable credits, negotiated fixed amounts, and fee accruals under this Agreement; and the receipt, use, and disposition of all Government property coming into the possession of the Consultant under this Agreement. The system of accounts employed by the Consultant shall be satisfactory to the City and in accordance with generally accepted accounting principles consistently applied.

Jobs Created. Pursuant to Title XV, Section 1512 of the ARRA, the Consultant shall provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this Agreement from the workforce of the Consultant and from the workforce of any subcontractors hired by the Consultant. Consultant shall include this mandatory reporting requirement in all of its subcontracts for this project. Consultant shall provide a description of each job created or retained and the number of hours worked by employees in jobs that were created or retained by the Consultant and its subcontractors on this project. This information must be furnished to the City by the fourth (4th) calendar day of each month.

Compliance Records. In addition, Consultant shall maintain records that document compliance, or that are required for compliance, with the requirements stated in this Agreement, such as, but not limited to, the Consultant's Drug-Free Workplace policy.

No Additional Payment. No direct payment will be made for providing these reports, as the cost shall be included in the Contract Price.

8. **Inspections.** The City and the Federal Government shall have the right to inspect the Work and activities of the Consultant under this Agreement as such time and in such manner as they shall deem appropriate. Consultant shall permit access to its financial records, books of accounts, and other Required Records for inspection by the Owner, the Department of Housing and Urban Development or its agent, the Government Accountability Office, the Office of the Inspector General, the Comptroller General of the United States, or any other authorized representative of the Federal Government.

Comptroller General. Pursuant to Section 902 of the ARRA, the Comptroller General of the United States and his representatives are authorized to: (1) examine any records of the Consultant or any of its subcontractors that directly pertain to, and involve transactions relating to, the Agreement or subcontract, and (2) interview any officer or employee of the Consultant or any of its subcontractors regarding such transactions.

Inspector General. Section 1515(a) of the ARRA authorizes any representative of the Inspector General of a relevant Federal agency to: (1) examine any records of the Consultant and any of its subcontractors that pertain to, and involve transactions relating to, the Agreement or subcontract; and (2) interview any officer or employee of the Consultant, grantee, subgrantee, or agency regarding such transactions.

9. **Record Retention.** Consultant shall retain all Required Records for a period of seven (7) years after termination of all activities under this Agreement or until all litigation, claims or audit findings that were initiated during the seven-year retention period have been resolved and final action taken, whichever is later.
10. **Subcontractor Records, Inspection and Retention.** Consultant shall include provisions substantially the same as subsections 7 through 9 in all subcontracts or purchase orders of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
11. **Lead-Based Paint.** Pursuant to the Lead-Based Paint Poisoning Prevention Act (codified at 42 U.S.C. §§ 4821-4846) and implementing regulations (24 CFR Part 35), lead-based paint shall not be used in the performance of any repairs under this Agreement. If any required repair work includes activities that may disturb lead paint surfaces, the subcontractor performing that activity must be certified in lead safe work practices.
12. **Equal Employment Opportunity.** Consultant shall comply with applicable provisions of Executive Order 11246 of September 24, 1964, as amended, and shall not discriminate in employment decisions on the basis of race, color, religion, sex or national origin in the performance of this Agreement.
13. **Non-Discrimination.** Consultant shall comply with applicable provisions of the Fair Housing Act (codified at 42 U.S.C. §§ 3601-3619) and implementing regulations at 24 CFR Part 100 and shall comply with applicable provisions of Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs), and shall not discriminate against persons on the basis of race, color, creed, religion, ancestry, national origin, sex, age, marital or familial status or other disability in the performance of this Agreement. In the performance of this Agreement, Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, along with all applicable regulations associated therewith, all as may be amended. In its subcontractor agreements for this project, Consultant shall comply with Executive Order 11625, as amended, Executive Order 12432 as amended by Executive Order 12608 (Minority Business Enterprises and Women's Business Enterprises) by encouraging the participation of small, minority and women-owned businesses where possible.
14. **Section 3 Clause.** The Services to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements

of Section 3 of the Housing and Urban Development Act of 1968, as amended (codified at 12 U.S.C. § 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-income and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-income and very low-income persons residing in the metropolitan area in which the project is located.

The parties to this Agreement certify that they are under no contractual obligation or other impediment that would prevent compliance with Section 3 or the implementation regulations found in 24 CFR Part 135 as applicable to this Agreement.

The Consultant agrees to send to each labor organization or representative or workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth the minimum number subject to hire and the job titles, availability of apprenticeship and training positions, the qualifications for each, the anticipated date that work will begin, and the name and location of the person(s) taking applications for each of the positions.

The Consultant agrees to include this Section 3 clause in every subcontract that is subject to compliance with 24 CFR Part 135 and agrees to take appropriate action, as provided in applicable provisions of the subcontract or in Section 3, upon finding that a subcontractor is in violation of these requirements. The Consultant shall not subcontract with any subcontractor if the Consultant has notice or knowledge that the subcontractor has been found to be in violation of 24 CFR Part 135.

15. **Accessibility Standards.** Any required repair to residential structures under this Agreement, shall comply with applicable provisions of the Architectural Barriers Act of 1968 (codified at 42 U.S.C. §§ 4151-4157) and shall comply with applicable provisions of the Uniform Federal Accessibility Standards (appendix A to 24 CFR Part 40).
16. **Limitation on Use of Federal Funds.** Consultant agrees that funds received under this Agreement will not be utilized for religious activities, to promote religious interests, for the benefit of a religious organization, or for sectarian purposes.
17. **Whistle Blower Protection.** Consultant recognizes that Section 1553 of the American Recovery and Reinvestment Act provides certain protections for employees who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. In compliance with the Recovery Act, Consultant shall post the required notice of Whistle Blower rights and remedies at its place of business and shall require its subcontractors to post the required notice also. A copy of the required poster will be provided to Consultant by the City.
18. **Federal Debarment and Suspension.** Businesses and individuals who are excluded or disqualified from participation in Federal programs by any Federal department or agency are not eligible to execute this contract or related subcontracts during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 5.

- 19. Debarment Certification.** Consultant hereby certifies that its principals and subcontractors:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from covered transactions by any federal department or agency according to the Excluded Parties List System (www.epls.gov);
 - (b) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it or them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above, and;
 - (d) Have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, state or local) terminated for cause or default.
- 20. DUNS Number and CCR.** Consultant shall obtain and maintain a Dun and Bradstreet Data Numbering System number (“DUNS”) (<http://fedgov.dnb.com/webform>) and shall register with the Central Contractor Registration (“CCR”) (<http://www.ccr.gov/>). Consultant may use its company name and zip code plus four for reporting purposes until a DUNS number is issued. Consultant shall require all first-tier subcontractors to obtain a DUNS number and to register with the CCR.
- 21. Safeguarding Property.** The Consultant shall take all precautions to safeguard property of the City that is entrusted to Consultant’s custody or control. When adjacent property is affected or endangered by any repair work performed under this Agreement or related subcontract, Consultant shall take all necessary steps for the protection of the adjacent property and shall notify the owner thereof of such hazard.
- 22. False Claims Act.** Consultant shall refer promptly to the Department of Housing and Urban Development, Washington D.C. any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act (codified at 31 U.S.C. §§ 3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- 23. Reporting of Fraud, Waste, and Abuse.** Consultant shall also refer promptly to the Department of Housing and Urban Development, Washington, D.C. any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of laws pertaining to fraud, waste and abuse involving ARRA Funds.
- 24. Employee Safety.** Consultant shall ensure that where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, said employees shall not be required or permitted to work or be trained in any buildings or surroundings, or under working conditions, which are unsanitary, hazardous, or dangerous to the participants’ health or safety.

Attachment B

SELECTION RATING CRITERIA: (Real Estate) Criteria for Procurement

A. Specialized Experience and Technical Competence (40 Points Possible*)

1.	Experience with Pre-Listing Activities	5 Points Maximum
2.	Experience with Listing Activities	5 Points Maximum
3.	Knowledge and Experience with State and Federal Requirements	5 Points Maximum
4.	Experience with Financial Management	5 Points Maximum
5.	Experience with Contract Management	5 Points Maximum
6.	Experience with Competitive Bidding Process	5 Points Maximum
7.	Experience with Marketing Properties	5 Points Maximum
8.	Experience with Real Estate Closings & Post Closing Activities	5 Points Maximum
	TOTAL POINTS SCORED SECTION A	40 TOTAL Points Maximum

B. Performance (15 Points Possible*)

1.	Ability to Meet Schedules and Deadlines	5 Points Maximum
2.	Control of Costs	5 Points Maximum
3.	Quality of Work	5 Points Maximum
	TOTAL POINTS SCORED SECTION B	15 TOTAL Points Maximum

C. Capacity and Capability of Firm to Perform Work (15 Points Possible*)

1.	Staff to be Assigned	5 Points Maximum
2.	Staff Experience	5 Points Maximum
3.	Staff Time Available	5 Points Maximum
	TOTAL POINTS SCORED SECTION C	15 TOTAL Points Maximum

D. Proximity to and Familiarity with Project Area (10 Points Possible*)

1.	Convenient proximity to project to facilitate sufficient contact.	5 Points Maximum
2.	Familiarity with Little Rock neighborhoods.	5 Points Maximum
	TOTAL POINTS SCORED SECTION D	10 TOTAL Points Maximum

TOTAL POINTS SCORED	SECTIONS A THROUGH D	80 POINTS
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* Numeric amounts are suggested guidance.