

Appendix D: Developer's Certifications

By submitting a Proposal in response to this Joint Development Solicitation, a Developer is deemed to be making the below certifications. These certifications are a material representation of fact upon which Metro will rely. The Developer shall provide immediate written notice to Metro if at any time it learns that its certification was erroneous when submitted or has become erroneous since that time. If it is later determined that the Developer knowingly rendered an erroneous certification or failed to notify Metro if and when the Developer gained knowledge that its certification was erroneous when submitted or has become erroneous since that time, then, in addition to any other remedies available to Metro, Metro may in its sole and absolute discretion terminate any contractual relationship relating to this Solicitation with the Developer.

To the extent a Developer cannot make one or more of the following certifications or wishes to clarify or modify one or more of the following certifications, the Developer must attach a statement to its Proposal expressly addressing the certification it cannot make or is clarifying or altering and explaining why and/or how. In the absence of any such express statement, all certifications will automatically be deemed made.

The Developer hereby certifies to the best of its knowledge and belief that it and any Principal of the Developer:

1. Is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from an award of contracts by any governmental entity.
2. Has/have not within the past ten (10) years been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or subcontract with any governmental entity; violation of antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating criminal tax laws, or receiving stolen property.
3. Is/are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the previous paragraph.
4. Is/are not in arrears or default of payment of any money or obligation of a value greater than Three Thousand Dollars (\$3,000) to a governmental entity.
5. Has/have no adjudicated violations nor has paid penalties during the past ten (10) years relating to the housing and building laws, regulations, codes and ordinances of any governmental entity.
6. During the past ten (10) years has/have not had a license revoked that was issued in accordance with the housing, building or professional licensing laws, regulations, codes and ordinances of any governmental entity.
7. "Principal" means a partner, member, shareholder, officer, director, manager or other person with management or supervisory responsibilities or who is otherwise in a position to control or significantly influence the Developer's activities or finances.

Be advised that Metro reserves the right to conduct independent background checks on members of the Development Team.

The Developer further certifies:

- a. The Developer has not employed or retained any company or persons (other than a full-time, bona fide employee working solely for the Developer) to solicit or secure a Joint Development Agreement; and
- b. The Developer has not paid or agreed to pay, and shall not pay or give, any company or person (other than a full-time, bona fide employee working solely for the Developer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of a Joint Development Agreement; and
- c. No person or entity currently employed by Metro, or employed by Metro within the past twelve (12) months, or with material input into the matters covered by this Joint Development Solicitation and employed by Metro at any time in the past: has provided any information to the Developer that was not also available to all other persons responding to this Joint Development Solicitation; is affiliated with or employed by the Developer or has any financial interest in the Developer; has provided any assistance

to the Developer in responding to this Joint Development Solicitation; or will benefit financially if the Developer is the Selected Developer; and

- d. Neither the Developer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of Metro with the view toward securing favorable treatment in the designation of a Selected Developer or in any determination made with respect to Developer selection, or in the negotiation, amendment or performance of the Joint Development Agreement;
- e. The Developer agrees to furnish information relating to the above as requested by Metro;
- f. If selected, the Developer will negotiate in good faith with Metro; and
- g. The Developer has the power and authority to enter into a Joint Development Agreement and all final documentation as required by Metro without the consent or joinder of any other party or authority.
- h. The Developer agrees that any information provided by Metro in conjunction with this Joint Development Solicitation are being provided as a courtesy and any reliance upon them is at Developer's risk.

Signature

Name

Date