

**HIGHLAND PARK HOUSING COMMISSION (HPHC)**  
**HIGHLAND PARK, MI**  
**REQUEST FOR QUALIFICATIONS FOR A DEVELOPER PARTNER**

**ISSUED: 10/24/2022**

**Advertisement and Cover Letter**

The Highland Park Housing Commission (“HPHC”) invites development teams to submit Qualification Proposals to serve as a Developer Partner, along with HPHC’s non-profit affiliate, to redevelop its portfolio of 198 housing units. Through the Request for Qualifications (“RFQ”) process, the successful respondent will demonstrate the ability and experience to assist with redevelopment activities including but not limited to RAD conversions, Section 32, and Section 18.

Single copies of this RFQ may be obtained upon request by contacting the HPHC at [recovery@highlandparkhc.org](mailto:recovery@highlandparkhc.org). All firms should register their interest by sending an e-mail to this address. In the event addenda are issued, they will be issued via e-mail to those parties who register their interest.

All inquiries related to this RFQ are to be directed in writing to the HPHC. Questions should be submitted via e-mail no later than Thursday, 11/3/22 at 05:00pm EST. Responses to questions will be distributed via email on Tuesday, 11/8/22.

A pre-proposal conference is scheduled for Thursday, 11/10/22 via Microsoft Teams. Attendance at the pre-proposal conference is not mandatory but is encouraged. Please e-mail [recovery@highlandparkhc.org](mailto:recovery@highlandparkhc.org) to RSVP for the pre-proposal conference. The conference instructions will be e-mailed out before the scheduled meeting.

Proposals in response to this solicitation will be received until 4:00pm EST on Wednesday, 11/30/22. Respondents shall provide one (1) original and two (2) copies in a sealed envelope or box marked “[Respondent Name] Developer Partner” delivered to the address below, as well as an e-mailed submission of same to the e-mail address above. **Both hard copy and electronic submission is required prior to the deadline above.**

Highland Park Housing Commission  
Attn: (Douglas Gordon)  
13725 John R Street  
Highland Park, MI 48203

HPHC is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age, handicapped status or any other protected class in employment or the provision of services. HPHC solicits and encourages the participation of minorities and small businesses in procurement. HPHC reserves the right to reject any and all qualifications/proposal packages and to waive any informality.

Please direct specific inquiries regarding this RFP to the HPHC at [\*\*recovery@highlandparkhc.org\*\*](mailto:recovery@highlandparkhc.org).

Douglas Gordon  
Board Chair/Co-Recovery Administrator

Nicholas White  
Co-Recovery Administrator

# **REQUEST FOR QUALIFICATIONS**

## **Developer Partner**

**FOR**

## **The Highland Park Housing Commission**

**13725 John R Street  
Highland Park, MI 48203**

**Issued: 10/24/22**

**Responses Due: 11/30/22 by 4pm EST**

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## ***Section 1 PROGRAM INFORMATION***

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### ***1.1 INTRODUCTION***

HPHC is seeking Qualification Proposals from developers with experience to assist with the redevelopment of its portfolio and to remain responsible for overseeing the project and operation of the project.

The successful candidate will serve as the Developer Partner for HPHC and will coordinate development efforts undertaken by HPHC, as directed by HPHC, which may include the development of Low-Income Housing Tax Credit units. The qualified developer partner must possess Low Income Housing Tax Credit experience in Michigan or tax-exempt bond volume cap in any state within the last five years consistent with the Michigan State Housing Development Authority (MSHDA) guidelines specified in the applicable Qualified Application Plan (“QAP”). The redevelopment may be completed across several phases to limit the amount of disruption to the current tenants. HPHC reserves the right and sole discretion to solicit and select a different Developer Partners on phases subsequent to the first phase of the redevelopment.

### ***1.2 Property Description/Details***

The Highland Park Housing Commission portfolio consists of 198 units of Low-Income Public Housing situated throughout the City of Highland Park, as described in the below table and visualized in the attached map.

<b>Location</b>	<b>Building Type</b>	<b>No. of Units</b>
215 California	Single Family/Detached	1
126 Colorado	Single Family/Detached	1
134 Colorado	Single Family/Detached	1
166 Colorado	Single Family/Detached	1
233 Colorado	Single Family/Detached	1
91 Florence	Single Family/Detached	1
58 Grove	Single Family/Detached	1
87 Grove	Single Family/Detached	1
169 Grove	Single Family/Detached	1
186 Massachusetts	Single Family/Detached	1
187 Pasadena	Single Family/Detached	1
234 Richton	Single Family/Detached	1
119 E. Buena Vista	Single Family/Detached	1
139 E. Buena Vista	Single Family/Detached	1

154 E. Buena Vista	Single Family/Detached	1
174 E. Buena Vista	Single Family/Detached	1
93 Cortland	Semi Detached (Sep. entrances)	1
95 Cortland	Semi Detached (Sep. entrances)	1
111 Cortland	Single Family/Detached	1
305 Cortland	Single Family/Detached	1
169 Connecticut	Single Family/Detached	1
93 Ford	Single Family/Detached	1
94 Ford	Single Family/Detached	1
37 E. Grand	Row or Townhouse (Sep. entrances)	1
39 E. Grand	Row or Townhouse (Sep. entrances)	1
41 E. Grand	Row or Townhouse (Sep. entrances)	1
43 E. Grand	Row or Townhouse (Sep. entrances)	1
45 E. Grand	Row or Townhouse (Sep. entrances)	1
47 E. Grand	Row or Townhouse (Sep. entrances)	1
49 E. Grand	Row or Townhouse (Sep. entrances)	1
51 E. Grand	Row or Townhouse (Sep. entrances)	1
53 E. Grand	Row or Townhouse (Sep. entrances)	1
109 W. Grand	Single Family/Detached	1
191 W. Grand	Single Family/Detached	1
201 W. Grand	Single Family/Detached	1
260 W. Grand	Multifamily/Walkup Apts (Shared Entrance)	6
13552 Hamilton	Row or Townhouse (Sep. entrances)	1
13554 Hamilton	Row or Townhouse (Sep. entrances)	1
13556 Hamilton	Row or Townhouse (Sep. entrances)	1
13558 Hamilton	Row or Townhouse (Sep. entrances)	1
319 Highland	Single Family/Detached	1
346 Highland	Single Family/Detached	1
393 Louise	Single Family/Detached	1
312 Moss	Single Family/Detached	1
169 Pasadena	Semi Detached (Sep. entrances)	1
171 Pasadena	Semi Detached (Sep. entrances)	1
182 Pasadena	Single Family/Detached	1
231 Pasadena	Single Family/Detached	1
242 Richton	Single Family/Detached	1
13905 Second	Row or Townhouse (Sep. entrances)	1
13907 Second	Row or Townhouse (Sep. entrances)	1
13909 Second	Row or Townhouse (Sep. entrances)	1
13911 Second	Row or Townhouse (Sep. entrances)	1
82 Sturtevant	Single Family/Detached	1
13904 Third	Row or Townhouse (Sep. entrances)	1
13906 Third	Row or Townhouse (Sep. entrances)	1
13908 Third	Row or Townhouse (Sep. entrances)	1
13910 Third	Row or Townhouse (Sep. entrances)	1
257 Tuxedo	Multifamily/Walkup Apts (Shared Entrance)	16
13725 John R	Elevator Structure	100

52 Tuxedo	Single Family/Detached	1
197 Winona	Single Family/Detached	1
12810 Trumbull	Multifamily/Walkup Apts (Shared Entrance)	17

The vision for the HPHC is a return to excellence for the Highland Park community through revitalizing the neighborhoods and providing a higher quality of life for the residents of Highland Park. The HPHC is looking for creative solutions to the redevelopment and repositioning of its portfolio with emphasis on maintaining affordability, homeownership and resident empowerment.

### ***1.3 THE HIGHLAND PARK HOUSING COMMISSION***

HPHC owns and manages 198 public housing units comprised of 1 elderly/disabled mid-rise development, 34 single family homes, and 28 multi-family structures scattered throughout the City of Highland Park. HPHC is public housing only and is currently governed by a HUD Recovery Team. The complete inventory of units and structures is located on the attached table.

### ***1.4 FINANCING & FUNDING SOURCES***

HPHC typically employs multiple capital sources of funding for its redevelopment efforts. The following list is representative of the types of funding sources that may be used for development initiatives undertaken by HPHC.

- *HUD grant funding if available.*
- *Low Income Housing Tax Credit Equity (LIHTC).* HPHC may use LIHTC equity from the sale of credits to fund additional affordable units. The Developer Partner will have the primary responsibility for being the Principal applicant on the tax credit application.
- *Tax-exempt bonds and 4% Tax Credits.* The competition for 9% tax credits is aggressive which may require the need for bonds and 4% tax credits. The Developer Partner will have the primary responsibility for being the Principal applicant on the tax credit application.
- *Local Contributions.* HPHC takes seriously its duty as financial steward of public funds and as such, has strived to keep its operational expenses low. If available, HPHC may be able to contribute to the redevelopment effort from operating reserves.
- *Land Sales Proceeds.* Funds may be returned to the redevelopment effort through the sale of land currently owned by HPHC.
- *HPHC Demo Dispo Transition Funding (“DDTF”).* HPHC DDTF funding for the units that it has demolished.

## ***Section 2 SCOPE OF SERVICES AND TERMS***

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### ***2.1 GENERAL REQUIREMENTS FOR THE DEVELOPER PARTNER***

The Development Entity for this project must be capable of handling development and ongoing oversight of redevelopment projects initiated by HPHC. The Development Entity must have:

- Significant previous experience developing mixed use and affordable housing,

specifically mixed-income communities including subsidized housing, low-income housing tax credit housing, and affordable housing.

- Significant previous experience involving layered financing including, but not limited to, funding from HUD, LIHTC, tax exempt bonds, conventional construction and permanent financing, and private equity.
- Financial capability to complete the project without a significant cash injection on the front end of the project. Timing of compensation will be milestone driven and results oriented. Fee advances will not be given.
- A proven track record of being able to establish a timeline for completion of a development project within the constraints of various regulations, and meeting or exceeding the development timeline.
- The qualified development firm must have at least one Principal that successfully developed, operated, and maintained in compliance either one 4% or 9% Tax Credit project in Michigan or one tax-exempt bond project in any state within the last 5 years consistent with the Michigan State Housing Development Authority (MSHDA) guidelines specified in the applicable QAP.

The Developer Partner should have experience with the following services including, but not limited to, LIHTCs, tax-exempt bonds, consultant services for financial and security issues, preparation of applications for funding, and provision of community and supportive services. The Developer Partner should be experienced in financing and developing mixed use, multi-family rental housing.



## ***2.2 DEVELOPMENT TIMELINE***

Critical to HPHC's ability to fulfill its mission of providing decent and affordable housing for families of low and moderate income while maintaining the fiscal integrity of the agency, is the adherence to an aggressive development timeline for all new affordable housing developments. Completing redevelopment efforts as quickly and efficiently as possible minimizes the disturbance to residents, saves money in the redevelopment effort by keeping construction interest costs low, increases cash flow in operations by reducing debt incurred and returning income to the property, reduces the risk that the redevelopment effort will be stalled by changing political tides, keeps the redevelopment from becoming a full-time occupation for HPHC, maintains focus on the operation of the public housing, provides needed affordable housing sooner, and improves HPHC's credibility with HUD and the surrounding community. The successful Developer Partner must be able to demonstrate, with specific examples from past experience, its ability to complete development projects similar to the scope of work expected for HPHC, within the aggressive timeline for completion of the development activities imposed by HPHC.

## ***2.3 DEVELOPMENT CONFLICT OF INTEREST***

The Developer Partner cannot be involved in any current development efforts or any other activity that would create a real or perceived conflict of interest with HPHC's development activity. The HPHC will be the sole arbiter of what does and does not constitute a real or perceived conflict of interest. If one is determined to exist, the HPHC and Developer Partner may, if possible, agree to negotiate steps to remove the real or perceived conflict of interest.

## ***2.4 ROLE OF THE DEVELOPER PARTNER***

The Developer Partner will play an integral part in HPHC's development process. The Developer Partner will be required to work closely with HPHC throughout the redevelopment effort. A Master Development Agreement, detailing the Developer Partner's responsibilities, financing expectations, project schedule, development task list, roles and responsibilities and percentage of developer fee among other typical items will be negotiated and executed between the Developer Partner and HPHC prior to beginning the redevelopment. All public housing-related development agreements are subject to HUD review and approval prior to final execution.

Working in conjunction with HPHC's non-profit affiliate, the typical responsibilities of the Developer Partner covered under this RFQ will include, but are not limited to, the

following:

- Assist in the preparation of the required tax-exempt bond LIHTC application documents and loan applications, LIHTC equity due diligence, as well as lender due diligence activities.
- In consultation with HPHC and the broader community, refine and enhance any development plans, for funding approvals, which address the goals and objectives as described in this document.
- Ensure that the project is designed and constructed with the highest of quality in materials and workmanship reflecting low maintenance and high efficiency. Review all plans and specifications for errors.
- Ensure any required aspects of the applicable QAP are included in the development plans.
- Consult on all financing sources for all development phases. Participate in discussions and negotiations with financial institutions and private partners regarding resources for the redevelopment.
- Review and assist in the management of the detailed schedule of events, based on financing deadlines, that lead up to permanent loan closings and construction starts for each phase.
- Implement and coordinate site improvements, permitting and securing of financial commitments from key partners when requested.
- Provide oversight of construction activities and assist in the management of all development consultants.
- Continuously monitor on-site construction activities.
- Provide the necessary staffing, expertise, and supervision required to fully and expeditiously implement all aspects of the master development agreement.
- Communicate immediately with HPHC's non-profit affiliate when approvals are needed, significant issues arise, or significant events occur.
- Review monthly progress reports with HPHC in areas of finance, design, management, project status, and schedule, etc.
- Prepare and monitor all schedules and budgets.
- Develop and implement quality assurance and quality control measures to ensure effective performance by all parties in all aspects of the program.
- Work with the HPHC to determine and secure leveraging of public

and private resources that would make for a viable development in the best interest of HPHC and that can be accomplished within the timeline constraints of the development by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships.

- Plan and structure the mixed income aspects of rental components.
- Work with the Development Team on the preparation of any and all development proposal(s) including any mixed-finance or standard development proposals required by HUD.
- Evaluate the feasibility of commercial mixed use development on site.
- Review all legal documents as may be required.
- Promote and maintain good relations with neighborhood groups, and federal, state, and local governments in accordance with HPHC directives and public policy.
- Commitment to sustained resident, community, and stakeholder engagement.
- Provide any other such types of management services as may be required for a project of this quality and magnitude.

## ***2.5 TERMS OF THE AGREEMENT***

Some of the proposed terms of the Master Development Agreement that may be important to HPHC are as follows depending on sources of funding:

- Assist with determining appropriate and adequate funding sources for the redevelopment. Assist in completing the necessary documents to apply for all applicable funding.
- With approval by the investor member, all applicable lenders, and MSHDA, agree to serve as a Special Member in the Owner Entity and remain in the project for the specified period as required by MSHDA.
- Provide representations and warranties in the capacity of a Special Member of the Owner Entity.
- With investor member, applicable lenders, and MSHDA approval, agree to transfer ownership interest in the Owner Entity to HPHC's non-profit affiliate immediately upon the completion of the required compliance period after the project placed in service date as required by the applicable QAP.
- Assist in negotiating the best economic terms for all parties related to the tax credits

including the admission of LIHTC equity syndicators as the Investor Member into the Owner Entity.

- Work with HPHC's non-profit affiliate development team on specified development activities and all construction activities.
- HPHC's non-profit affiliate will have sole discretion in the determination of how the land is obtained from HPHC whether through a purchase or a land lease.
- Serve as property manager for all buildings developed, either directly or via contract with another firm.

### ***Section 3 SUBMISSION AND EVALUATION REQUIREMENTS***

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#### ***3.1 SUBMISSION REQUIREMENTS***

The instructions below provide guidance on the preparation of proposals. Their purpose is to establish the requirements, order, and format of proposals so that proposals are complete, contain all essential information, and can be evaluated easily. Please assemble your submission in the order described below. Please note that false or misleading statements may result in immediate disqualification.

##### **1. Letter of Interest**

Each proposal shall be accompanied by a letter of interest listing the development team members and identifying the primary contact person. The letter should briefly summarize each member of the team's qualifications and past experience relevant to the proposed project.

##### **2. Introduction to the Developer Partner Entity**

Provide the following information related to the development team.

- a. Name, title, telephone number, and e-mail address for the person authorized to sign for the organization.
- b. Location and phone number of office from which services will be provided.
- c. Description of firm size, number of employees, and summary of each employee.
- d. Resumes of each member of the team that will be involved on the project.
- e. Description and examples of the development team's prior experience working together (if applicable). Include each member's experience on projects of similar size and scope to HPHC.
- f. Describe the proposed role of the developer within development team.
- g. Size of projects currently in development including dollar value and unit count.

- h. Organization chart including the role of each member of the team involved on the project.
- i. Describe any litigation the development team has been involved in within the five years prior to submission of response to this RFQ.

**Qualifications:** All entities and individuals that comprise the development team are to be identified indicating their areas of specialization and specific contribution to the team. If the team members are unrelated parties, the managing party should enter into individual agreements with each member to assure performance. This information should specify key staff roles as it relates to previous experience with large housing development and redevelopment efforts on an individual basis. Subcontracts are contingent upon approval by HPHC.

**Financial Health of the Entity:** Timing of compensation for services rendered under this RFQ will be milestone-driven and results oriented. Fee advances will not be given. The successful candidate must have the financial health to complete the Developer Partner tasks without a cash injection on the front-end. Please include a brief narrative, corroborated by the two previous years of audited financial statements, discussing the financial viability of the proposed development entity. The financial statements will be kept confidential.

**Attachments to provide:** Organization Chart, References, Financial Statements

### **3. Relevant Experience and Capacity**

Provide an overview of each individual team member's experience and the experience of the development entity as a whole in developing housing including low-income housing, low-income housing tax credit units (specifically tax-exempt bonds/LIHTC), and other affordable housing. Respondents must be able to demonstrate a proven track record of meeting or exceeding development deadlines. Descriptions of relevant experience should be provided for the development team as a whole with experience specific to each member of the development team noted. A description of the previous collaboration among the members of the team should be included.

**Attachments to provide:** Completed Development Experience Table and Experience Questionnaire

### **4. Section 3 and MBE/WBE Participation**

Section 3 is a provision of the Housing and Urban Development Act of 1968 and associated regulations 24 CFR Part 75. The purpose of Section 3 is to ensure that economic opportunities

and employment generated by certain HUD financial assistance will be directed to low and very low-income persons living within our metropolitan area, including HPHC residents.

It is anticipated that many opportunities will be available for the involvement of minority/women-owned business enterprises (M/WBE) and Section 3-owned businesses. The selected Developer Partner is expected to ensure significant participation by M/WBE and Section 3 firms throughout the planning and implementation stages of the redevelopment wherever possible. Additionally, the selected Co- Developer is expected to use both ingenuity and diligence in providing genuine training and employment opportunities to Section 3 individuals, particularly current HPHC residents.

The response must include a Section 3 and MBE/WBE Plan that outlines the methods your team will utilize to assure significant employment of residents of HPHC and other individuals eligible as Section 3 participants. The response must indicate that the Development Partner will require all contractors and subcontractors to utilize appropriate apprenticeship programs when available as a means to meet the Section 3 employment goals. Identify the extent to which M/WBE/Section 3 businesses are included in the development team and steps to be taken to increase the number of Section 3 firms/individuals in each phase of the development activity. Describe prior development experience utilizing MBE/WBE/Section 3 and local businesses in sufficient detail to reveal the team's record of accomplishment and allow an assessment of the level and quality of effort.

## **5. Argument for Best Candidate for HPHC's Developer Partner**

Respondents must provide a narrative discussion of how the developer's experience, previous history, and development approach make it the best choice for the Developer Partner. Explain the familiarity with local rules, regulations, and politics, and the plans to manage any local politics. Respondents must be licensed to do business in MI. Part of the Developer Partner's responsibilities will include promoting and maintaining good relations with neighborhood groups, and state and local governments in accordance with HPHC directives and public policy.

## **6. Summary of Attachments**

- a) **Organizational Chart.** Respondents must submit an organizational chart showing all of the individuals/firms that will be assigned to this development effort. This chart should reflect the hierarchy and lines of communication. This should be included for full service developers planning to use their own established team of architects, contractors, and

engineers as well as developers that do not use a full service approach.

- b) **References.** 3-5 references must be submitted for each member of the development team. References that are relevant to the scope of work as anticipated in this RFQ are desirable.
- c) **Financial Statements.** Respondents must provide two years of audited financial statements of the development entity, prepared by a Certified Public Accountant, along with the most recent audit of such firm. The statement should show assets, liabilities and net worth of the entity. These statements should demonstrate the financial capacity of the Developer Partner, or entity that would most likely be responsible for executing all applicable guarantees. All financial statements will be kept confidential.
- d) **Proposed Business Terms.** Respondents must complete the Proposed Business Terms attached to this RFQ and return it as an attachment to the proposal.

### ***3.2 CERTIFICATIONS AND ASSURANCES***

All services provided under this RFQ must be performed in accordance with professional standards, HUD regulations, requirements and criteria, and state and local codes, regulations, ordinances and statutes. It is HPHC's full expectation, and it will be a contractual requirement, that the successful respondent fully and consistently meet this requirement. Respondents must indicate their willingness to comply with all terms and conditions of the RFQ by providing all required certifications on forms included as Attachments of the RFQ. The required certifications and assurances are listed below and copies are attached to this RFQ.

- Form HUD - 5369 B: Instruction to Offerors
- Form HUD - 5369 C: Representations, Certifications and other Statements of Offerors
- Form HUD - 5370 C: General Conditions of the Contract (Non-Construction)
- Environmental Insurance. The Developer shall obtain environmental insurance, the cost of which shall be a project expense, provided that the Redevelopment Budget can support such additional expense.
- Compliance with Laws and other Requirements. The Developer shall fully comply with all applicable federal and state laws and regulations applicable to the Developer with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, licensing and other employer-employee related matters, including, without limitation,

all laws, rules and regulations with respect to non-discrimination based on race, sex or otherwise, and MBE/WBE, and Section 3 of the Housing and Urban Development Act of 1968. The Developer will further comply with any applicable public housing requirements.

- Maintain, and cause all Third-Party Contractors to maintain, all requisite and reasonable insurance for a Redevelopment of this size and type.
- Insurance. The Co-Developer shall maintain and keep in force insurance, naming the HPHC as an additional insured in the type and for at least the amounts specified below. The Co-Developer shall furnish the HPHC certificates of insurance and they shall state that a thirty (30) day notice of prior cancellation or change shall be provided to the HPHC; HPHC must be named as an additional insured on all policies. Notwithstanding the foregoing, the Co-Developer shall notify the HPHC (a) simultaneously with any notice sent by the Co-Developer to its insurance carrier terminating all or any portion of its insurance coverage; or (b) within five (5) days following receipt by the Co-Developer of notice of cancellation or nonrenewal from its insurance carrier. Immediately upon receipt or provision of notice terminating any insurance coverage, the Co-Developer shall obtain replacement coverage of the same type and for the same or greater amount. The Co-Developer promptly shall provide to the HPHC copies of such new policies and comply in all respects with these requirements.

Workers' Compensation, in accordance with Michigan State Workers' Compensation Laws

Commercial General Liability with a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of any equipment required to perform the service and vehicles on the site(s) not covered under the automobile Liability as listed below. If the Contractor has a "claim-made" policy, then the following addition requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Contract and the extended reporting period may not be less than five years following the completion date of the Contract.

Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.



Such insurance policies will be procured from a company licensed to do business in the State of Michigan.

### **3.3 EVALUATION OF PROPOSALS**

All proposals will be evaluated based on the evaluation criteria outlined below. An Evaluation Committee will be responsible for overseeing the selection process and making a recommendation to the Selection Committee. The Evaluation Committee will rank each respondent based on the established criteria and submit up to the three highest ranked respondents to the Selection Committee. The Evaluation Committee may consider unacceptable any proposal for which critical information is lacking or the submission represents a major deviation from the requirements of this RFQ. The Selection Committee will then conduct interviews with up to the three highest ranked respondents and will make the final recommendation to the HPHC Board of Commissioners for final approval. Minor omissions, such as incomplete references, may at the sole option and discretion of HPHC, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the proposal format requirements specified within this solicitation. Proposals which do not comply with these requirements may be rejected without further review. The evaluation factors shown below will be used to evaluate the proposals.

### **3.4 EVALUATION FACTORS**

The following evaluation factors will be used in determining the competitive range with a total possible score of 100 points:

1. ***Demonstrated Experience and Capacity.*** Respondents will be rated on 1) the degree to which the respondent demonstrates successful experience by the development entity and team members in planning, developing, and managing complex redevelopment work of mixed income housing developments of comparable size and complexity, in particular in the State of Michigan; and 2) the degree to which it is demonstrated that the firms and team members have the relevant experience to oversee affordable housing redevelopment efforts within the timeframes allowed and within the budget constraints given. (30 points)
2. ***Strength and experience of leadership including proposed project manager.*** Respondents will be rated on the experience and knowledge of the Principals within the Development Entity as well as the experience of the proposed project manager. (20 points)
3. ***Financial strength.*** Respondents will be rated on the development entity's financial

capability to fulfill the obligations of developing the site. (15 points)

4. **Quality of References.** Respondents will be rated on the degree to which the references are relevant to the proposal and scope of work comparable to HPHC and the degree to which reference checks provide affirmation of the respondent's competence with respect to development and management of the project. Please note that false or misleading statements may result in immediate disqualification, with no further consideration given under this RFQ. (10 points)
5. **Presence on-site.** Points will be given under this factor based on the respondent's description of the plans to be present on-site. Respondents must provide a narrative describing the frequency and manner in how the team members intend to monitor all aspects of the redevelopment once HPHC has completed any associated relocation and demolition. (10 points).
6. **Section 3 Commitments.** Points will be given based on the extent to which the respondent has exhibited the planned use of M/WBE and Section 3 businesses, and HPHC residents throughout the planning and implementation phases of the redevelopment and on the extent and quality of previous experience utilizing M/WBE/Section 3 businesses. Respondents will be rated on quality and quantity of the training and employment opportunities planned for Section 3 individuals, particularly current HPHC residents. (15 points)

All proposals submitted for consideration will be reviewed by HPHC, which may reject any or all proposals that are determined not to be in HPHC's best interest. In addition, HPHC reserves the right to waive any informalities or minor irregularities if it serves the parties' best interest in doing so.

**The Highland Park Housing Commission will select a Developer Partner based on its qualifications subject to negotiations of a fair and reasonable compensation.**

## **Section 4 SCHEDULE AND REQUIRED INFORMATION**

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### **4.1 SELECTION PROCESS**

The purpose of this RFQ is to solicit meaningful proposals so that HPHC may select from a range of proposals, one which best meets its needs and requirements. HPHC urges all interested respondents to carefully review the requirements of this RFQ. Written proposals containing the requested information will serve as the primary basis for final selection.

All proposals will be reviewed by the Evaluation Committee and ranked in accordance with the evaluation criteria contained in this RFQ and in a manner consistent with HPHC's procurement policy. The Evaluation Committee will identify up to the three most qualified entities and notify the Selection Committee. The Selection Committee will conduct interviews with up to the three top ranked firms. The specific evaluation criteria and their respective weighting are detailed in Section 3.4 of this RFQ. Any contact with the Evaluation Committee, Selection Committee, HPHC staff, or HPHC's board members by or on behalf of any proposed Developer Partner in an attempt to influence the decision of HPHC in selection of a Developer Partner may result in disqualification. In addition, any compensation paid to or communication with any resident or resident group to influence the outcome of this solicitation will be grounds for immediate disqualification. HPHC reserves the right to conduct negotiations with one or more respondents if, in the sole opinion of HPHC, that method will provide the greatest benefit to HPHC; the HPHC further reserves the right to select one or more offerors if, in the sole opinion of HPHC, doing so will provide the greatest benefit to HPHC.

### **4.2 PROCUREMENT SCHEDULE**

The following is an anticipated schedule for this procurement, subject to change based upon the needs of HPHC.

Issuance of RFQ	Mon, 10/24/22
Final day to provide written questions	Thurs, 11/3/22 @ 5pm EST
Responses to written questions distributed	Tuesday, 11/8/22
Pre-proposal conference	Thurs, 11/10/22
Share addenda, if any	Wed, 11/16/22
Proposals due	Wed, 11/30/22 @ 4pm EST
Proposal review, reference checks, and initial ranking	Fri, 12/16/22
Competitive firms notified of interview date	Wed, 12/21/22
Interviews and further reference checks conducted	Fri, 1/6/23
Select top firm and begin negotiations	Tues, 1/10/23
Recommendation to HPHC Board	Wed, 1/18/23

Development Agreements to be executed as projects are determined by HPHC	
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### **4.3 RESPONSES DUE**

Proposals in response to this solicitation will be received at HPHC until 4:00 p.m. EST, November 30, 2022. Respondents shall provide one (1) original and two (2) copies of the required submission in envelopes or boxes marked “[Respondent Name] Developer Partner” delivered to the address below, as well as an e-mailed submission of same to [recovery@highlandparkhc.org](mailto:recovery@highlandparkhc.org).

**Both hard copy and electronic submission is required prior to the deadline above.**

Highland Park Housing Commission  
Attn: (Douglas Gordon)  
13725 John R Street  
Highland Park, MI 48203

The above stated deadline is firm as to date and hour. A respondent may select any mode of delivery; however, the risk of non-delivery shall remain with the respondent. HPHC will treat as ineligible for consideration and will return unopened any submission that is received after the deadline. Upon receipt of each proposal, HPHC will date and stamp it to evidence timely or late receipt, and upon request, provide the respondent with an acknowledgment of receipt. Faxed submissions will not be accepted. All timely submissions become the property of HPHC and will not be returned. Proposals will be held in confidence and not released in any manner until after contract award.

### **4.4 INTERPRETATION**

The intent of this RFQ is to establish the general specifications for the professional services needed and to provide prospective respondents with sufficient information to enable them to provide an acceptable response to this RFQ. Every effort has been made to outline requirements and to provide information in a format that is clear and concise. Nevertheless, questions may arise or additional information may be needed. Questions and inquiries regarding this RFQ may be submitted in writing via electronic mail and should refer to the specific paragraph in question. All inquiries must be received no later than 5:00pm EST on Thursday, November 3<sup>rd</sup> and should be submitted to [recovery@highlandparkhc.org](mailto:recovery@highlandparkhc.org). Upon the close of the inquiry period, all questions and answers received/provided will be transmitted as an addenda to this RFQ via e-mail to each firm which has expressed interest in responding to this RFQ. HPHC will endeavor to provide copies of addenda to all potential respondents to whom this RFQ has been provided, but it will be the responsibility of each respondent to make inquiry as to the existence and content of addenda, as the same shall become part of this RFQ and all respondents will be bound thereby, whether or not the addenda are actually received by the respondent.

A pre-proposal meeting is scheduled for Thursday, November 10, 2022, via Microsoft Teams. Attendance at the pre-proposal conference is not mandatory but is encouraged. Please e-mail [recovery@highlandparkhc.org](mailto:recovery@highlandparkhc.org) to RSVP to the pre-proposal conference. The meeting instructions will be e-mailed out prior to the scheduled meeting.

#### **4.5 HPHC OPTIONS**

HPHC reserves the right to cancel this RFQ, or to reject, in whole or in part, any and all proposals received in response to this RFQ, upon its determination that such cancellation or rejection is in the best interest of HPHC. HPHC further reserves the right to waive any minor informalities or the failure of any respondent to comply therewith if it is in the HPHC's interest to do so. HPHC further reserves the right to select one or more offerors in response to this RFQ if, in the sole opinion of HPHC, doing so is in the HPHC's interest.

HPHC will reject the proposal of any respondent who is debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any respondent who has previously failed to perform any contract properly for HPHC. The determination of the criteria and process in which proposals are evaluated and the decision as to who shall receive a contract award or whether or not an award shall be made as a result of this RFQ shall be at the sole and absolute discretion of HPHC, and its Board. This RFQ for a Developer Partner is for projects deemed appropriate by HPHC. It does not necessarily cover all development projects undertaken by HPHC during the period covered by this RFQ.

#### **4.6 CONTRACT FORM AND ISSUES**

This RFQ should lead to a contract between HPHC and the successful Developer Partner, the exact terms of which will be negotiated and memorialized by a master development agreement between the two parties. No fee for participation in the agreement itself will be borne by the successful candidate. Rather, at the initial planning stages of each development project initiated by HPHC, a fee will be negotiated for the development of the specific project subject to funding availability.

No contractual rights shall arise out of the process of negotiation until such time as a development agreement has been signed by HPHC and the selected Developer Partner. Work under the agreement shall commence immediately upon execution. Parties further agree that the agreement is subject to review and approval by HUD and agree to work diligently to implement changes as required.

#### **4.7 PERSONNEL**

The Developer Partner procured as a result of this RFQ will not be considered HPHC personnel.

Further, HPHC assumes that a response to this RFQ constitutes a statement of availability to do the work contemplated in this RFQ on the part of the respondent and the key personnel included in the development team.

#### **4.8 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The respondent and staff shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules and regulations that may in any way affect the services to be provided.

#### **4.9 EQUAL OPPORTUNITY EMPLOYMENT**

Respondents agree that there will not be discrimination as to race, sex, sexual orientation, gender identity, religion, color, age, creed or national origin or any other protected class in regard to obligations, work, and services performed under the terms of any contract ensuing from this RFQ. Respondents must agree to comply with Executive Order #11246 entitled "Equal Employment Opportunity" and as amended by Executive Order #11375, as supplemented by the Department of Labor Regulations (41 CFR Part 60) and any other rules, regulations, statutes, or executive orders that may be issued post selection.

#### **4.10 CONTACT WITH HPHC STAFF, BOARD MEMBERS, AND RESIDENTS**

Respondents may not make any contact with HUD, HPHC Staff, Board Members, or Residents in an attempt to influence the decision of HPHC in the selection of a Developer Partner. All communications with HPHC shall be in writing as provided in Section 4.4 above. Any prohibited contact related to this solicitation with HUD, HPHC Staff (other than as allowed in Section 4.4 above) or Board by or on behalf of any proposed Developer Partner may result in disqualification. In addition, any compensation paid to or communication with any resident or resident group to influence the outcome of this solicitation will be grounds for immediate disqualification.

#### ***4.11 INCURRED COSTS IN PREPARING PROPOSALS***

Development teams will be responsible for all costs incurred in preparing a response to this RFQ. All material and documents submitted by prospective development teams will become the property of HPHC and will not be returned. Development teams selected for further interviews and negotiations will be responsible for all costs incurred during these processes.

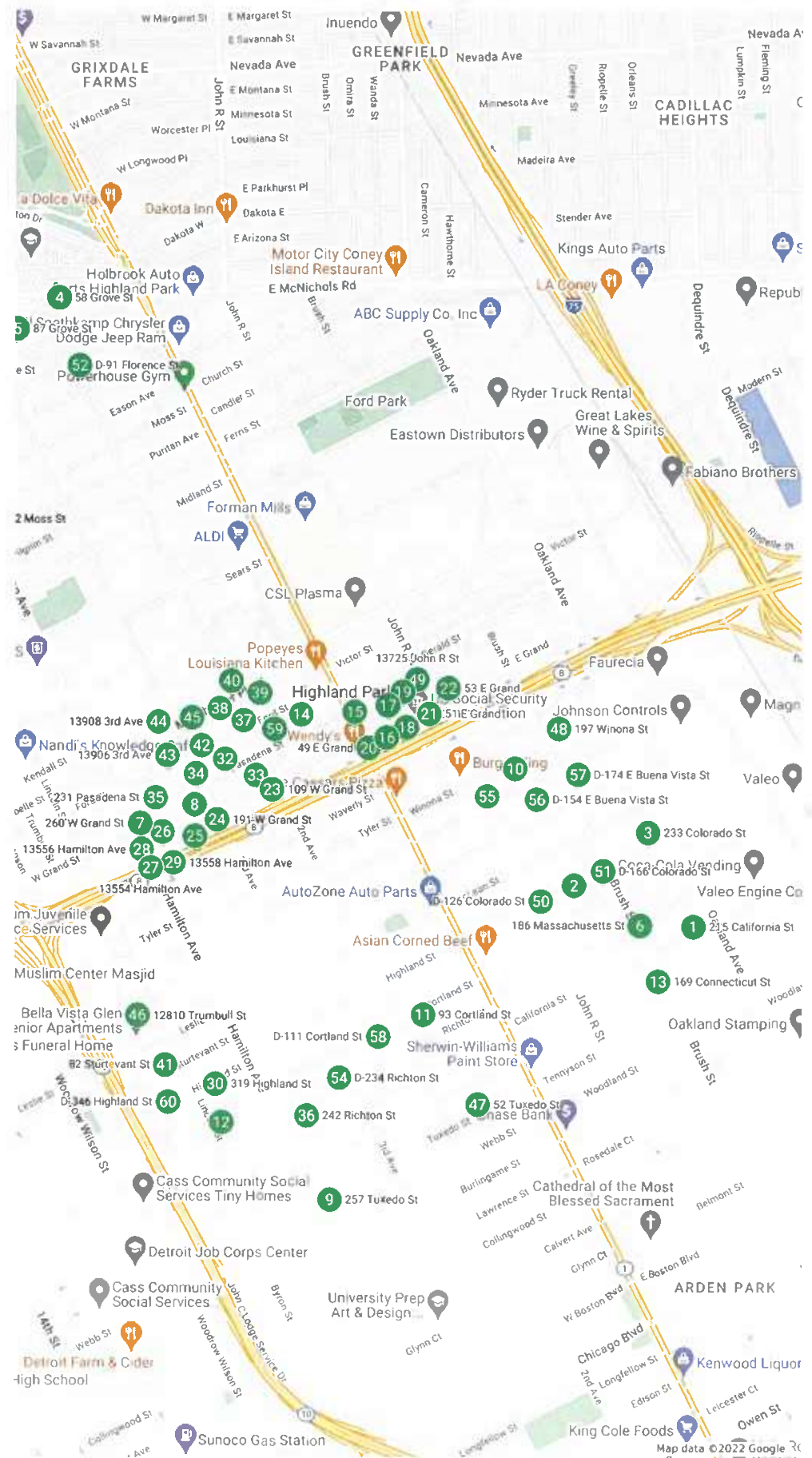


# Map of HPHC Portfolio

# Highland Park Unit Listing

## Highland Park

- 1 215 California St
- 2 134 Colorado St
- 3 233 Colorado St
- 4 58 Grove St
- 5 87 Grove St
- 6 186 Massachusetts St
- 7 260 W Grand St
- 8 187 Pasadena St
- 9 257 Tuxedo St
- 10 139 E Buena Vista St
- 11 93 Cortland St
- 12 305 Cortland St
- 13 169 Connecticut St
- 14 94 Ford St
- 15 37 E Grand
- 16 39 E Grand
- 17 41 E Grand
- 18 45 E Grand
- 19 47 E Grand
- 20 49 E Grand
- 21 51 E Grand
- 22 53 E Grand
- 23 109 W Grand St
- 24 191 W Grand St
- 25 201 W Grand St
- 26 13552 Hamilton Ave
- 27 13554 Hamilton Ave
- 28 13556 Hamilton Ave
- 29 13558 Hamilton Ave
- 30 319 Highland St
- 31 312 Moss St
- 32 169 Pasadena St
- 33 171 Pasadena St
- 34 182 Pasadena St
- 35 231 Pasadena St
- 36 242 Richton St
- 37 13905 2nd Ave
- 38 13907 2nd Ave
- 39 13909 2nd Ave
- 40 13911 2nd Ave
- 41 82 Sturtevant St
- 42 13904 3rd Ave
- 43 13906 3rd Ave
- 44 13908 3rd Ave
- 45 13910 3rd Ave
- 46 12810 Trumbull St
- 47 52 Tuxedo St
- 48 197 Winona St
- 49 13725 John R St
- 50 D-126 Colorado St
- 51 D-166 Colorado St
- 52 D-91 Florence St
- 53 D-169 Grove St
- 54 D-234 Richton St
- 55 D-119 E Buena Vista St
- 56 D-154 E Buena Vista St
- 57 D-174 E Buena Vista St
- 58 D-111 Cortland St



Public Housing Project: 001-003

# **HUD Forms**

**5369-B**

**5369-C**

**5370-C**

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

---

Typed or Printed Name:

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Title:

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# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

=====  
**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**  
=====

### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**5. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

**6. Energy Efficiency**

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

**9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

**10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

**11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall 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 (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) 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, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their 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 Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees 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 135. 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 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# Proposed Business Terms

Business Term	Developer Proposed
<b><i>Role of PHA</i></b>	
<p>In consideration of contribution of resources including funding, land, and staff effort, PHA anticipates a return on its investment. The form of this return can include a share of developer fees and cash flow, rent on the land that is ground leased, or by other mechanisms proposed by the Developer and acceptable to PHA. <b>The Developer should propose a specific role for PHA in the ownership structures (for both the residential and non-residential components), as appropriate, as well as a proposed schedule of return.</b></p>	
<b><i>Fees and Cost Limitations</i></b>	
<p>HUD's Cost Control and Safe Harbor Guidelines will be the basis for negotiating business terms. <a href="http://www.hud.gov/offices/pih/programs/ph/hope6/grants/admin/safe_harbor.pdf">http://www.hud.gov/offices/pih/programs/ph/hope6/grants/admin/safe_harbor.pdf</a></p> <p>These guidelines set limits for developer, contractor and property management fees, govern the use of, contribution to, and pay out of reserves and developer fees, control PHA's contribution to funding predevelopment activities, and determine how much public housing funding can be provided to fund a development. Funds may be provided for the development of the public housing units in accordance with regulatory and policy restrictions.</p> <p>The Developer must state its position and reasoning for each of the following development cost areas:</p>	
<p>Developer's proposed cost sharing for master planning and predevelopment activities up to closing.</p>	
<p>Developer proposed development fee, stated as a percentage of total development costs as defined by HUD and timing for payment of the development fee.</p>	

Business Term	Developer Proposed
<p>Compensation and return on investment to be paid to PHA, including a share of development fees, ground lease payments, property management fees, incentive fees, interest earnings on loans, and/or residual cash flow.</p>	
<b><i>Development Guaranty</i></b>	
<p>The Developer shall provide an unlimited guaranty of completion and performance from a financially responsible entity satisfactory to PHA to ensure that the development is completed. The guaranty shall cover development costs in excess of contingencies agreed to by PHA. Further details of the guaranty will be negotiated and included in the Master Development Agreement. PHA will not participate in or provide independent guaranties. <b>Developer should confirm that these terms will be acceptable.</b></p>	
<b><i>Right of First Refusal and/or Purchase Option</i></b>	
<p>For properties that utilize Low Income Housing Tax Credits, PHA expects to have the Right of First Refusal for debt plus taxes as provided in Section 42 of the Internal Revenue Code, as well as an Option on terms acceptable to PHA. For other types of affordable housing, PHA also expects a right of First Refusal on terms acceptable to PHA. For market rate housing and non-residential property PHA expects to have a role (e.g. special limited partner, co-developer, lender, ground lessor, etc.) that allows PHA to receive an investment return and does not negatively impact the underlying project economics. <b>Developer should confirm that these terms will be acceptable.</b></p>	

Submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company