

Richmond Redevelopment and Housing Authority

Division of Procurement Services

1209 Admiral Street

Richmond, Virginia 23220

(804) 780-8747

www.rrha.org



Request For Qualifications

Master Developer for Dove Street Area

RFQ No. RRHA-RFQ-2010-01

Issue Date: October 25, 2009

Pre-proposal Conference: November 10, 2009; 10:00 A.M.

Closing Date and Time: December 15, 2009, 2:00 P.M.

This communication serves to apprise you and your firm of the above-mentioned Request for Qualifications (RFQ) for a Master Developer. We invite you and your firm to respond to this RFQ. Please review carefully all sections of the RFQ, paying particular attention to the closing date and time listed above and within the body of the RFQ.

All Inquiries For Information Should Be Directed To:

Dr. MaLinda B. Washington, Director

Procurement and Contract Administration Division

(804) 780-4444 (voice)

(804) 643-5904 (fax)

mawashin@rrha.state.va.us

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ATTACHMENTS

- **Non-Collusive Affidavit**
- **Certificate of Non-segregated Facilities**
- **Minority Business and Section III Participation Commitment Form**
- **Section III Compliance Clause and Commitment Form**
- **HUD Form 5369-B Instructions to Offerors (Non-Construction)**
- **HUD Form 5369-C Certifications and Representations of Offerors**
- **HUD Form 5370-C General Conditions for Non-Construction Contracts**

1. Notice and Introduction – RFQ Summary

The Richmond Redevelopment and Housing Authority (RRHA) invites interested master developers to submit qualifications-based proposals for the redevelopment of the Dove Street Area. The Dove Street Area consists of 50 acres generally bounded by the Richmond-Henrico (Cannon Creek) Greenway to the south and west, the Green Park neighborhood to the north, and 1st Avenue to the east.

The successful Offeror must demonstrate the ability and experience to implement a comprehensive residential redevelopment plan that involves significant home ownership and rental components, including both affordable and market rate units.

The revitalization of the larger Dove Street Area is a high priority for both RRHA and the city. A conceptual master plan for the larger Dove Street Area was recently completed which reflects community input and market realities. The Master Developer is expected to refine the Master Plan based on continued community involvement, changing market conditions, and financing but the Master Plan's initial development component includes the new construction of over 300 units of low density housing on RRHA owned land and the Upper Armory Backlands (proposed conveyance). An estimated 65% of these units would be a mix of market-rate and affordable homeownership units, and the remaining 35% of units would include affordable rental units. There is the potential to develop additional units in the Dove Street Area and across First Avenue and along the new Greenway, based on community input and market conditions in the future.

In light of the proposed mix of units, RRHA seeks a Master Developer that offers, directly or through its team, significant experience in developing both home ownership and rental units, including affordable and market-rate units.

RRHA plans to enter into a Master Development Agreement with the selected Master Developer, who will be expected to plan and program a comprehensive redevelopment plan for the larger Dove Street Area and implement the redevelopment according to a phasing schedule, all as agreed to by both RRHA and the Master Developer.

The RFQ and Attachments will be available on www.rrha.org or www.eva.va.gov.

Pre-Proposal Conference

A Pre-Proposal Conference will be held at 10:00 AM EST on November 10, 2009, at the Richmond Redevelopment and Housing Authority, Division of Procurement and Contract Administration, 1209 Admiral Street, Richmond, Virginia 23219. Subsequent to the Pre-Proposal Conference a tour of the site will be offered. Attendance at this conference is not required but is strongly encouraged.

Questions

Questions regarding this RFQ must be directed in writing, via email, no later than five (5) business days prior to the closing date to Dr. MaLinda B. Washington, Director of Procurement and Contract Administration, mawashin@rrha.state.va.us. All questions responded to by RRHA will be forwarded in the form of addenda to this RFQ.

Due Date

Responses to this RFQ are due no later than 2:00 PM EST on December 15, 2009, and should be prepared in accordance with the proposal preparation and submission instructions. Late proposals will not be considered and will not be opened. Offerors must provide one (1) original and six (6) copies of each proposal. Proposals shall be in a sealed envelope or sealed package and addressed as follows:

If Mailed:

Richmond Redevelopment and Housing Authority
Division of Procurement and Contract Administration
Post Office Box 26887
Richmond, VA 23261-6887
Attn: Dr. MaLinda B. Washington, Director

If Hand Delivered:

Richmond Redevelopment and Housing Authority
Division of Procurement and Contract Administration
1209 Admiral Street
Richmond, VA 23220
Attn: Dr. MaLinda B. Washington, Director

The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Request for Qualifications No. RRHA-2010-01
Closing Date: **December 15, 2009**; Closing Time 2:00 p.m.
Title of Proposal: Master Developer for Dove Street Area
Offeror's Authorized Contact Person: _____
Telephone Number of Offeror's Contract Person: _____
Name of Contract Officer: Dr. MaLinda B. Washington, Director of Procurement and Contract Administration

RRHA is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, familial or handicapped status in the employment or provision of services. RRHA is a Public Housing Agency and does not operate under the guidelines stipulated for Indian Housing Authorities. The Richmond Redevelopment and Housing Authority reserves the right to reject any and all proposals.

Offerors and any members of an Offeror's team responding to the RFQ must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.

2. Master Development Opportunity and Context

2.1. Richmond Redevelopment and Housing Authority

RRHA was created in 1940 by the City of Richmond, Virginia pursuant to the Housing Authorities Law (Title 36 of the Code of Virginia). A seven member Board of Commissioners appointed by the City Council governs RRHA. RRHA serves more than 13,000 residents in approximately 4,200 public housing units and more than 2,900 individuals residing in other forms of subsidized housing.

RRHA manages neighborhood redevelopment and conservation programs through the City of Richmond. RRHA's vision is to strive to be an innovative leader in providing quality affordable housing and neighborhood revitalization services through creating dynamic partnerships to build vibrant communities. RRHA continues to reconstruct and transform the face of public housing and participate in neighborhood revitalization in Richmond through implementation of its Strategic Plan. RRHA is committed ethically and financially to making Richmond a better place to live and work. This is reflective in our family programs, neighborhood revitalization and economic development projects. RRHA is committed to providing Richmond citizens with quality affordable housing and effective community redevelopment services, through partnerships with the City of Richmond, the U.S. Department of Housing and Urban Development, and others.

RRHA, like many other public housing authorities today, is faced with major challenges, including:

- increasing concentrations of the region's most impoverished families
- lack of self-sufficiency among residents
- continued physical and social isolation of residents
- deterioration and obsolescence of its physical assets
- operational reforms at the Department of Housing and Urban Development (HUD)
- substantial reduction in funding appropriations for public housing (capital and operating)
- increasing demand for affordable housing

2.2. City of Richmond

Richmond serves as the cultural, financial, and business center of a rapidly growing metropolitan area, and is the capital of the Commonwealth. City, State, and Federal governmental offices, universities and a medical center, a symphony, museums, and theater add to the vibrancy of the city. Richmond is recognized as a welcoming and attractive place to live, work and conduct business. Although rich in tradition, Richmond is a city that will flourish in the 21st Century.

Today, the City encompasses 62.5 square miles with a population of 197,000 and is the nucleus of a metropolitan area which has close to one million people. Because Richmond acts as a hub for several interstate highways, it is possible to access amenities such as the beach, mountains or our nation's Capital in less than two hours. It is also within minutes of the Richmond International Airport, and will soon have regional passenger rail service boarding Downtown at the Main Street Station.

Although the City is a blend of old and new, Richmond still retains a distinctive flavor that contributes greatly to the attractiveness of its neighborhoods and the quality of life of its residents. This historical

character is being rediscovered as the basis for the revitalization of neighborhoods and the development of a vibrant tourist industry.

Richmond is rich in history and cultural resources. Much of the City fabric predates the Civil War and large areas were almost completely developed by the early 20th Century. Thirteen areas are designated as City Old and Historic Districts containing architecturally significant buildings representative of Richmond's history. Richmond also has twenty-three National Register Districts with approximately 10,000 structures listed on the National Register of Historic Places, giving the City the distinction of having the largest number of historically listed properties in Virginia.

Today, extensive waterfront revitalization and development is underway. The renewed interest in Downtown living has spurred considerable rehabilitation activity for both residential and commercial properties.

2.3. *Revitalization Goals*

RRHA has recently completed an ambitious Strategic Plan, which calls for the agency to be the catalyst for quality affordable housing and community revitalization in Richmond through:

- the revitalization of residential and commercial properties;
- the creation and improvement of quality affordable housing;
- the development of mixed-use and mixed-income neighborhoods; and
- the deconcentration of poverty.

The Dove Street Area has been designated, along with North Jackson Ward, as RRHA's initial revitalization priority. A recent community-based Master Planning process developed the following specific goals to guide the revitalization of the Dove Street Area:

- Create a financially feasible and sustainable mixed-income residential neighborhood that is compatible in scale, density, and housing types to the adjacent Highland Park and Barton Heights neighborhoods, with a goal of creating at least 300 units of mixed-income housing.
- Ensure that at least 30% of the new housing created in the Dove Street Area is available to and appropriate for public-housing eligible residents.
- Provide a wide range of housing choices, including both rental and homeownership opportunities, to serve public housing eligible, affordable, workforce, and market rate households.
- Create a phased master plan that begins with the redevelopment of the RRHA's Dove Court, Carrington, and Northridge sites.
- Allow for a flexible approach to the implementation of later phases, utilizing the Armory, Overby-Sheppard School, and/or Dove Street Park sites, and additional development along First and Second Avenues and the new Greenway.

- Develop a new pedestrian-friendly street network that links to existing streets in Highland Park and the Dunn Avenue (Green Park) neighborhoods, creating connections between these neighborhoods.
- Recognize First Avenue, Second Avenue and Dove Street as the new faces of the neighborhood, and provide an urban character along these streets that integrates the neighborhoods on both sides.
- Work in partnership with the City and the surrounding neighborhoods to catalyze public and private investment in the broader community.
- Recognize the impending development of the Richmond-Henrico Greenway to the west of the project area, and provide for the creation of an open space and trail network through the community linking to the Greenway.
- Pending further discussion with the Richmond Department of Parks, Recreation and Community Facilities, include a potential later-phase redevelopment plan for the underutilized Dove Street Park, replacing the existing park with a series of better-located active and passive open spaces and recreational facilities throughout the new neighborhood.

2.4. Description of the Preliminary Master Plan

Developed with input from a host of city agencies, community groups, community leaders, and individual residents during a nine (9) month planning process for the RRHA, the Master Plan for the revitalization of the larger Dove Street Area presents an ambitious vision to connect three adjacent neighborhoods – Highland Park, Barton Heights, and Green Park – through strategic neighborhood design that starts with three parcels controlled by the RRHA.

Focused initially on these three parcels – Dove Court, Carrington, and Northridge – the Master Plan sets forth a physical plan for mixed-income rental and homeownership housing to be implemented in the short term. Longer term redevelopment options that involve parcels of land not currently owned by the RRHA, as well as other vacant sites in the immediately surrounding communities, have also been planned to address the neighborhood holistically. The following information is summarized from the Dove Street Area Master Plan, which Offerors are encouraged to download via www.rrha.org and review for greater detail. It includes design guidelines and a multi-year implementation strategy to serve as a preliminary roadmap for future development initiatives.

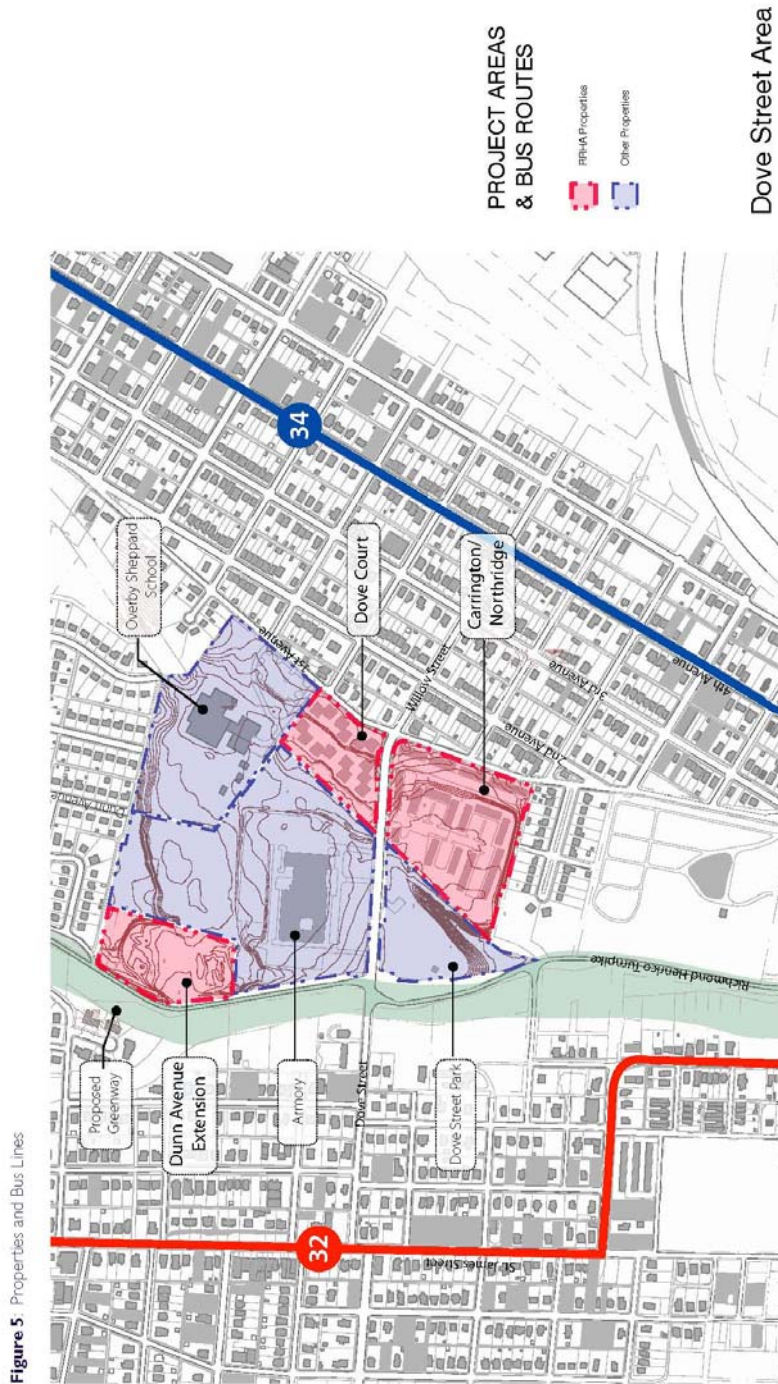
A. Background

The Dove Street Area is nestled in between three neighborhoods – Barton Heights, Green Park, and Highland Park – the latter established as an early streetcar suburb and placed on the National Register of Historic Places in 2002. The neighborhoods are characterized by a mixture of historic homes and newer structures, some rented and some owner-occupied, with a noticeable level of abandonment. Redeveloping the Dove Street Area will provide an important catalyst for reinvestment in these three historic Richmond neighborhoods.

B. Site Description

1) RRHA Land

The RRHA currently controls the Dove Court and Carrington/ Northridge sites, which total 12.1 acres, as well as 5.5 acres of land northwest of the Armory, off the Richmond Henrico Turnpike.



Dove Court is the site of 60 former public housing units that were demolished in Fall 2008. The Carrington/Northridge site, a HUD-foreclosed property currently owned by the RRHA, has been vacant for five years and is being demolished. The Carrington site currently carries a HUD-imposed deed restriction that limits future development to affordable housing. However, the Master Developer will work with RRHA to have HUD revise this deed restriction to encourage income mixing throughout the entire Dove Street Area.

2) Additional Land

The Dove Street Area is 50 acres and includes the Virginia National Guard Armory, the Overby-Sheppard School and the city-owned Dove Park. With the goal of reconnecting the urban fabric to tie the adjacent neighborhoods together, the RRHA Master Plan focuses on the 50-acre area, which includes the 17.6 acres owned by RRHA, as well as the areas immediately across First and Second Avenues and the new Greenway. The Master Developer is expected to work with RRHA and the other property owners to undertake a holistic revitalization of the larger Dove Street Area over the long term. It should be noted that the Virginia National Guard will be relocating around 2010, making the Amory site available for redevelopment, and that the Overby-Sheppard School is slated for major improvements in 2015. Construction of a new Overby-Sheppard School on the Armory site – rather than major improvements to the existing school – and redevelopment of the current school site are both future master plan phasing options.

3) Utilities and Stormwater Management

New development in the Dove/Carrington/Northridge area will require new utilities for water, storm, and sanitary sewer. If the site is developed to the density proposed, City officials expect that the current capacity of potable water and sanitary sewer systems will be sufficient. The project area falls within a watershed area, so on-site stormwater management and water quality controls prior to discharge to downstream areas may be required.

4) Environmental

Per a review of GIS mapping, there may be a wetland pocket to the north of the artillery depot parking area and a possible perennial stream located south of the Overby-Sheppard Elementary School. More investigation will be needed to determine the full impact of these environmental conditions.

5) Zoning

All parcels in the Dove Street Area are zoned as residential, with slight variations. Dove Court, Carrington and Northridge, parcels controlled by the RRHA, are zoned Multi-Family Residential District (R53). The undeveloped RRHA parcel located northwest of the Armory is also zoned Multi-Family Residential (R48). The Armory, school property, and Dove Park are zoned Single-Family Attached Residential (R6).

C. Proposed Development Program

The master planning process included the development of six different options for review and comment by the community, each option varying by which non-RRHA owned parcels are proposed for development and the densities, or number of units, proposed for each parcel. The alternatives provide for over 400 total new units in a multi-phase development but the initial focus is on 300 units to be developed on RRHA-controlled land. Based on the market study and community input, the proposed mix for the estimated 300

Dove Street Revitalization Area

Richmond, Virginia

Illustrative Site Plan

- A Neighborhood School
- B Recreation / Park Area
- C Proposed Community Center
- D Potential Business / Retail Corridor
- E Phase I - Mixed-Income Ownership & Rental
- F Phase II - Mixed-Income Ownership & Rental
- G Phase III - Proposed Mid-rise Multi-family Building
- H Phase IV - Mixed-Income Ownership & Rental
- I 1st and 2nd Avenue Neighborhood Revitalization
- J Proposed Cannon Creek Greenway
- K Linear open space link to proposed Greenway

Project boundary
 - - - - -



September, 2009



low density units proposed in the Dove Street Area is 35% rental and 65% sales, according to the following income mix:

Proposed Tenure and Income Mix		
<u>Income Category</u>	<u>Sales</u>	<u>Rental</u>
Targeted to Public Housing Eligible	0%	30%
Affordable – up to 80% AMI	30%	5%
Market-rate	35%	
Total	65%	35%

The rental units will be developed as part of a tax-credit transaction. For the rental units targeted to public housing eligible households, the following unit mix is proposed: 15% one bedroom units; 55% two bedroom units; 25% three bedroom units; and 5% four bedroom units. For compatibility with the surrounding neighborhood housing types, the rental units should be clustered in smaller building types, ranging from two to four units per structure, including duplexes, townhouses, and stacked flats.

The for-sale units should include small lot single-family detached homes (30%), duplexes (50%), and townhome/ manor home units (20%). The recommended mix and price ranges for homes in the Dove Street Area, and the absorption rates, are described in the Master Plan document.

In addition to the residential development described above, the Dove Street Area includes a potential business/retail corridor along 1st Avenue should future market assessments warrant the inclusion of commercial and retail uses in the area.

2.5. Progress to Date

Phase 1 of the Dove Street Area redevelopment effort is “ready to go”, except as described in Section 2.4.B.1. It includes land already owned by RRHA. All residents have been successfully relocated and all buildings have been demolished. The next step for the Master Developer is to refine the site plans and infrastructure design. RRHA has contracted for some preliminary geotechnical work on the site and is in the process of attempting to secure funds for Phase 1 infrastructure. The Master Developer is expected to continue to involve the community throughout the planning and implementation phases.

2.6. Project Funding

The Dove Street Area revitalization will involve multiple sources of funding, including both federal and non-federal funds. A partial list of potential funding sources that may be available for this project is provided below.

A. RRHA

RRHA is the recipient of several sources of public housing funds through HUD, some portion of which will be made available to the Dove Street Area redevelopment. Public housing funding sources include Capital Fund Program (CFP) funds, Replacement Housing Factor (RHF) funds, and funds available through the American Recovery and Reinvestment Act (ARRA). In addition, RRHA may elect to borrow against future allocations of CFP funds through HUD’s Capital Fund Financing Program (CFFP). Public housing funds may only be used to finance costs associated with development of public housing units.

Non-public housing funding is expected to include project-based rental assistance for up to 25 percent (25%) of the affordable rental units developed within the Dove Street Area (subject to HUD approval and funding availability). These units would receive operating subsidies under a Housing Assistance Payment contract (“HAP Contract”) with RRHA. RRHA may also contribute proceeds generated from the sale of other Authority-owned properties.

B. Low-Income Housing Tax Credits (LIHTC)

RRHA expects that development of the Dove Street Area rental component will require the submittal of applications for 9% and/or 4% low-income housing tax credits (LIHTCs). The Virginia Housing Development Authority provides for a single application cycle for 9% tax credits and rolling applications for 4% tax credits. The Department of Housing and Community Development processes tax-exempt bond applications on a rolling basis.

Securing allocations of 9% tax credits for the Dove Street Area is a priority for RRHA.

C. State and Local Funds

The City of Richmond often funds public infrastructure required for public housing redevelopment and has already provided some funding for pre-development and demolition work at the Dove Street Area. RRHA will seek, and is hopeful that the City will continue to provide, funding assistance to address infrastructure needs for the Dove Street Area.

Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds, administered by the City of Richmond, may also be available for the Dove Street Area redevelopment. RRHA will work with the Master Developer to pursue such funds.

D. Private Funds

RRHA expects conventional construction and permanent financing to be obtained by the Master Developer to play a significant role in financing project costs related to non-public housing units in the Dove Street Area.

In addition, homeowner mortgages will offset costs for market-rate homeownership units and may contribute substantially to the costs of affordable ownership units. Proceeds from the sale of homeownership units may also offset some costs for the rental component and/or provide return to the Master Developer and RRHA.

The Federal Home Loan Bank’s Affordable Housing Program, which provides gap financing for affordable rental and homeownership developments, is expected to be an additional funding source for the Dove Street Area.

E. Carrington Site

This site has a HUD escrow of \$494,000, 50% of which will be released upon 50% completion of the Carrington portion of the project, and the remaining 50% will be released upon 100% completion of the Carrington portion of the project. There currently is \$2.6 million of debt on the Carrington property.

F. Other Funding Sources

As additional funding sources for the Dove Street Area become available, RRHA will work with the Master Developer to identify and secure such funds.

2.7 Desired Business Terms

A. Maximize Financial Leverage

RRHA seeks responses that leverage public and private investment to the greatest extent possible.

B. Return to RRHA

Return to RRHA should be commensurate with its investment of resources (including land, direct and indirect funds), as well as the predevelopment work performed by RRHA and the roles and responsibilities assumed by RRHA throughout the development process.

C. Developer Compensation

RRHA is interested in responses that provide for a sharing of the developer fee with RRHA in recognition of its significant role in the development of the Dove Street Area. The amount and timing of compensation to the Master Developer will be limited, at a maximum, to the safe harbor guidelines published by HUD (http://www.hud.gov/offices/pih/programs/ph/hope6/grants/admin/safe_harbor.pdf).

D. Financing of Predevelopment Costs

RRHA seeks responses that would minimize the need for RRHA funds during predevelopment.

E. Guarantees

RRHA expects the Master Developer to provide an unlimited guaranty of completion and performance from a financially responsible entity satisfactory to RRHA to ensure that the project, and each phase thereof, is completed in accordance with the terms fo the Master Development Agreement to be entered into by the Master Developer and RRHA. The guaranty must cover project costs in excess of contingencies agreed to by RRHA.

2.8 Background on Public Housing Requirements

Public housing units have characteristics and associated regulatory requirements including, but not limited to, the following:

- Public housing units are subject to an Annual Contributions Contract (“ACC”) between HUD and the local public housing authority (“PHA”). The ACC permits the PHA to receive operating subsidy for public housing units under a federal formula. The PHA will assign a portion of the subsidy to the owner of a mixed-finance project containing public housing units.
- Restrictive covenants are recorded in a first priority Declaration of Trust that may not be foreclosed by a lender or equity participant in the event of a default or foreclosure.

- The operation of public housing units is subject to a HUD-approved Regulatory and Operating Agreement between the PHA and the owner of the mixed-finance project.
- Public housing units must remain public housing units for the longer of 40 years or 10 years after the receipt of the last subsidy payment. These units are occupied by households earning between 0% and 80% of the Area Median Income (“AMI”), as determined by HUD. The actual occupancy may be more restrictive, depending on the policies of the PHA.
- Public housing residents may not pay more than 30% of their adjusted income for rent and utilities.
- The development cost of public housing units borne by public housing capital may not exceed the applicable Total Development Cost (“TDC”), as published by HUD.
- Public housing development and operations are subject to Davis Bacon wage rates.
- No cash flow from operations of public housing units may be used to pay debt service or to make a distribution to the owner of the project. This does not preclude such payments from non-public housing units in a mixed-income project.

Detailed information about HUD requirements for mixed-finance development can be found at <http://www.hud.gov/offices/pih/programs/ph/hope6/mfph>. HUD requirements for public housing homeownership can be found at <http://www.hud.gov/offices/pih/centers/sac/homeownership/>.

3. Statement of Needs / Roles and Responsibilities

The Dove Street Area revitalization will provide an opportunity to redevelop the former Dove Court public housing community, the former Carrington/Northridge sites, and potentially other land including the Armory site (or portions thereof) and Dove Park. This redevelopment is expected to serve as a catalyst for revitalization in the broader neighborhood, especially along First and Second Avenues and the new Greenway. In addition, through the creation of new jobs, both permanent and temporary, and contributions to the tax base, the City as a whole will reap tangible financial benefits for years to come. In light of the tremendous investment about to be made, RRHA is committed to leveraging its investment in a way that benefits the greatest number of individuals and businesses.

RRHA seeks to engage a Master Developer that shall work with the community and other stakeholders to refine the vision for development in the larger Dove Street Area and provide the experience and financial capacity necessary to execute that vision. The Master Developer will enter into a Master Development Agreement (“Agreement”) with RRHA that will describe the roles and responsibilities of each party in detail. The following sections illustrate the roles and responsibilities that RRHA currently anticipates, subject to further discussions with the selected Master Developer and the final Agreement.

3.1. Role of RRHA

RRHA expects to perform the following roles in the planning and redevelopment of the Dove Street Area.

A. Developer Partner

RRHA seeks a Master Developer who shares RRHA’s commitment to increase RRHA’s capacity and encourage professional development among staff. RRHA staff will be active team members. RRHA envisions a relationship with the Master Developer that allows for formal and informal training opportunities that may be generated from team meetings, RRHA staff working with development team members, and/or RRHA taking responsibility for implementation of certain aspects of the development and property management process.

RRHA encourages the Master Developer to propose creative forms of partnerships that benefit both the development team and RRHA. These structures should allow for an increasingly more responsible role for RRHA in the development and management process during each successive phase of the Dove Street Area revitalization. RRHA expects to share in the development fee and receive a reasonable return on the financing and other investment it provides for Dove Street Area, commensurate with the increasing role RRHA plays in the development process. RRHA reserves the right to develop later phases of the larger Dove Street Area.

B. Provider of Grant Funds

RRHA is prepared to grant, loan, or otherwise make available to the Master Developer funding to the extent available and appropriate for the redevelopment of the Dove Street Area. Any public housing funds available for development shall be used only for the construction of public housing replacement units.

C. Provider of Public Housing Operating Subsidies

RRHA will make financial contributions toward the cost of operating public housing units (i.e., those units under the Annual Contributions Contract) in the revitalized Dove Street Area in the form of federal operating subsidies to the extent provided by HUD. RRHA will not provide to the Master Developer, or the entity formed to own the public housing units, any amount larger than what it receives from HUD less an amount it will retain for its monitoring and asset management functions. The provision of the operating subsidies will be documented in a Regulatory and Operating Agreement, the terms of which will be negotiated between RRHA and the selected Master Developer, or the entity formed to own the public housing units, and approved by HUD.

D. Provider of Project-Based Voucher Assistance

RRHA may make available project-based rental assistance for up to 25 percent (25%) of the affordable rental units developed within the Dove Street Area (subject to HUD approval and funding availability). Subject to funding availability, the PBV units will receive operating subsidies under a Housing Assistance Payment contract (“HAP Contract”) with RRHA. The HAP Contract will pay the difference between the Section 8 payment standard and the amounts paid by tenants, which are limited to 30% of their household incomes. The HAP Contract is expected to have a fifteen-year initial term with options to extend annually following the end of the initial term, with annual renewals subject to approval by RRHA.

E. Land Owner

RRHA will remain owner of land associated with the rental component, and will ground lease the land to an ownership entity organized by the Master Developer (which entity may include RRHA). The lease may be structured to enable the Master Developer to receive LIHTCs in connection with the project. Land associated with fee simple for-sale housing will be sold directly to the homebuyer.

As landowner, RRHA will monitor the site to ensure the improvements are being designed, constructed and managed appropriately to preserve its long-term value. RRHA shall have responsibility for obtaining any agreements for reduced property taxes with the City of Richmond and any related Cooperation Agreements as authorized by law.

F. Demolition and Disposition

RRHA has already obtained the necessary demolition and disposition approvals from HUD, and all buildings in the Dove Street Area have been demolished.

G. Property Management

RRHA currently manages all of its original properties (with the exception of its HOPE VI development); RRHA would like to build its capacity to manage mixed-finance and mixed-income developments and therefore expects the Master Developer to propose property management arrangements that provide capacity building opportunities for RRHA. Additionally, RRHA will review and approve any property management provider proposed by the developer.

H. Asset Management

RRHA will continue to have asset management responsibilities related to the public housing units as well as all other units in which RRHA has an ownership interest. RRHA will monitor and enforce the terms of

its Lease(s) and the Regulatory and Operating Agreement(s) with the Master Developer and require that all housing units be managed in accordance with applicable local, state and federal requirements.

I. Supportive Services

RRHA will be responsible for coordinating supportive services to families living in public housing units in mixed-income developments. However, the Master Developer shall assist RRHA in developing human services programs and operations targeted to public housing residents in the new mixed-income developments.

J. Monitor Compliance with Section 3 and WBE/MBE Entities

RRHA will monitor the Master Developer's plans and efforts for reaching Section 3 and WBE/MBE goals and objectives. The Master Developer's strategy must be coordinated and integrated with RRHA throughout the development process. Section 3 requirements include not only resident employment but also resident small businesses. Section 3 requirements and MBE/WBE goals are provided in Attachment D.

3.2. Role of Master Developer

The preliminary Master Plan calls for a total of over 400 new mixed-income rental and for-sale units on the Dove Street target area and the potential to develop additional units in adjacent neighborhoods. In light of the proposed mix of units, RRHA seeks a Master Developer that offers, directly or through its team, significant experience in developing both home ownership and rental units, including affordable and market-rate units; expertise in school design and construction is beneficial, but not a disqualifying factor.

RRHA expects the Master Developer to perform the following roles in the planning and redevelopment of the Dove Street Area.

A. General Requirements

1) Oversee and Implement Redevelopment Efforts

Provide the necessary staffing, expertise, supervision and guarantees to fully and expeditiously implement all aspects of the redevelopment as required by the Agreement.

2) Hire and Manage Contractors and Consultants Necessary to Implement the Project

Procure consultants and/or contractors and coordinate all tasks necessary to finalize the Master Plan and implement the Dove Street Area revitalization according to the Agreement. At a minimum, the Master Developer's team shall include consultants appropriate to cover the environmental review; market analysis update; geo-technical studies; civil, mechanical and electrical engineering; architectural design (with an emphasis on green and sustainable building) and any other activities deemed necessary by the Master Developer and RRHA. The members of the Master Developer's team shall be subject to RRHA's approval. [Note: Offerors are strongly encouraged to demonstrate participation on their team, whether by joint-venture arrangements or otherwise, of local expertise in areas of relevance to the development process, including home builders, LIHTC financing and other construction matters.]

3) Comply with Applicable Federal, State and Local Laws, Rules and Regulations

Remain compliant with all applicable Federal, State and local laws, rules, and regulations, and all activities required by the Agreement.

4) Identify and Secure All Financing

Prepare and maintain detailed financial models for all development, including infrastructure, rental and homeownership components, and obtain all construction and permanent financing. Provide and update construction and development budgets as needed and prepare all funding applications.

5) Debarment

Provide evidence that any subcontractor is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

6) Equal Opportunities

Create economic opportunities for local businesses and individuals and ensure compliance with minority and women business contracting goals and local hire targets for the project.

7) MBE/WBE

Take all necessary affirmative steps to assure that MBE/WBEs are used in accordance with the negotiated Agreement goals.

8) Section 3

Develop and implement a strategy for fostering Section 3 resident employment and Section 3 small businesses utilization during the redevelopment process in accordance with the negotiated Agreement goals. This strategy shall be coordinated and integrated with RRHA.

9) Develop and Maintain a Detailed Development Schedule and Critical Path Schedule

Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, marketing and sale of for-sale units, project stabilization and permanent loan close. Develop and maintain a Critical Path Schedule for all phases of construction, lease-up and stabilization for rental units and construction, marketing, and sales of owner-occupied units.

10) Maintain Communication Regarding Project Progress with RRHA, HUD, Residents and the Community

Participate in regular team meetings with RRHA. Submit monthly progress reports to RRHA, in such formats and media as RRHA might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc. Continue to solicit community input in the development process and be responsible for communicating planning and implementation progress to the broader public.

11) Develop and Maintain Quality Control Measures

Ensure that the project as defined in the Agreement is constructed and managed with the highest quality materials appropriate to the project and workmanship. Implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.

12) Foster Resident and Community Involvement in Project Implementation

Facilitate and foster the involvement of public housing residents in the implementation of the Dove Street Area revitalization. In cooperation with RRHA, keep residents and the broader community informed of the status of the redevelopment, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.

13) Collaborate with RRHA Staff

Propose methods that allow for capacity building opportunities for RRHA staff during the predevelopment and development phases, and during management and operation of each phase.

14) Be Responsive to Community and Governmental Interests

Promote and maintain good relations with neighborhood groups and federal, state and local governments. Continue to solicit community input in the development process and be responsible for communicating planning and implementation progress to the broader public.

B. Pre-Development

1) Oversee Architecture and Engineering Work

Manage the delivery of architecture and engineering services, and ensure these services are effectively coordinated with the master planning effort and development schedule.

2) Prepare/Update Market Analysis Addressing All Components of Development Program

Prepare a market update that will, among other things, a) assist in determining the proper mix of rental vs. homeownership units, subsidized vs. market rate units; b) assist in determining the proper mix of any commercial and other non-residential uses; and (c) confirm that proposed rents (residential and commercial, as applicable) and housing prices are supportable in the local market.

3) Update Master Plan

Prepare a Master Plan update that recognizes the community vision for the Dove Street Area, builds upon the significant planning work already performed, optimizes RRHA's revitalization goals, and results in a feasible development plan acceptable to RRHA, the residents, and the community.

4) Develop Infrastructure Plan

Prepare an infrastructure plan that describes the location, system requirements, and estimated cost of developing utilities, storm water management, streets, pedestrian walkways, and other on- and offsite improvements necessary to implement the Master Plan.

5) Assist RRHA with Acquisition of Additional Land

As outlined in the Master Plan, there is the potential for RRHA to acquire additional developable land from the Armory, City Parks and Recreation, and/or the public school system. The Master Developer will assist with negotiations with landowners to acquire parcels in support of the overall revitalization effort. There may also be an opportunity to acquire vacant lots along First and Second Avenues and the new Greenway for infill opportunities.

6) Develop Detailed Phasing Strategy

Prepare a detailed phasing strategy that incorporates infrastructure installation, site preparation, and vertical development, including a map and timetables that address each component of the Master Plan. The phasing strategy shall be subject to RRHA's approval.

7) Develop a Homeownership Plan

Prepare a strategy, in cooperation with RRHA and subject to HUD requirements, to provide subsidized and non-subsidized homeownership opportunities to public and non-public housing residents.

8) Obtain Zoning and Land Use Approvals

Submit applications, including any required supporting studies, necessary to obtain zoning and land use approvals needed to implement the Master Plan. Manage the municipal approval process in cooperation with RRHA.

9) Obtain Environmental Clearances

Procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, pursuant to regulations of NEPA, HUD, and the Virginia Office of Environmental Impact Review.

C. Financing

1) Produce an Overall Financing Plan

Produce an attainable financing plan for the overall redevelopment project on a phased basis. The overall financing plan will be developed in conjunction with the Master Plan and market analysis. The Master Plan shall reflect the realities of the financing plan and market analysis, while the financing plan will reflect the goals of the Master Plan. The financing plan shall be subject to RRHA's approval.

2) Maximize the Leveraging of Public and Private Resources

Maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussions and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by RRHA.

3) Prepare Financing Applications

Prepare and pursue all financing applications in a timely fashion, including, but not limited to, tax credits, tax-exempt bonds, state and local funds, and private debt. All financing applications shall be subject to RRHA's approval.

4) Obtain Equity Investment

Obtain equity investment using an open competition among a variety of syndicators and direct investors to secure the best terms available. RRHA will require a competitive solicitation process using selection criteria agreed to by both RRHA and the Master Developer. RRHA will reserve the right to review investor submissions and to approve the final investor selection.

5) Provide Guarantees

Provide all guarantees required for the successful financing of the project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees. RRHA will require that the Master Developer demonstrate financial capacity to honor the guarantees, and indicate how the guarantees would be met if necessary. RRHA shall not be required to provide any financial guarantees.

6) Ensure Operating Feasibility

Structure such reserves and other devices as will reasonably guarantee the long-term operating feasibility of the Dove Street Area, utilizing no more subsidy than committed by RRHA.

7) Prepare HUD Submissions

Take primary responsibility for preparation of required HUD submissions, including but not limited to Homeownership Term Sheets and Mixed-Finance Proposals as appropriate, and the development of certain associated evidentiary materials for submission to HUD. Where RRHA has responsibility for portions of the submissions, the Master Developer shall be responsible for drafting any portions and for obtaining documents from third parties, as directed by RRHA. All HUD submissions shall be subject to RRHA's review and approval prior to submission to HUD. All contacts with HUD will be coordinated through RRHA.

8) Maintain Project Accounting/Financing

Maintain accounting records and ensure project financing is available at the appropriate times and utilized in the appropriate manner.

D. Construction

1) Hire Qualified General Contractors, Oversee Construction Activities and Value Engineering

Create and implement a process for selecting the most qualified General Contractors, Design Professionals and other Consultants. RRHA shall retain the right to review and approve proposed General Contractors, Design Professionals and all Consultants and the Construction Contracts and Contracts with Design Professionals. Manage value engineering process as needed to arrive at financially feasible development costs without sacrificing quality of the approved project. Oversee

construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities.

2) Facilitate Necessary Site Improvements

Initiate and complete site work and infrastructure construction.

3) Implement Development Program

Develop all improvements associated with the development program in accordance with the Agreement and the final Master Plan approved by RRHA and HUD.

4) Insurance and Real Estate Taxes

Obtain and maintain necessary and appropriate amounts of insurance during predevelopment and development. Obtain and maintain exemption from real property and sales taxes as appropriate.

5) Davis Bacon and Related Acts (DBRA)

Comply with prevailing wage and other provisions of DBRA applicable to development of the Dove Street Area.

E. Ownership and Asset Management

1) Organize Ownership Entity

Develop and participate in the ownership structure of, and management of, certain real properties. Where a Limited Partnership or Limited Liability Corporation is formed, RRHA or an affiliate may participate in that structure, and the organizational documents for such entities shall be subject to RRHA's approval.

2) Ensure Short- and Long-Term Viability of Redeveloped Projects

Develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the sites redeveloped in accordance with the Agreement.

3) Prepare Management Plan

Develop a management plan that describes how the development will be successfully operated through initial lease-up and ongoing stabilization. The management plan shall be subject to RRHA's approval.

4) Market and Sell Homeownership Units

Develop and implement a marketing and sales plan and abide by sales structure and programming in accordance with applicable local, state and HUD regulations.

5) Select and Manage a Property Management Firm for Rental Units

Identify an appropriate property management entity/entities, including, potentially, RRHA to manage rental units for the Dove Street Area. Manage the selected property management entity/entities.

6) Market and Lease-up of Multi-Family Rental Units

Create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements.

F. Community and Supportive Services

Assist in the provision and coordination of services to public housing residents. Identify funding sources that will contribute to the success of the resident services program. Develop creative methods, programs and partnerships that would directly involve the Master Developer in funding and delivery of human services to public housing residents in their developments.

3.3. *Role of Residents*

The affected residents will be involved throughout the redevelopment process. The affected residents will provide input, advice, counsel, recommendations and opinions as the Master Developer plans and carries out the redevelopment program.

4. SUBMISSION AND EVALUATION REQUIREMENTS

4.1. *General Submission Information*

In order to be considered for selection, Offerors must submit a complete response to this RFQ. One (1) original and six (6) copies of each proposal must be submitted to the following address on or before **December 15, 2009 no later than 2:00 p.m.** The Offerors must also submit their entire proposal on Compact Disc (CD) in a Microsoft Word and/or Adobe PDF format. The CD must be labeled with the RFQ number and the Offeror's name.

Facsimile or electronically transmitted proposals will not be accepted. Offerors assume sole and full responsibility for the timely delivery of the proposals. Late proposals will not be considered. All proposals will become a part of RRHA's official files and will not be returned to the offeror.

The proposals shall be in a sealed envelope or sealed package and addressed as directed on Page 5 of the solicitation. The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follows:

Request for Qualifications No. RRHA-2010-01

Closing Date: **December 15, 2009**; Closing Time 2:00 p.m. EST

Title of Proposal: Master Developer for Dove Street Area

Offeror's Authorized Contact Person: _____

Telephone Number of Offeror's Contract Person: _____

Name of Contract Officer: Dr. MaLinda B. Washington, Director

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content. All copies should be in color, if color is utilized in the original.

Ownership of all data, materials, and documentation originated and prepared for RRHA pursuant to the RFQ shall belong exclusively to RRHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data and/or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the designation. Financial statements and bank references may be placed in a separate sealed envelope marked "confidential."

All expenses incurred in the preparation and submission of proposals in response to this RFQ shall be borne by the Offeror.

A. Oral Presentation

Offerors submitting a proposal in response to this RFQ may be required to give an oral presentation of their proposal to RRHA. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. RRHA will schedule the time and location of these presentations. Oral presentations are an option of RRHA and may or may not be conducted.

4.2. Proposal Requirements

The following provides guidance on what the qualifications-based proposal must contain and how it must be organized. The purpose of this information is to establish the requirements, order and format for responses to ensure that the proposals are complete, include essential information and can be fairly evaluated. Offerors must assemble their response in the order described below, bind copies in either three (3) ring binders or with comb bindings, and use tabs to identify each section. Offerors are requested to avoid duplicative materials and redundancies in the proposal. Offerors must compile their responses using the following outline:

Tab	
1	RFQ Cover Sheet and all addenda acknowledgements, if any, signed and completed as required
2	Letter of Interest
3	Team Organization
4	Team Experience and Qualifications
5	Technical Response to Proposed Master Plan
6	Equal Opportunity (MBE/WBE/Section 3)
7	Financial Capacity of Offeror and Other Guarantors
8	References
9	Certifications and Assurances
10	Other Attachments

A. Letter of Interest

The cover letter must list all development team members and their roles. Identify the primary contact person for the Offeror and provide phone number, facsimile number and e-mail address. The letter must be signed by an authorized principal of the Offeror's firm.

B. Team Organization

Provide a description of the Offeror's team organization and capacity to undertake the proposed development activities including the following:

- 1) An organizational chart that shows all legal entities on the Offeror's team, illustrating the roles and responsibilities of all team members and identifying key staff in each role or responsibility.

Attach a contact list with address, telephone and email information for all entities indicated on the organizational chart.

- 2) Specifically identify the individual who will serve as Project Manager for the development team and who will direct and coordinate the development effort through completion. Describe the Project Manager's prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi-disciplinary team and facilitating a community involvement process. Identify what commitment of time the Project Manager will make to this project and identify the nature and extent of his/her involvement in other current projects and what adjustments would be made, if any, to those assignments.
- 3) Provide profiles and resumes of all other key staff who will be involved in the redevelopment effort. Specify the roles of key staff in carrying out this development initiative and their previous experience with housing development and redevelopment.
- 4) A narrative statement of the relationship between team members revealing any ownership interest and describing previous collaboration and/or interaction between the team members.
- 5) Indicate whether the Offeror or any team member has been terminated from a contract, and if so, describe the circumstances and outcome; and indicate whether the Offeror or any team member has ever sued a Housing Authority, and if so, describe the circumstances and outcome(s).

C. Team Experience and Capabilities

Provide a description of relevant and previous experience within the past ten (10) years for all members of the team focusing on:

- 1) Previous projects of similar scale and type including the development and operation of rental and for-sale mixed-income housing; include mixed-use projects including residential mixed with retail, office, community facilities, and/or institutional uses. For each project, provide the following information:
 - Name of the project
 - Date of completion or anticipated completion
 - Location
 - Size and type of project
 - Rental units (unit mix and incomes served, including number of public housing units)
 - For-sale (number of homes, SF vs. condos, and price points)
 - Retail/commercial (total SF and type of services)
 - Institutional/community facilities (total SF and end users)
 - Total cost of development
 - Sources of financing (e.g. tax credits, bonds, TIF, project-basing, CDBG/HOME, mortgages, etc.)
 - Sustainable and energy-efficiency components, and
 - Contact name and phone number;
- 2) Familiarity with HUD mixed-finance development, low income housing tax credit transactions, public housing regulations and HUD requirements;

- 3) Leading strategic and master planning exercises involving participation of a broad range of stakeholders;
- 4) Property management (either directly or through supervision of property management provided by a third party);
- 5) Building development and management capacity of PHAs; and
- 6) Knowledge of Richmond market conditions.

D. Technical Response to Proposed Master Plan

The Offeror's proposal must, at a minimum, discuss the following components of the Dove Street Area Master Plan.

1) Development Program and Physical Plan

Based on a review of the Master Plan, discuss the proposed unit mix program, income targets, and design concepts for the development effort. The narrative should include any suggested modifications to accomplish the overall goals and objectives of the project, and should specifically address the rental units, the homeownership units, and proposed non-residential components. The Offeror should use this section to discuss their proposed role in the design and master planning process. Creative and constructive criticism is encouraged.

2) Financing Plan

Based on the Master Plan program, the proposal should include a preliminary total development budget, including sources and uses for all project components and operating proforma(s) for the residential components (rental and home ownership). Assumptions regarding development sources must be clearly identified, including proceeds from sales of homes, equity from sale of LIHTCs, other sources of public and/or private subordinate financing, and permanent debt.

3) Business Terms

The Offeror must state its position and reasoning for each of the following areas:

- Offeror's need for and source of predevelopment funding, if any.
- Offeror's expected amount and method of compensation, if any, for activities associated with the successful finalization of the Master Plan, defined in part as approved environmental clearance by all responsible agencies and receipt of zoning approval from the City of Richmond.
- Master developer fee, and timing of payment of such fee, which it would seek for developing the project as currently proposed, and basis for how it might change should the development project change.
- Compensation and return on investment to be paid to RRHA, and timing of such payments during the construction period and through project operation, including, without limitation, a share of development fees, management fees, interest earnings on loans and residual cash flow.

4) Development Schedule

The Offeror must include a preliminary development timeline, including a critical path timeline for the predevelopment activities as well as each phase of the development activities, incorporating the Low Income Housing Tax Credit allocation cycle.

5) Provision of Community and Supportive Services

Indicate the Offeror's preferred role in coordinating with RRHA for the provision of community and supportive services.

6) Community Participation

Describe the approach and methods your team will utilize to assure meaningful participation by the community, the duly elected resident council, and the impacted residents of the property in the planning and implementation of the redevelopment initiative.

7) RRHA Working Relationship and Capacity Building

Describe how the Offeror will work with RRHA to develop a collaborative working relationship and to resolve any differences in the development program and approach. Propose a method by which the Offeror can incorporate capacity building opportunities for RRHA staff during the predevelopment and development phases, and during the management and operation of the new housing. Indicate previous experiences with such a relationship with other Public Housing Authorities, describing successes and failures. Address potential concerns (if any) regarding this partnership approach with RRHA.

E. Financial Capacity of Offeror

- 1) Provide the three (3) most recent years of audited financial statements from each member of the Offeror's team who will be providing any guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited financial statements are available. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements and bank references may be placed in a separate sealed envelope marked "confidential."
- 2) Provide a statement indicating how the Offeror will honor all financial guarantees, should the need arise. The statement should include more than a reference to the Financial Statements.
- 3) Additionally, provide three (3) bank references for the Offeror.

F. Equal Opportunity (MBE/WBE and Section 3 Business Concerns)

The response must include an explanation of the affirmative steps your team shall utilize to seek and enable strong participation by minority-owned and women-owned business enterprises as well as Section 3 individuals and Section 3 business concerns. Provide the following information in your response:

- 1) Identify the extent to which MBE/WBE and Section 3 individuals and Section 3 businesses are included as part of the development team. Provide certification of MBE/WBE business status.

- 2) Discuss prior development experience utilizing MBE/WBE businesses and Section 3 individuals and businesses. Information must be provided in sufficient detail to reveal the team's track record and allow an assessment of the level and quality of effort.
- 3) The response must include an explanation of the approach and methods your team shall utilize to ensure significant employment opportunities for residents of RRHA and other individuals eligible as Section 3 participants. The response must indicate that the Offeror shall require all contractors and subcontractors to utilize various programs when available as a means to meet the Section 3 employment, as well as Section 3 business, requirements.

G. References

Provide a list of five (5) past or current partners in projects where the Offeror has demonstrated its qualifications in any or all of the activities requested under this RFQ. The list must include the name, title, organization, address, telephone, and e-mail address of the person most familiar with the work completed. Please reference the name of the project with which the reference is familiar. A minimum of two (2) references from PHAs and/or other public clients for which the Offeror performed a similar role (especially where the Developer provided training and capacity building as described in this RFQ) should be included. References may also be provided by construction or permanent lenders; general contractors; public sector financing partners; LIHTC limited partner investors; etc.

Provide three (3) similar references for each of the development team members for projects similar in scope to what is described in this RFQ.

H. Certifications and Assurances

The Offeror must provide the following assurances and complete and submit all certifications indicated below:

Non-Collusive Affidavit
Certificate of Non-segregated Facilities
Minority Business Participation Commitment Form
RRHA Section III Clause
HUD form 5369-B Instructions to Offerors
HUD form 5369-C Certifications and Representation
HUD form 5370-C General Conditions for Non-Construction

I. Other Attachments

The Offeror may attach, at the end of their submission, other promotional materials or work products that would demonstrate their experience and qualifications.

4.3. Evaluation Criteria

Proposals shall be evaluated by RRHA using the following criteria:

Evaluation Criterion	Possible Points
Team Organization	20
Team Experience and Qualifications	30
Technical Response to Proposed Master Plan	20
Financial Capacity of Offeror	20
Equal Opportunity (MBE/WBE)	5
Equal Opportunity (Section 3)	5
Total Points	100

5. SELECTION PROCESS AND SCHEDULE

5.1. Selection Process

RRHA shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Qualifications and all information developed in the selection process to this point, RRHA shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a Development Agreement, satisfactory and advantageous to RRHA cannot be negotiated that is considered fair and reasonable, negotiations with the Offeror ranked first shall be formally terminated and RRHA will begin negotiations with the Offeror ranked second, and so on, until such an agreement can be negotiated with fair and reasonable terms and conditions. The parties concur that HUD must approve the Master Development Agreement and agree to work diligently to implement changes as may be required by HUD. Should RRHA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, an agreement may be negotiated and awarded to that Offeror. RRHA reserves the right to formally terminate negotiations and/or cancel the procurement program at any point.

5.2. Communication During the Procurement Process

During the solicitation and subsequent evaluation process, Offerors may not make any contact regarding this RFQ with Board Members, Residents, or RRHA staff other than the Contract Officer. The activities of the Evaluation Panel are confidential and any contact with members of the above groups will create the impression of unfair access or conflict of interest. Contact prior to selection may lead to a nullification of the results of the RFQ, or a dismissal of the offending Offeror's submission, or it may result in the contacted party being required to recuse himself or herself from consideration of the Offeror's submission.

5.3. Pre-proposal Conference

A Pre-proposal Conference will be held at 10:00 AM EST, November 10, 2009, at the Richmond Redevelopment and Housing Authority, Division of Procurement and Contract Administration, 1209 Admiral Street, Richmond, Virginia 23219. Immediately following the pre-proposal conference a tour of the site will be offered.

Although attendance at this conference is not mandatory, it is encouraged. The conference will provide Offerors with a briefing on the Master Plan work completed to date and the proposed development program, the opportunity to discuss the project with RRHA staff and consultants, and a tour of the existing development and adjacent neighborhood. Offerors will be responsible for providing their own transportation to the pre-proposal conference.

5.4. Questions Regarding RFQ

Questions regarding this RFQ must be directed in writing, via email, no later than five (5) business days prior to the due date of the RFQ to Dr. MaLinda B. Washington, Director of Procurement and Contract Administration, mawashin@rrha.state.va.us.

6. GENERAL INFORMATION

6.1. RRHA Options

RRHA reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

- Cancel and/or reissue the RFQ, and/or reject all proposals;
- Reject, in whole or in part, any or all proposals received in response to this RFQ which are incomplete and/or non-responsive;
- Waive or correct any immaterial defect or technical error in any response, proposal or proposal procedure, as part of the RFQ or any subsequent negotiation process;
- Request that certain or all Offerors to this RFQ supplement or modify certain aspects of the information or proposals submitted;
- Modify the selection procedure, the scope of the proposed project or the required responses; and
- Extend deadlines for accepting proposals, request amendments to proposals after expiration deadlines, or negotiate or approve final agreements.

The determination of the criteria and process whereby responses are evaluated, 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 RRHA and its Board of Commissioners. Protests of the bid and/or award process shall be handled in accordance with the “RRHA Statement of Procurement Policy.”

RRHA will accept only one proposal from each Offeror. However, subconsultants may participate as members of more than one Offeror’s development team.

No award will be made to any Offeror that is determined not responsible to perform or if the Offeror or any member of its team are suspended, debarred or otherwise determined ineligible to receive an award from HUD. Prior to award, RRHA will review the proposed Offeror’s ability to perform the contract successfully, considering such factors as the Offerors’ integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-Procurement Programs published by the General Services Administration), compliance with public policy, record of past performance (including contacting the Offeror’s clients), and financial and technical resources.

6.2. No Claim Against RRHA

Offerors shall not obtain, by submitting a proposal in response to this RFQ, any claim against RRHA or RRHA’s property by reason of all or any part of any of the following:

- Any aspect of this RFQ;
- The selection process;
- The rejection of any or all offers;
- The acceptance of any offer;
- Entering into any agreements or the failure to enter into any agreements;

- Any statements, representations, acts or omissions of RRHA to any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and
- Any other matters arising out of the foregoing

6.3. *Key Personnel*

In submitting their proposals, Offerors are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Offeror must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the development firm under its sole direction, and not employees or agents of RRHA.

6.4. *Contract Form and Issues*

This RFQ will lead to a Master Development Agreement, the exact terms of which will be negotiated between RRHA and the successful Offeror. No contractual rights shall arise out of the process of negotiation until such time as the RRHA and the selected Master Developer have signed the Agreement and HUD has approved it. Work under the Agreement shall commence immediately upon HUD's approval of the Agreement.

6.5. *Insurance*

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the Master Developer and any subcontractors will maintain the insurance coverage during the entire term of the contract.

A. *Insurance and Indemnification*

Master Developer shall obtain and maintain during the term of the Master Development Agreement general commercial liability and professional liability insurance coverage in a minimum amount of at least \$1,000,000 for each policy, with an insurance carrier having a Best "B+" or better rating or equivalent and which is authorized to conduct business in the Commonwealth of Virginia ("State"). A certificate of such insurance must be on file with RRHA prior to Master Developer commencing work hereunder. At RRHA's request, Master Developer shall cause RRHA to be named as an additional insured under such professional liability policy. So long as the Contract is in effect, such professional liability insurance policy shall provide for thirty (30) days' prior written notice of cancellation to RRHA. Such professional liability policy shall continue to be enforceable for a minimum period of five (5) years following termination of this Contract. Any subcontractor engaged by the Master Developer or the Master Developer's Contractor or subcontractor to perform services related to the Master Developer Agreement shall be required to obtain and maintain professional liability insurance in accordance with the terms set forth in this Paragraph.

The Master Developer shall also obtain and maintain worker's compensation insurance as required, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by Master Developer to satisfy such requirement as well. The Master Developer shall also obtain and maintain commercial automobile liability insurance (either under a separate policy or as an endorsement to a commercial general liability policy) for any automobiles owned by Master Developer.

The Master Developer shall indemnify, hold harmless and defend RRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Master Developer or its agents, servants or employees;
- any conduct or misconduct of Master Developer not included in the above subparagraph hereof and for which RRHA, its agents, servants or employees are alleged to be liable;
- the negligence or other actionable fault of any subcontractors; or
- claims, suits, actions or proceedings of whatsoever nature that are brought by Master Developer's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

The execution of the Master Development Agreement by the Master Developer shall obligate the Master Developer to comply with all the terms and conditions hereof. Notwithstanding any other term or condition of the Master Development Agreement, the indemnification shall survive the expiration or earlier termination of the Master Development Agreement for a period of five (5) years.

6.6. Rules, Laws and Regulations

The Offeror shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Offerors 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.

The Development Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, City of Richmond and any litigation with respect thereto shall be brought in the courts of the Commonwealth. This contract is made, entered into, and shall be performed in the jurisdiction of the City of Richmond, Commonwealth of Virginia. The Master Developer shall comply with all applicable federal, state and local laws, rules and regulations. The Master Developer shall procure any permits and licenses required for its business or the services to be provided by it hereunder.

NON-COLLUSIVE AFFIDAVIT
For Advertised Bids

State of _____)
County of _____)

_____, being first
duly sworn, deposes and says that:

(1) He is _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted
the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affidavit, has in any way colluded,
conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit
a collusive or sham bid in connection with the contract for which the attached bid has been submitted
or to refrain from bidding in connection with such contract, or has in any manner, directly or
indirectly, sought by unlawful agreement or collusion or communication or conference with any
other bidder, firm or person to fix the price or prices in the bid price or the bid price of any other
bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any
advantage against the Richmond Redevelopment and Housing Authority or any person interested in
the proposed contract; and

(5) The price or prices in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name)

(Title)

Subscribed and sworn to before me
this ____ day of _____, 20 ____

My Commission Expires _____

CERTIFICATE OF NONSEGREGATED FACILITIES
(for Advertised Projects)

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Date _____, 20__

(Name of Bidder)

Official address:

By: _____

Title: _____

Minority Business and Section III
Participation Commitment Form

Project Name:

Master Developer for Dove Street Area RFQ No. RRHA-RFQ-2010-01

It is the policy of Richmond Redevelopment and Housing Authority (“RRHA”) to encourage Minority and Section III participation in all contracts. To implement this policy, RRHA shall encourage Minority and Section III participation through **subcontracting**, or other methods in contracting. You must complete this form, indicating the percentage of this Contract that **will be subcontracted to Minority and Section III Businesses and Section III Individuals.**

Minority Participation:

For the purpose of this commitment, the term “Minority Business” means a business at least 50 percent of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is minority owned, and the business is controlled by minority group members. For the purpose of the preceding sentence, “Minority Group Members” are citizens of the United States who are African-American, Hispanics, Asians, Pacific Islanders, and American Indians.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms.

_____ percent *

To be considered a “minority business”, the business must be so certified by the Commonwealth of Virginia Department of Minority Business Enterprise, City of Richmond or a federal agency that certifies business as a minority business.

Section III Participation:

For the purpose of this commitment, the term “Section III” refers to Section III businesses and Section III individuals based on the definitions below:

Definitions:

Low Income Person as used above means a **resident of the Richmond Metropolitan Area** at or below 80% of medium income as shown in the Income Table below.

Economic Opportunities as used above means contracts with (a) businesses owned 51% or more by residents of Richmond metropolitan area at or below 80% of medium income or (b) business whose full-time employees are made up of at least 30% residents of Richmond metropolitan area at or below 80% of medium income. Such businesses are referred to as *Section III Business*.

Income Table

This table shows 80% of median income for Richmond Metropolitan Area for the designated number of persons in a family.

<u>1 person</u>	<u>2 persons</u>	<u>3 persons</u>	<u>4 persons</u>
\$38,450	\$43,950	\$49,450	\$54,950
<u>5 persons</u>	<u>6 persons</u>	<u>7 persons</u>	<u>8 persons</u>
\$59,350	\$63,750	\$68,150	\$72,550

To be considered a “Section III business or Section III individual”; the business must provide documentation supporting the income level of the employees and individuals.

Please indicate the percentage of Section III participation for this project. This refers to the percentage of the total dollar value of the Contract that will be available for Section III opportunities.

_____ percent *

*RRHA will consider Minority and Section III participation in awarding this Contract. RRHA reserves the right to approve or disapprove any subcontractor list or individual.

FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID/OFFEROR BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.

The undersigned hereby certifies that he or she has read the terms of this commitment form and is authorized to bind the prospective bidder/offeror to the commitment herein set forth.

Firm’s Name

Name of Authorized Officer – printed

Date

Name of Authorized Officer – signed

**SECTION III
COMPLIANCE CLAUSE AND COMMITMENT FORM**

- 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 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.

- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Definitions

Low Income Person as used above means a **resident of the Richmond Metropolitan Area** at or below 80% of medium income as shown in the Income Table below.

Economic Opportunities as used above means contracts with (a) that is fifty-one percent (51%) or more owned by Section 3 residents; (b) whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (c) that provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (a) or (b).

Applicability

This Contract plus all Subcontracts at any tier of \$100,000 or more.

Reporting

The Contractor will be required to report all new hirees employed as a result of this Contract and to determine and report whether or not any of these **new** hirees may be defined as *low income persons* based upon the above stated definition and by employing the income table below. For Subcontracts of \$100,000 or more the Contractor will be responsible for requiring the Subcontractor to (a) report all new hirees employed as a result of this Contract and to determine and report whether or not any of these **new** hirees may be defined as *low income persons* based upon the above stated definition and by employing the income table below and (b) determine whether or not the Subcontractor may be defined as a *low income person* or a *Section III Business* based on the above stated definitions and income table below. These requirements apply to any tier of Subcontractors.

INCOME TABLE

This table shows 80% of median income for Richmond Metropolitan Area for the designated number of persons in a family.

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low (50%) Income Limits	\$24,250	\$27,700	\$31,200	\$34,650	\$37,400	\$40,200	\$42,950	\$45,750
Extremely Low (30%) Income Limits	\$14,550	\$16,650	\$18,700	\$20,800	\$22,450	\$24,150	\$25,800	\$27,450
Low (80%) Income Limits	\$38,800	\$44,350	\$49,900	\$55,450	\$59,900	\$64,300	\$68,750	\$73,200

SECTION III COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Reference Project: _____

Subject: Statement of compliance with Section III Clause

Gentlemen:

In accordance with the provisions stated herein I will make a "good faith effort" to provide opportunities for the training and employment to qualified low-income residents in the area in which this project is located (Richmond Metropolitan Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

Attached is the report form to disclose the number of positions available for employment. We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to employees and applicants for any open positions.

Sincerely submitted,

Typed Signature and Title

Signature

Date signed

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name (Business)

Date

Authorizing Signature (Business)

Authorizing Name
(attested by)

Date

Authorizing Signature
(attested by)

ELIGIBILITY FOR PREFERENCE

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of the _____

_____ and meet the income eligibility guidelines for a low or very low-income person that's outline in the income table.

My permanent address is: _____

City

Zip

I have attached the following documentation as evidence of my status:

___ Copy of lease

___ Copy of receipt of public Assistance

___ Copy of Evidence of participation in a public assistance program.

___ Other evidence

___ Copy of W-2 or 1099

___ Other evidence

Signature

Print Name

Date

**INSTRUCTIONS FOR COMPLETING THE SECTION 3 OPPORTUNITIES PLAN
(SERVICE & PROFESSIONAL CONTRACTS)**

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

The Section 3 Opportunities Plan is to be completed for service and professional contracts. There are four (4) ways in which Section 3 requirements can be fulfilled. They are listed in order of preference:

1. Subcontract or joint venture with a resident owned business. The business must be 51% more owned by Richmond Redevelopment and Housing Authority public housing residents, or subcontractor/joint venture with a business that employs full-time, 30% or more, or low and very low income individuals within the Metropolitan area of the City of Richmond, or
2. Direct hiring of the Richmond Redevelopment and Housing Authority's public housing residents, individuals participating in the Richmond Redevelopment and Housing Authority programs, and/or low and very low-income neighborhood residents, or
3. Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale. Such training shall be determined after consultation with the Section 3 Coordinator.
4. Contribute to the resident educational fund in an amount commensurate with the sliding scale included in the Section 3 Conditions.

If a prime contractor is unable to satisfy the resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project.

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/offers 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:

Title:

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. 12/31/2011)

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

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.