



Request for Proposals

LOWELL HOUSING AUTHORITY

DEVELOPMENT PARTNER RFP 2024-2

Release Date: April 3, 2024

**Pre-Bid Site Visit: April 16, 2024 at 2:30 p.m.
(Mercier Center, 21 Salem Street)**

Proposals Due: June 14, 2024 at 11:00 AM



DIRECT ALL RFP CORRESPONDENCE TO:
RITA V. BROUSSEAU, CHIEF PROCUREMENT OFFICER
LOWELL HOUSING AUTHORITY
DEPARTMENT OF FINANCE AND PROCUREMENT
rbrousseau@lhma.org
www.lhma.org/bids

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INTRODUCTION

POLITICAL SUBDIVISION STATUS

The Lowell Housing Authority (the “LHA”) is an autonomous, public housing authority created in 1937 as a public body politic and corporate with the City of Lowell and a political subdivision of the Commonwealth of Massachusetts. Enabling legislation is Massachusetts General Laws, chapter 121B, *et seq.* The LHA is governed by a five-member appointed Board of Commissioners, which is the LHA awarding authority.

HOUSING UNITS

The LHA owns and/or manages 3,147 units of housing comprising of: (a) 1,625 units in federal family and elderly/disabled housing developments. The HUD-aided properties are managed under an Asset Management Project model (“AMP”). The LHA has four (4) AMPs and the state-aided portfolio. (b) 148 units in state housing developments, 42 units in HUD Multi-family new construction/substantial rehabilitation development and (c) 1,384 U.S. HUD Section 8 Housing Choice Vouchers. Images of the LHA housing units may be viewed on the website: www.LHMA.org

STAFF

The LHA currently employs approximately 100 full and part-time employees, including its central administration/management, property managers for each of the five property development areas, and facilities/maintenance staff.

FUNDING

The LHA receives both federal and state grants that supplement its operational expenditures and support capital improvements. Annual operational spend is approximately \$44M with state and federal capital expenditures of approximately \$4M.

REQUEST FOR PROPOSALS (RFP) PROCESS JUSTIFICATION STATEMENT

A competitive RFP solicitation process is an appropriate method of procurement for this contract. Development Partners will be evaluated and selected based on the evaluation criteria and factors for award as stated within the RFP. The contract award is based on the best (“most advantageous”) proposal responsive to the requirements of the statement of work resulting in the greatest benefit and best value to the Lowell Housing Authority, where price is not the primary award criterion.

The objective of this procurement is to choose a development partner who has the experience, finances and ability to develop affordable housing along the Merrimack Street Corridor. This procurement shall follow the guidelines of Massachusetts General Laws (M.G.L.), chapter 30B, section 6 and the U.S. HUD Regulations of Title 2, Subtitle A, Chapter II, Part 200, Subpart D (2 CFR 200.317, “Procurement Standards”).

- Rita V. Brousseau, Chief Procurement Officer 03/27/2024

RFP INFORMATION AT A GLANCE:

Agency Contact Person:	Rita V. Brousseau, Chief Procurement Officer Tel: 978-364-5341 E-Mail: rbrousseau@lhma.org 350 Moody St, PO Box 60, Lowell, MA 01854 TDD/TTY: 1-800-545-1833 x178
How to Obtain RFP Documents:	Download at www.lhma.org/bids
RFP Issue Date:	April 3, 2024
Briefing Session & Pre-Proposal Walk through (Optional):	April 16, 2024 at 2:30 p.m. at Mercier Center, 21 Salem Street.
Deadline for Written Questions:	April 19, 2024 by 3:00 p.m.
Issuance of Addenda:	April 26, 2024
How to Fully Respond to this RFP:	As instructed within Section 6.0 of the RFP document.
Proposal Submission Date and Time:	June 14, 2024 at 11:00 a.m.
Proposal Evaluation Period:	By July 8, 2024
Anticipated LHA Board Approval:	July 10, 2024 at 5:00 p.m.
Kickoff Meeting & Site Visit:	July 18, 2024

*Regularly scheduled LHA Board Meetings are held at the Armand P. Mercier Community Center Board Room, 21 Salem St, Lowell, MA.

1.0 GENERAL INFORMATION

1.1 LHA RESERVATIONS OF RIGHTS

1.1.1 INFORMAL OR EX PARTE COMMUNICATION PROHIBITIONS AND LIMITATIONS: No verbal or written information which is obtained other than through this RFP or its addenda shall be binding by the LHA. With the exception of written instructions and information from the Chief Procurement Officer (CPO) or designee, no employee of the LHA is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. Respondent must not make inquiry or communicate with any other LHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to submit by this requirement may be cause for the LHA to not consider an application submittal received from any Respondent who has not submitted by this directive.

1.1.2 CANCELLATIONS, REJECTION OF ALL PROPOSALS; CLARIFICATIONS; NON-AWARD RESERCATION: The LHA reserves the right to cancel the RFP at any time and to reject any and all bids or proposals and to request clarification of information from any proposer. The LHA is not obligated to enter into a contract or issue any Work Orders on the basis of any proposal submitted in response to this document or other representation.

1.1.3 ADDITIONAL INFORMATION REQUIREMENTS: Prior to the final selection, proposer(s) may be required to submit additional information which the LHA may deem necessary to further evaluate the proposer’s qualifications.

1.1.4 NO REIMBURSEMENT FOR PREPARATION, TRAVEL; 60-DAY PROPOSAL: The LHA will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred. A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

1.1.5 NEGOTIATION OF PERFORMANCE PLANS: The LHA reserves the right to negotiate with the selected proposer the final terms of proposed performance plans in order to award a contemplated contract. Plan contents subject to negotiation include scheduling/metrics, staffing assignments, professional status or training and certification levels of personnel required for assignments, manner of value calculation and reporting to achieve consistency and meet Massachusetts and U.S. HUD methodology and procedural requirements and expectations.

1.1.6 INDEMNIFICATION: Each Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses including attorney fees and otherwise hold harmless the LHA, and agents from any liability of any nature or kind in regard to the delivery of services.

1.1.7 INTELLECTUAL PROPERTY: All proposals, responses, inquiries, and correspondence relating to or in reference to this RFP, and all reports, concepts, data, information, charts, and other documentation submitted by proposers shall inure for use by and become the property of the LHA when received. If copyrighted material is submitted, the LHA will presume that the proposer grants limited release to the LHA in order to make scan or copy and distribute documents as necessary for official purposes and for public record requests.

1.2 PUBLIC INFORMATION, PROTECTION OF PERSONAL DATA

1.2.1 Proposers are advised that information provided in estimate samples or other portions of a proposal, and any submission may be subject to inspection by the public at the conclusion of the evaluation process or upon the time for acceptance stated in this RFP, whichever comes first. Proposers are solely responsible for redacting confidential information from each proposal.

1.2.2 All responses, proposals, related documentation and information submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L. c.66 §10, and to M.G.L c.4 §7(26), regarding public access to such documents. Any statement submitted by the respondent that purport to reserve any confidentiality or privacy rights in submitted responses or that are otherwise inconsistent with these statutes will be void and disregarded.

1.2.3 By submitting its response to the LHA, the Respondent agrees that the LHA shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFP and/or in connection with any contract entered into between Respondent and the LHA as a result of the RFP process.

1.2.4 Further, any selected Respondent must recognize that in the performance of the LHA Standards Goods and Services Agreement and any Work Orders issued thereto, it may become a holder of personal data (as defined in M.G.L. c.66A) or other information deemed confidential. Respondent shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of the LHA. Any questions concerning issues of confidentiality, the submission of materials to the LHA, or any other questions related to these matters, should be directed to LHA’s Chief Operating Officer.

2.0 BACKGROUND:

The Lowell Housing Authority (“LHA”, or “the Authority”), in collaboration with its nonprofit development affiliate Revitalization Effort Toward New Urbanism (“RENU”), is requesting both for-profit and nonprofit entities interested in serving as Development Partner for the Merrimack Street Corridor development project to submit proposals for consideration.

The Authority seeks to develop two sites along Merrimack Street in the Acre neighborhood of Lowell, Massachusetts, near LHA central offices and the Mercier Community Center. Both sites are comprised of contiguous parcels owned by LHA or RENU, but each site is located on a discrete city block (“Block 1” and “Block 2”). The sites are vacant of structures. The following is a brief description of each Block; please refer to Attachments C and D for additional parcel information and areas.

Block 1 contains nine (9) contiguous vacant parcels totaling 0.79 acres and bounded by Merrimack St., Decatur St. and Salem St. The LHA currently owns all the parcels adjacent to and including the Mercier Community Center. It should be assumed that under any development scenario the Mercier Community Center building is to remain. The other lots in Block 1 may be combined, to the extent permissible by municipal code, to maximize development potential.

Block 2 contains three (3) contiguous parcels totaling 0.26 acres and bounded by Merrimack St., Austin St., Moody St., and Cabot St. One parcel, 681 Merrimack St., is owned by LHA while parcels at 691 Merrimack and 701 Merrimack are owned by RENU and all three parcels are vacant of existing structures. It should be assumed that lots may be combined, to the extent permissible by municipal code, to maximize development potential.

To assist in predevelopment planning activities, LHA has procured TAG Associates, Inc. (TAG) (www.tagassociatesinc.com) as the Development Consultant to the Authority for this project and architecture firm Zero Energy Design (ZED) (<https://zeroenergy.com/>) to prepare a Zoning and Yield Analysis for the Merrimack Corridor Sites (the “ZED Analysis”). Please refer to **Attachment A** for a copy of the ZED Analysis.

2.0.1 Briefing Session/Pre-Proposal Site Visit will be held on April 16, 2024, at 2:30 p.m. at the Mercier Center, 21 Salem Street, Lowell, MA 01854. Please note that the awarded proposer will have the opportunity to conduct a site visit and in-person discussion with LHA staff directly following the contract award date.

2.1 DEVELOPMENT OBJECTIVES

Development Program Requirements and Preferences

LHA and RENU are committed to providing multifamily housing affordable to moderate, low, very low and extremely low-income households in the Merrimack Corridor. Multifamily residential for family occupancy (as opposed to senior occupancy) shall be the primary use on Blocks 1 and 2. The Authority has a strong preference for all units across Blocks 1 and 2 to be affordable to 80% area median income (AMI) or below with no market-rate residential units on either Block. Each Block should contain a mix of income levels and the LIHTC average income test as outlined in the Massachusetts EOHLIC 2023-2024 Qualified Allocation Plan (QAP) may be utilized.

An approximate 50/50 mix of one-bedroom and two-bedroom units across both Blocks is the Authority’s preference based on projected rental demand. Where necessary due to state/local regulations, spatial constraints or increased spatial efficiency, some studio and three-bedroom units may be incorporated. Note that EOHLIC guidelines for family housing production may require based on projected public demand that certain percentages of total units are two-bedroom and three-bedroom units to be eligible for, or receive priority treatment for, the award of tax credits or other funding.

The ZED Analysis provided three conceptual plans for **Block 1**. Of these, the Authority’s preferred plan is “Block 1, Option A: Preserve Open Space”, one six-story building of approximately 15,000 square feet per story, with 19 off-street parking spaces inset within the building footprint at ground level.

The ZED Analysis proposes for **Block 1** a mixed-use building with ground floor commercial/retail space and a childcare facility totaling approximately 5,000 square feet. The Authority prefers a residential-only program at Block 1 rather than the mixed-use program shown in the ZED Analysis. Approximately six additional dwelling units may replace the 5,000sf commercial space in a residential-only program while keeping the building dimensions and approximate parking layout shown in the ZED analysis. This scenario is modeled in **Attachment B**, the Draft Development Proforma.

Block 1, Option A Program Scenarios

PROGRAM	ZED ZONING & YIELD ANALYSIS	DRAFT PROFORMA
RESIDENTIAL 0 BR	0 DU	0 DU
RESIDENTIAL 1 BR	37 DU	40 DU
RESIDENTIAL 2 BR	38 DU	41 DU
RESIDENTIAL 3 BR <i>*may be required by EOHLIC</i>	0 DU	0 DU
TOTAL RESIDENTIAL	75 DU	81 DU
TOTAL NON-DWELLING SPACE	4,987 SF	0 SF
OFF-STREET PARKING	19 SPACES	19 SPACES
AUTHORITY PREFERENCE	NOT PREFERRED	PREFERRED

The ZED Analysis provided one conceptual plan for **Block 2**. This includes one six-story building of 7,160 square feet per story, with 20 off-street parking spaces adjacent to the building footprint. Note that the ZED Analysis proposes a mixed-use

building with approximately 3,000sf of ground floor commercial space and 6,000sf of second floor office space.

The Authority no longer anticipates including office space in the Merrimack Corridor development. One floor of additional dwelling units may replace the office space while keeping the building dimensions and approximate parking layout shown in the ZED Analysis. Ground floor non-dwelling space may remain provided it is financially feasible. The City of Lowell has indicated a strong preference for a minimum of 1,200 sf of ground-floor non-dwelling space at Block 2 on the corner of Merrimack and Cabot Street. These modifications are shown in **Attachment B**, the Draft Development Proforma.

Block 2 Program Scenarios

PROGRAM	ZED ZONING & YIELD ANALYSIS	DRAFT PROFORMA
RESIDENTIAL 0 BR	4 DU	6 DU
RESIDENTIAL 1 BR	12 DU	16 DU
RESIDENTIAL 2 BR	12 DU	15 DU
RESIDENTIAL 3 BR <i>*may be required by EOHLIC</i>	0 DU	0 DU
TOTAL RESIDENTIAL	28 DU	37 DU
TOTAL NON-DWELLING SPACE	9,241 SF	1,200 SF
OFF-STREET PARKING	20 SPACES	20 SPACES
AUTHORITY PREFERENCE	NOT PREFERRED	PREFERRED

Block 3 in the ZED Analysis, directly across Decatur Ave. from Block 1, is not anticipated to be developed by the Authority at this time. **Proposers should not include development plans for Block 3 in their submissions.**

It is the Authority’s preference to work with a development team capable of coordinating with tenant supportive service providers, such as neighborhood groups, churches, local schools and local employers, to attempt to create opportunities for future residents. Respondents should review the QAP criteria for tenant supportive services when structuring a narrative response on coordination efforts within the community. The Authority’s website (www.lhma.org) contains more information on its Resident Service and Family Self-Sufficiency programs and has program coordinators on staff.

2.1.0 DEVELOPMENT TASKS

Major development tasks would be expected to minimally include:

- Building structural and foundation items;
- Exterior building envelope items;
- Sitework, grading to prevent water infiltration;
- Parking and site lighting
- New sidewalks and traffic control measures per municipal requirements;

- Water/Sewer: see the ZED Analysis for discussion of potential combined sewer replacement in coordination with municipality;
- Obtaining all necessary regulatory approvals, including land use, development and environmental permits;
- Coordinating with Authority to obtain all relevant HUD approvals;
- Coordinating and implementing the development program in tandem with Authority; and
- Creating and updating comprehensive development schedule addressing all major milestones of development.
- Obtaining all financing and providing all guarantees required to develop the sites as otherwise specified later in this RFP.
- Adherence to applicable statutory and regulatory requirements for procurement of General Contractor and subcontractors.

2.1.1 DESIGN CONSIDERATIONS

Please note that the ZED Analysis includes conceptual design schemes for Block 1 (Option A) and Block 2, which the Authority has approved. Proposals are expected to respond to the conceptual designs in the ZED Analysis. Proposals should indicate to what extent Respondent embraces the design, including the site plan layouts, building massing and floor plan layouts, and to what extent Respondent proposes modifications and enhancements or whether Respondent anticipates significant changes to the design. Note that the Authority’s preferred Program Scenarios described earlier in this section assumes no change to building massing or site design, so meeting the preferences in the Program Scenarios is expected from Respondent.

The following is excerpted from page 21 of the ZED Analysis and describes applicable codes, design guidelines, and sustainability measures relevant to this development. Respondent is expected to submit design documents that adhere to all applicable codes. The Authority is looking for design concepts that reduce tenants’ energy usage and cost as well as the overall environmental impact of project construction and operations. As such, design concepts that meet one or more of the Sustainability and Resiliency recommendations in the ZED Analysis (below), on one or both Blocks, will be considered more advantageous during their evaluation.

ZED Analysis, p.21 (**Attachment A**):

Applicable Codes: The applicable building code will be the 10th Edition of the MA State Building Code, which will adopt 2021 IBC and IRC. Any new work shall conform to IECC 2021 with MA Stretch Energy code which is now governed by DOER and went into effect in July 2023. Lowell is a Stretch Code Community. The development must adhere to the requirements of Americans with Disabilities Acts, Massachusetts Architectural Access Board Regulations (MAAB), and the Uniform Federal Accessibility Standards, ensure that all public spaces in the buildings are accessible, and provide 5% of units as mobility accessible MAAB "Group 2A" units and 2% of units with Deaf/ Hearing Impaired Devices per MAAB. The remaining units must comply with MAAB "Group 1" accessibility requirements. The new construction will be equipped throughout with code compliant fire protection and fire alarm systems. Additionally, the buildings must meet the requirements of the Massachusetts Multifamily New Construction Design Requirements &

Guidelines, made available by the Executive Office of Housing and Livable Communities. ZED proposed solutions, including layouts for apartment interiors, allocate adequate space for the requirements outlined in those Guidelines.

Sustainability and Resiliency: Any modernization or redevelopment as state-funded housing shall conform to the Complete Climate Resilience Design Guidelines, EOHLC’s Design Guidelines for Resiliency. As previously stated, the MA State Energy Code is now IECC 2021 with MA Stretch Energy code compliance required for the City of Lowell. ZeroEnergy recommends following the principles of Passive House as a calculated and data-driven approach to design, including early energy modeling, as a best practice for sustainable and reliably-performing building construction, whether or not certification is a project goal. Based on state climate and resiliency goals, we recommend any new construction be all-electric and incorporate renewable (solar) energy or be designed as solar-ready. For Affordable Housing projects, we also recommend incorporating Enterprise Green Communities criteria in the design, again whether or not certification is a project goal.

The Authority encourages the following additional design considerations:

- Outdoor common and recreation area (Block 1)
- Retention of mature trees (Block 1)
- Area for outdoor trash and recycling receptacles (Block 1)
- Bicycle storage (Block 1, Block 2)
- Sensitivity to neighborhood and adjacent properties (Block 1, Block 2)
- Obtaining all permits and all required approvals required to construct the developments on both Blocks.

2.2 ROLES OF THE PARTIES/DEVELOPMENT PROCESS

The Authority proposes to select a single Development Partner via this solicitation process. Each proposal will be evaluated based upon the evaluation criteria as contained in this RFP and the Authority will then select the team that best matches its development goals. Upon selection of the Development Partner, the Authority contemplates entering into a Memorandum of Understanding (MOU) which details the respective responsibilities and business terms as mutually agreed to by the parties.

It is expected that the Merrimack Street Corridor project will be developed under a “Merchant Developer” business model whereby the selected Development Partner will exit the project owner entity at a specified time following completion of the Development Obligation Period for that project. The Development Obligation Period is completed when the property reaches stabilization and converts to permanent financing.

The Authority reserves the right to negotiate with any other respondents should negotiations with any preferred respondent be delayed for any reason or otherwise fail to result in an acceptable agreement of business terms. Subsequent to an MOU, the Authority will enter into a Development Agreement with the selected developer, outlining the rights and responsibilities of the respective parties regarding the Merrimack Corridor development projects.

The Authority will consider most favorably Respondents who clearly demonstrate knowledge of:

- Programs and associated regulations and requirements of potential funding agencies including but not limited to the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) and MassHousing.
- State and local ordinances applicable to affordable housing development;
- Specific demonstrated experience working with public housing authorities to build multi-family rental real estate developments; and
- Specific expertise regarding financial feasibility of proposed affordable housing projects and the expected subsidy platforms to be utilized under HUD and Commonwealth Housing Assistance Programs.

To reiterate, this experience should include affordable housing development and redevelopment using a wide range of financing tools, including federal and state low-income housing tax credits, other public funds and conventional private debt.

2.2.0 Development Team

The successful Respondent will be expected to assemble and lead a team of professionals capable of working collaboratively with the Authority and its team members throughout every aspect of the development process. It is expected that all construction contracts will be competitively bid and not awarded as of right to any identity of interest general contractors. Respondents should include their proposed process for ensuring the receipt of competitive pricing. The Authority reserves the right to accept or reject individual members of the development team.

2.2.1 Ownership, Management, and Guarantors

The parties intend that each phase of the development will be owned by a Massachusetts limited partnership or limited liability company to be created, with an affiliated entity of the Authority (the "Authority Affiliate") to be a member of the General Partner and any tax credit investor(s) to be the Limited Partner. RENU is a 501(c)3 development affiliate of the Authority and may act as the Authority Affiliate General Partner member or a separate affiliate entity may be created for this purpose.

2.2.2 Transfer of Interest

The respective roles of the Authority, the Authority Affiliate, and the selected Development Partner will be negotiated. It is expected that, for each Owner Entity created, the Development Partner or an affiliate thereof will be the Managing General Partner until the conclusion of the Development Obligation period, defined as the point the property reaches stabilization and converts to permanent financing. At such point the Authority expects the Development Partner or Development Partner affiliate's interest in the Owner Entity to be conveyed to the Authority Affiliate subject to requisite approvals from lenders, LIHTC investors and EOHLC. The Authority Affiliate will then be the sole and managing member of the General Partnership.

2.2.3 Land Ownership

The Authority or RENU currently own all parcels to be developed on Block 1 and Block 2. The Authority anticipates entering into a ground lease with the Owner Entity effective at Closing. The exact mechanics

and term of the conveyance of the existing sites (term subject to any requirements of the tax credit investor) will be negotiated.

2.2.4 Debt Service and Security

The Owner Entity, through the Managing General Partner, will exercise full ownership control of the buildings and leasehold and will be empowered to enter into all contracts and agreements related to the property and manage all financial activities of the ownership, including payment of all obligations to mortgagees and creditors.

2.2.5 Guarantees

The Authority expects its Development Partner to provide performance and completion and all other guarantees required by lenders and investors for the extent of the Development Obligation Period. The Authority anticipates that with lender and investor approval it will be able to provide post-completion guarantees primarily expected to relate to operating deficit, non-recourse loan and compliance guarantees upon the exit of the Development Partner.

2.2.6 Property Management

The selected Development Partner or affiliated entity may be considered for the provision of property management services for an initial term that includes but may not be limited to the lease-up period. The Authority is interested in assuming full management roles at both sites and in working with the Development Partner's management team during the development and lease-up period to gain experience and facilitate a smooth transition of management services.

2.2.7 Lowell Housing Authority Potential Commitments

- Up to \$6,363,700 in proceeds from disposition of LHA property under Section 18 to be allocated as potential source of development funding subject to federal use restrictions;
- Up to sixty (60) federal non-RAD Project-Based Vouchers (PBVs) to be allocated across Block 1 and Block 2;
- Up to twenty (20) federal Veterans Affairs Supportive Housing (VASH) PBVs to be allocated across Block 1 and Block 2;
- Co-applicant for funding programs requiring or preferring non-profit / authority status;
- Contribution of up to eighty-nine (89) public housing units and associated HUD subsidy through the LHA's Faircloth authority, provided the units subsequently convert to the Section 8 platform through the Faircloth-to-RAD conversion process;
- Ability to augment Faircloth-to-RAD PBV rents up to 110% of Fair Market Rent (FMR) for the maximum number of units permitted under HUD guidelines for Faircloth-to-RAD rent augmentation. LHA is not a Moving-to-Work public housing agency. Based on vacancy rates, poverty rates and FMR in the vicinity, the greater of 25 units or 25 percent of total project units are eligible to receive rent augmentation. These Faircloth-to-RAD units would be in addition to the up to 60 non-RAD PBVs described above.

3.0 SCOPE OF SERVICES

The Scope of Services for the successful Respondent includes, but may not be limited to, the services described below. This may not be all inclusive of the services needed. The scope of services shall include the following:

- 3.0.1** Develop a preliminary financing plan and development plan, including phasing and construction schedule; determine the probability and extent of any gap funding and the total development cost; identify and help secure other public and/or private funding sources to close any funding gap; prepare and submit to Mass. EOHLC any Low-Income Housing Tax Credit (LIHTC) and other applications; participate in all necessary negotiations with funding source providers. Please refer to preliminary development and operating budgets in **Attachment B**.
- 3.0.2** Identify and negotiate contracts with such architects, engineers, subcontracting professionals and consultants as may be necessary to carry out the development of the projects.
- 3.0.3** Collect existing site data as required for adequate due diligence and in support of design services, such as survey and geotechnical analysis.
- 3.0.4** Prepare and submit all design documents, development plans, critical path schedules, cost estimates, budgets, schedules, construction documents and specifications, life cycle analysis, and related design and development documents to the Authority for review and approval.
- 3.0.5** Apply for and obtain all zoning and land use permits, building and construction permits, licenses, easements and other approvals necessary for the development projects.
- 3.0.6** Ensure significant participation by M/WBE and Section 3 firms/employees, the exact requirements to be negotiated as part of the Development Agreement. Develop and implement a Section 3 resident employment program that maximizes employment opportunities for residents.
- 3.0.7** Undertake all necessary site preparation, including environmental studies and remediation or removal of hazards on the sites; oversee all required demolition and provision of infrastructure on the sites.
- 3.0.8** Take the lead in the bidding and award of construction contracts; cause and oversee construction in accordance with all applicable agreements and legal requirements, including all applicable Low-Income Housing Tax Credit deadlines; supervise construction work to ensure quality of workmanship, timely completion of work, and consistency with budget and scope of work; and ensure that all required occupancy permits and any other approvals are obtained after construction completion to permit lease-up, safe and habitable occupancy.
- 3.0.9** Provide performance and completion guarantees; and, as necessary and required, provide operating, compliance, financing and other customary guarantees.

3.0.10 Attend meetings with the Authority, the City and community stakeholders.

3.0.11 Implement a marketing strategy to ensure the initial and continued lease-up of the units and manage the operation of the completed development to ensure compliance with the requirements of all funding sources and all state and local requirements, until the Authority assumes full property management responsibilities as outlined in Section 2.2.

3.0.12 Provide monthly reports to the Authority on the progress of the development efforts, sufficient to document compliance with the requirements of the RFP and Development Agreement, the exact requirements to be negotiated as part of the Development Agreement.

3.0.13 Other tasks as necessary, including responsibilities as spelled out in the executed Development Agreement.

4.0 SUBMISSION REQUIREMENTS

Respondents must address their plan to meet the specific requirements of the Scope of Services as set forth in this RFP by including, at a minimum, the following:

4.0.1 Letter of Interest. Respondent's submittals shall be accompanied by a Letter of Interest on the Respondent's letterhead. This letter should include the Respondent's statement of understanding for the scope of work outlined in this RFP, the commitment to perform the work expeditiously, a brief statement indicating why the Respondent believes itself to be best qualified for the development, and a statement that the response is firm and irrevocable for ninety (90) days.

4.0.2 Respondent's Qualifications. The Respondent shall submit the following information regarding its qualifications:

A. Organizational Structure and Staffing: Provide a detailed description of the organizational structure and staffing of the Respondent. List the members of the Respondent's team; indicate their areas of specialization and specific contribution to the team. Provide a brief description of previous collaboration among the members of the Respondent's team.

B. Profile of Principals and Key Staff: Provide profiles of the principals and key staff to be involved in the development effort. This information should specify their roles, their existing time commitments, their previous development experience, and whether the staff will be locally based. Identify the individual who will serve as the Project Manager and who will direct and coordinate the Project to completion.

4.0.3 Termination. Indicate whether the Respondent or any Respondent team member has been terminated for cause from any previous contract(s), and if so, describe the circumstances and outcome.

4.0.4 Litigation. Indicate whether the Respondent or any Respondent team member has ever sued or been sued by a public agency, and if so, describe the circumstances and outcome.

4.0.5 Previous Housing Development Experience. Provide information on affordable residential rental development projects in which the Respondent has participated. Focus on the most recently completed developments, particularly projects in the Commonwealth of Massachusetts, projects that received allocations of federal and/or state low-income housing tax credits, and projects on behalf of or in partnership with public housing authorities. Information should list the project name, location, project size, contact reference person, project completion date or current status, funding sources and amounts, ownership type, public programs utilized, income levels served (very low, low, moderate, market rate, or mixed), type of development (high, mid or low-rise, walk-ups, townhouses, etc.), total development cost and success in completing project on time and on budget.

4.0.6 Preliminary Financing Plan. The Respondent shall provide a Preliminary Financing Plan that includes narrative and proforma components. The narrative should demonstrate that the Respondent possesses an understanding of federal, state and local requirements and procedures that will enable necessary tax credit equity and other development funds to be raised. The narrative should describe Respondent’s experience in seeking allocations of Low-Income Housing Tax Credits and other funding sources for development projects and whether those efforts were successful, especially in the Commonwealth of Massachusetts. The narrative should describe in detail any additional local, state, federal or private funding sources that will be sought to create and/or deepen affordability levels, and the timeline for securing such sources. The proforma component of the Preliminary Financing Plan shall include, at minimum, a development sources and uses budget, a 20-year projected operating budget, a draw schedule, and a dwelling unit schedule that indicates number, size (by bedrooms and square footage), affordability levels and attached subsidy for all proposed units.

4.0.7 Capacity. Respondent should indicate that their team is able to commence work upon award as designated Developer. Please provide the availability of all key team members based on any commitments to other projects.

4.0.8 Financial Statements. Provide the most recent audited financial statements of the Respondent prepared by a Certified Public Accountant and the current year financials as examined by a CPA; they should include disclosure of all current and contingent liabilities.

4.0.9 References. The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: The client’s name, contract name, address (Street Address, City, State, Zip Code), telephone number, email address and a brief narrative description and scope of the service(s) and the dates the services were/are provided.

4.0.10 Development Plan. The Respondent shall provide a development plan that describes the following, at minimum:

- A. Project management and implementation:** Provide a narrative description of the Respondent’s methods and strategy for the development of this project. The narrative should acknowledge Respondent’s understanding of and approach to fulfilling the Scope of Services (Section 3.0) as well as the Major Development Tasks (Section 2.1). Illustrate this approach with descriptions of previously successful projects or make references to projects if already included in the Previous Experience section. Provide a preliminary development schedule for all elements of the plan, including financing benchmarks, zoning approvals and compliance, key construction milestones and projected completion and occupancy.
- B. Design considerations:** Please note that the ZED Analysis includes conceptual design schemes for Block 1 (Option A) and Block 2, which the Authority has approved. This section of the Development Plan should respond to those conceptual designs in the ZED Analysis. Development plans should indicate to what extent Respondent embraces the design, including the site plan layouts, building massing and floor plan layouts, and to what extent Respondent proposes modifications and enhancements or whether Respondent anticipates significant changes to the design.

Indicate conformance with applicable codes (see Section 2.1) and indicate an understanding of recommendations for sustainability and resiliency contained in the ZED Analysis and additional design considerations the Authority encourages (see Section II for summary). Provide a brief discussion of how some or all of these considerations may be met at one or both Blocks.

- C. Development program:** Please note under Section 2.1, “General Development Program Requirements and Preferences”, the Authority has approved certain programmatic departures from the ZED Analysis. Respondent should indicate how the Authority development program preferences can be met; or, why any proposed changes or enhancements to the preferred program are justified. Respondent should include a summary of how program and unit mix in its proposal was determined, including levels of affordability, how the unit mix conforms to the requirements of funding sources proposed, and why the proposed program and unit mix is feasible and beneficial for future tenants, the Authority, and Lowell’s Acre district. Respondent should also provide a narrative identifying potential tenant supportive services and how the development team will notify tenants of opportunities such as further education, employment training or any other supportive services available in the community.

4.0.11 Property Management. Indicate the development team’s capacity for property management and describe the management team member’s experience managing affordable family rental housing and/or mixed-income housing, including number and size of developments currently or previously managed.

4.0.12 Utilization of Disadvantaged (DBE), Minority (MBE) and Women (WBE) Business Enterprises. Describe your approach and process to promote DBE, MBE, WBE, and Section 3 business participation in the development effort, as evidenced by the make-up of the development

team, efforts that will be required to be undertaken by the selected general contractor and efforts that may be undertaken in management operations post-construction. Respondent must show convincing evidence of a good faith effort to obtain participation in the development effort.

Section 3 Policy – Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. LHA will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors. These requirements do not supersede Government requirements for competitive procurement and Davis Bacon wages. These requirements do not supersede the requirements of Massachusetts laws regarding bidding and construction. See **Attachment J**.

Proposers must complete and submit under Tab 11, with their bid package Form #'s 1 & 2 to be considered a responsive bid. **Failure to submit these forms will result in the rejection of your proposal.**

4.0.13 Insurance Requirements. Indicate your ability to provide typical insurance required for a development project of this type and scope.

4.0.14 Financial Participation. Please propose the following terms for financial participation in the development projects:

- A. A method for covering predevelopment expenses, including those incurred by the Authority.
- B. A structure for development fee participation, including the amount and timing of paid fee and deferred fee payments to the Authority or Authority affiliate. The Authority or Authority affiliate expects to receive a minimum of twenty-five percent (25%) of the total development fee and expects payments to be made at minimum *pari passu*.
- C. A structure for cash flow participation for all participating members of the Owner Entity. The Authority or Authority affiliate expects to receive all cash flow allocated to the General Partner following the Development Partner's Transfer of Interest in the General Partner to the Authority or Authority affiliate while development period cash flow will go to overruns or the payment of development fee; the proposal should state any contrary position or state that this expectation will be met.
- D. Amount and timing of any other fees, including asset management and property management fees, paid to the Authority, Authority affiliate, Development Partner or Development Partner affiliate.
- E. The Authority expects Respondent to state its proposed method for treating or compensating for land value being covered under a long-term ground lease with the Authority or Authority affiliate.
- F. The Authority expects that it will have a purchase option as well as a right of first refusal at the lowest price permitted by Section 42; the proposal should state any contrary position or state that this expectation will be met.

5.0 EVALUATION FACTORS

5.1 MINIMUM PREREQUISITES

The Development Partner must have demonstrated expertise in managing the development process for mixed-finance type projects. They must provide a demonstration of their financial stability to provide adequate assurances for completion of the proposed development. The Development Team must be experienced with the integration of municipal, state and federal regulations and various real estate development programs. The Development Partner shall indicate to the Authority whether it is currently engaged or may be engaged in any other mixed income/mixed finance projects or activities which would be in conflict or hinder its capabilities to perform specific tasks required in the development of this project.

Development Partner – Minimum Prerequisites

- A.** Experience in developing, constructing, operating and managing projects with public subsidies;
- B.** Successful experience in working with projects that utilize low-income housing tax credits;
- C.** Strong track record with Massachusetts EOHLC, MassHousing, syndicators and lenders;
- D.** Proven track record with low vacancy and unit turnover rates for qualified LIHTC developments;
- E.** Expertise in regulatory compliance issues;
- F.** Financial wherewithal to develop projects with a proven ability to maximize private sector participation in the financing and a demonstrated ability to bring projects in on time as to established closing and completion dates, and on budget without an excessive number of change orders;
- G.** Experience in complying with resident employment and training requirements with an ability to meet or surpass MBE/WBE goals, as well as with thresholds enumerated in the Authority's Section 3 policies;
- H.** Ability to provide recent examples of similar projects with public partnerships in the development of low-income housing.

*Experience in commercial/retail development is preferred but is not a minimum prerequisite of the Development Partner and its proposed development team.

5.2 MINIMUM ELIGIBILITY REQUIREMENTS

The Authority proposes to select a single developer/development team via this solicitation process. Upon submission, each proposal will be evaluated initially based upon the following minimum eligibility requirements. To be considered a responsive and responsible proposer, the proposer must meet the minimum criteria listed below. Proposers not meeting any one of the requirements listed herein, will be immediately rejected and no further evaluation will be conducted.

- 5.2.1** Received by proposal deadline.
- 5.2.2** Conformance with all submission requirements.
- 5.2.3** A development team that meets or exceeds all "Minimum Qualifications" and "Minimum Prerequisites" outlined in Section 5.1
- 5.2.4** A proposal that contains a development strategy for both Block 1 and Block 2 of the Merrimack Corridor site. Proposals for only one Block will not be considered to meet this requirement.

- 5.2.5** A proposal that includes the use of all 60 non-RAD Project-Based Vouchers (PBVs) allocated to this development if the full amount of the Authority’s Section 18 disposition proceeds (\$6,363,700) is proposed as a development source. Refer to the LHA’s “Potential Commitments” in Section 2.2.

Proposals that do not clearly and fully comply with these requirements will not be considered for selection. The Authority will then determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and all evaluation criteria set forth in the RFP.

5.3 COMPARATIVE EVALUATION CRITERIA

Projects meeting the minimum eligibility requirements will then be judged on comparative evaluation criteria. The Authority will determine the most advantageous proposal from a responsible and responsive proposer, taking into consideration price and the comparative evaluation criteria that follow:

5.3.1 Project Management and Implementation

This Criterion evaluates the Respondent’s proposed development plan relative to the project management and implementation requirements in Section 4.0.10. Proposals that are more compatible with the Scope of Services and show a more realistic and thorough development schedule, inclusive of Block 1 and Block 2 with phasing and other key considerations, will be considered more advantageous. Proposals that are less compatible with the Scope of Services and/or provide an unrealistic or incomplete development schedule will be considered less advantageous.

Highly Advantageous: Respondent’s development plan meets or exceeds the Scope of Services and Respondent’s approach is reinforced through reference to prior projects. The development schedule proposes project completion at the earliest feasible time period.

Advantageous: Respondent’s development plan meets the Scope of Services but provides less detail and/or references. The development schedule is realistic and thorough.

Not Advantageous: Respondent’s development plan does not meet all items in the Scope of Services or the development schedule is unrealistic or incomplete.

5.3.2 Development Program

This Criterion evaluates the Respondent’s development plan relative to the development program requirements outlined in Section 4.0.10, including the strategy to create and preserve housing units affordable to a range of income levels. Please note the above minimum eligibility requirement relating to the use of Project-Based Vouchers. Proposals with a development program that is more compatible with the Authority’s programmatic preferences and conforms to requirements of funding sources proposed Proposals will be considered more advantageous. Proposals with a development program that is less compatible with the Authority’s programmatic preferences or fails to illustrate conformance with requirements of funding sources proposed will be considered less advantageous.

Highly Advantageous: The unit mix conforms to all requirements of funding sources proposed and is highly compatible with the Authority’s programmatic preferences in Section 2.1 with any changes or enhancements noted with justification. The proposal demonstrates that the proposed development program is feasible and beneficial for future tenants, the Authority, and Lowell’s Acre district.

Advantageous: The unit mix conforms to all requirements of funding sources proposed but does not meet all of the Authority’s programmatic preferences in Section 2.1. Justification for proposed changes or enhancements to the programmatic preferences is not clearly provided.

Not Advantageous: Some of the units do not conform to the requirements of funding sources proposed; or the program does not meet the Authority’s preferences in Section 2.1. Justification for proposed changes or enhancements to the programmatic preferences is not clearly provided.

5.3.3 Design Concept

This Criterion evaluates the Respondent’s proposed development plan relative to the Design Considerations outlined in Section 4.0.10. Proposals that better adhere to the Design Considerations will be considered to be more advantageous, while proposals that do not adhere to the Design Considerations will be considered less advantageous.

Highly Advantageous: The Respondent’s development plan is highly compatible with the Design Considerations and meets more of the identified items than required.

Advantageous: The Respondent’s development plan is compatible with most, but not all Design Considerations. The development plan meets fewer of the identified items than required.

Not Advantageous: The Respondent’s development plan is not compatible with many of the Design Considerations.

5.3.4 Experience and Capacity

This Criterion is an evaluation of the Respondent’s experience and capacity to deliver the proposed project. The Respondent’s experience and capacity will be evaluated as listed in this RFP. Note that the Respondent’s proposed development team must meet or exceed all “Minimum Qualifications” and “Minimum Prerequisites” in Section IV of this RFP in order to be eligible for selection.

Highly Advantageous: A development team that has successfully completed a minimum of five (5) low-income housing tax credit projects, including three (3) or more in Massachusetts, and demonstrates sufficient qualifications and time commitment of principals and key staff for a project of this scope and use.

Advantageous: A development team that has successfully completed a minimum of three (3) low-income housing tax credit projects,

including two (2) or less in Massachusetts, and demonstrates sufficient qualifications and time commitment of principals and key staff for a project of this scope and use.

Not Advantageous: A development team that has successfully completed one or two low-income housing tax credit projects with none in Massachusetts and demonstrates sufficient qualifications and time commitment of principals and key staff for a project of this scope and use.

Unacceptable: A development team with no successfully completed low-income housing tax credit projects or a development team that does not demonstrate sufficient qualifications and time commitment of principals and key staff.

5.3.5 Preliminary Financing Plan Feasibility

This Criterion evaluates the strength and completeness of the Respondent's Preliminary Financing Plan. Development budgets that completely specify all anticipated costs and contingencies in-line with industry standards will be considered to be more advantageous. Financing Plans with incomplete or inaccurate development and operating proformas will be considered less advantageous. Narrative components that evidence Respondent's understanding of, and experience with, the federal, state and local requirements and procedures for securing funding sources will be considered to be more advantageous.

Highly Advantageous: A Preliminary Financing Plan that is complete and thorough. Development and operating budgets are complete, with costs and assumptions in-line with industry standards and rents reasonable in relation to the market. There is evidence of a high degree of success in securing proposed financing sources.

Advantageous: A Preliminary Financing Plan that is complete and thorough but deviates from projects comparable to the one proposed. Development and operating budgets may contain several deviations from proposed costs and/or assumptions with no justification for the apparent deviation. There is evidence of some success in securing proposed financing sources.

Not Advantageous: A Preliminary Financing Plan that is incomplete, lacks detail and/or appears inaccurate or infeasible for the proposed project. There is limited evidence or no evidence of success in securing proposed financing sources.

5.3.6 Financial Participation

This Criterion evaluates the Respondent's proposed terms for financial participation in the development project. Please refer to Section 4.0.14 for required business terms to address within the response. Proposals that address all business terms listed in this section (even if no revenue sharing or fees are proposed) and maximize Authority and Authority affiliate financial participation will be considered to be more advantageous, while proposals that provide for minimal Authority and

Authority affiliate financial participation and/or proposals that fail to address all business terms will be considered to be less advantageous.

Highly Advantageous: Respondent addresses all business terms in Section 4.0.14 and meets or exceeds minimum expectations for Authority financial participation where stated in that section. The proposal provides for greater Authority and Authority affiliate financial participation in the aggregate relative to competing proposals.

Advantageous: Respondent addresses all business terms in Section 4.0.14, meeting or exceeding minimum expectations where stated, but the proposal provides for lesser Authority and Authority affiliate financial participation in the aggregate relative to competing proposals.

Not Advantageous: Respondent does not address all business terms in Section 4.0.14 or does not meet minimum expectations for Authority and Authority affiliate financial participation.

5.3.7 References

This Criterion evaluates the strength of the Respondent's references.

Highly Advantageous: Respondent provided at least three (3) references, including at least 1 PHA reference, all of which reflect timely completion, excellent budget control, knowledge of and experience with projects of similar scope and use and inherent issues therein, and general professionalism of developer.

Advantageous: Respondent provided at least three (3) references, a majority of which reflect timely completion, excellent budget control, knowledge of and experience with projects of similar scope and use and inherent issues therein, and general professionalism of developer.

Not Advantageous: Respondent provided fewer than three (3) references or references were inadequate with respect to criteria above.

5.3.8 Utilization of D/M/WBE and Section 3 Business Concerns

This Criterion evaluates the Respondent's proposed approach and process to promote Disadvantaged (DBE), Minority (MBE), Women (WBE) and Section 3 business concerns, as evidenced by the make-up of the development team, efforts that will be required to be undertaken by the selected general contractor and efforts that may be undertaken in management operations post-construction. To be considered more advantageous, Respondent must show convincing evidence of a good faith effort to obtain participation in the development effort.

Highly Advantageous: Respondent's approach demonstrates a firm plan that meets or exceeds participation goals for a project of this scope and location, or, Respondent has shown convincing evidence of a good faith effort to obtain participation.

Advantageous: Respondent's approach meets participation goals for a project of this scope and location, or, Respondent has shown evidence of a good faith effort to obtain participation.

Not Advantageous: Respondent’s approach is not detailed enough for a project of this scope and location, or, Respondent has not shown evidence of a good faith effort to obtain participation.

5.3.9 Interview

This Criterion evaluates the strength of the Respondent’s oral presentation and ability to answer questions from the evaluation committee in a satisfactory manner during an interview to be conducted following the submission deadline.

Advantageous: Respondent provides a clear and concise summary of its proposal through oral presentation and provides satisfactory responses to all comments and questions considered by the evaluation committee to be of significant importance to project execution.

Not Advantageous: Respondent does not provide a clear and concise summary of its proposal through oral presentation; or, Respondent fails to provide satisfactory responses to comments or questions considered by the evaluation committee to be of significant importance to project execution.

5.4 EVALUATION METHOD

5.4.1 INITIAL EVALUATION FOR RESPONSIVENESS

Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements listed in Section 5.0).

5.4.2 EVALUATION PACKET

An evaluation packet will be prepared for each evaluator, including a Proposal Evaluation Form and all pertinent RFP documents.

5.4.3 EVALUATION COMMITTEE

The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 6.3 of this document, the designated CPO is the only person at the Agency that proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.

5.4.4 EVALUATION

Proposals will be evaluated using, as necessary, all or some of the following Massachusetts statutory ratings (M.G.L. c. 30B, §6(e)): “**Highly Advantageous**”, “**Advantageous**”, “**Not Advantageous**” and “**Unacceptable.**”

The technical proposal will first be evaluated by an evaluation committee appointed by the Chief Procurement Officer (CPO). The CPO may independently and confidentially review the cost proposals prior to the

committee’s review. Only upon conclusion of the technical proposals, the evaluation committee shall review cost proposals.

5.4.5 COMPETITIVE RANGE

Competitive Range means meeting at least the minimum technical/mandatory qualifications and has an overall ranked as “**Advantageous**”.

5.4.6 CLARIFICATION/INTERVIEW

The LHA may opt in its sole judgment to clarify proposals and the abilities of the vendors through an interview/ presentation/demo process. The order of invitations to interview/present/demo for choice of available time slots will be selected by the LHA at random; the method and result shall be documented to the RFP file.

5.4.6.1 SCOPE; PARTICIPATION BY LEAD PERSONNEL

If held, lead personnel such as principles, project managers and lead analysts who are listed in the proposal must participate in the interview/presentation/demo. The interviews/presentations/demos will be approximately 60 minutes.

Presentations are for clarification and focus and shall only contain concepts for the proposal that were reviewed by the Evaluation Committee with the submissions. Requests for written clarifications, questions and answers may be employed by the LHA after any presentation/interview.

5.4.6.2 PERSONNEL SUBSTITUTIONS DURING AGREEMENT TERMS

Personnel substitution during any contemplated contract, Work Order or agreement of any principal, project manager, or other key individuals may be grounds for contract termination. No subcontracting or personnel substitution or re-assignment to this project is permitted without advance notice and approval by the LHA. The LHA reserves the right to review qualifications, resumes, references and meet/interview any proposed replacement personnel and may determine whether contract performance may be met by the contractor. The LHA may impose a reasonable review period to determine if the replacement personnel meets or exceeds the performance requirements of the contemplated agreement.

5.4.7 NEGOTIATION WITH TOP-RANKED PROPOSER PROCESS

LHA reserves the right to make a contract award based solely upon the proposals, or to negotiate with one of more proposers’ plan delivery to the extent permitted by law.

Following the proposal submission, technical reviews and after interviews/presentations/demos, if any, the LHA will attempt to negotiate a plan agreement with the top ranked vendor, which may include meeting the balance of the proposed team. If no agreement can be reached with the top ranked vendor, that vendor shall be dismissed, and the LHA shall proceed to negotiations with the next ranked vendor.

This process may be repeated as necessary until a satisfactory agreement is negotiated or the process is otherwise terminated.

5.5 RULE FOR AWARD

An agreement is anticipated for award to the responsive and responsible developer whose proposal is most advantageous to the LHA, taking into consideration the requirements of this RFP, references and plan for providing the scope of services as well as the proposal price. The LHA Evaluation Committee will consider the comparable value/price for the level of services offered by proposals determined within the "Competitive Range". Since price is not the primary award criterion, the LHA is not restricted to award a contract to the responsive, responsible vendor with the highest development fee, but must substantiate its decision not to do so.

Each element and item of information requested must be answered completely, or any omissions completely explained and justified.

The evaluation committee shall be sole judge as to evaluation and ranking proposals. Based on the responses, evaluation and ranking, a recommendation will be submitted to the CPO for procedural and cost review, who may return the recommendation to the evaluation committee for procedural clarifications, if necessary, with a final recommendation forwarded by the CPO to the LHA Executive Director, RENU Board and LHA Board of Commissioners for approval and contract execution if the total agreement amount will exceed \$50,000.

6.0 PROPOSAL FORMAT

6.1 TABBED PROPOSAL SUBMITTAL

The LHA intends to retain the vendor pursuant to a "Most Advantageous" basis, not a "Low Proposal" basis ("Most Advantageous," in that the LHA will, as detailed within the following Section, consider factors other than just cost in making the award decision). Therefore, so that the LHA can evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the LHA has published herein or has issued by addendum.

Tab No.	Description
1	<p>Letter of Interest. This letter should include the Respondent’s statement of the understanding of the scope of work in this RFP. See Section 4.0.1</p> <p>Form of Proposal: This is a 1-page form that is attached to this RFP document, as Attachment H.</p> <p>Transmittal Form: This is a 1-page form that is attached to this RFP document, as Attachment I.</p>
2	<p>HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. This 2-page form is attached as Attachment D to this RFP.</p>

Tab No.	Description
	Profile of Firm Form. This Profile of Firm Form is a 2-page form that is attached to this RFP as Attachment F .
3	Respondent’s Qualifications. Respondent shall submit as stated in Section 4.0.2. A. Organizational Structure & Staffing B. Profile of Principals & Key Staff
4	Termination & Litigation. Under this tab, the Respondent shall indicate where the Respondent or any team member has been terminated or sued by a public agency as stated in Section 4.0.3 & 4.0.4.
5	Previous Housing Development Experience. Provide information on affordable residential rental development projects in which the Respondent has participated. See Section 4.0.5.
6	Preliminary Financing Plan. The Respondent shall provide a Preliminary Financing Plan that includes narrative and proforma components. See Section 4.0.6. Financial Statements. Provide most recent audited financial statements. See Section 4.0.8
7	Capacity. Respondent should indicate that their team is able to commence work upon award as designated Developer. See Section 4.0.7.
8	Client Information and References. Provide at least three references. The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: <ul style="list-style-type: none"> - The client’s name - The client’s contract name - The client’s address (Street Address, City, State, Zip Code) - The client’s telephone number - The client’s email address A brief narrative description and scope of the service(s) and the dates the services were/are provided. See Section 4.0.9.
9	Development Plan. Provide a development plan that describes: A. Project Management and Implementation B. Design Considerations C. Development Program See Section 4.0.10
10	Property Management. Indicate the development team’s capacity for property management. See Section 4.0.11.
11	Utilization of Disadvantaged (DBE), Minority (MBE) and Women (WBE) Business Enterprises. Describe your approach and process to promote DBE, MBE, WBE, and Section 3 business participation Attachment J . See Section 4.0.12.

Tab No.	Description
12	Insurance Requirements. Indicate your ability to provide typical insurance required for a development project of this type and scope. See Section 4.0.13.
13	<p>Financial Participation. Propose the following terms for financial participation in the development projects:</p> <ul style="list-style-type: none"> A. A method for covering predevelopment expenses, including those incurred by the Authority. B. A structure for development fee participation, including the amount and timing of paid fee and deferred fee payments to the Authority or Authority affiliate. C. A structure for cash flow participation for all participating members of the Owner Entity. D. Amount and timing of any other fees, including asset management and property management fees, paid to the Authority, Authority affiliate, Development Partner or Development Partner affiliate. E. The Authority expects Respondent to state its proposed method for treating or compensating for land value being covered under a long-term ground lease with the Authority or Authority affiliate. F. The Authority expects that it will have a purchase option as well as a right of first refusal at the lowest price permitted by Section 42; the proposal should state any contrary position or state that this expectation will be met. <p>See Section 4.0.14</p>
14	Other Information (OPTIONAL). Other information and/or sample forms the proposer believes is appropriate to assist the LHA in its evaluation.

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "THIS TAB LEFT INTENTIONALLY BLANK." Do not eliminate any of the tabs.

6.2 PROPOSAL SUBMISSION

Proposals shall submit in **one (1) sealed package** marked "Proposal RFP 2024-2 Development Partner, due (due date & time)," and shall contain one original hard copy of the tabbed proposal and one thumb drive that contains the exact information submitted in hard copy form.

Any corrections to proposals prior to the submission deadline must be also sealed and delivered in the same manner as required in this section.

NOTE: Packages mailed via U.S. Postal Service will be delivered to a post office box. Arrival at the LHA Executive Offices prior to the due date and time *cannot be presumed or guaranteed*. Proposers are solely responsible for timely delivery to the LHA office:

**Lowell Housing Authority
 Department of Finance and Procurement
 350 Moody Street**

Lowell Housing Authority

Lowell, MA 01854

“PROPOSAL – RFP 2024-2 Development Partner DUE: (June 14, 2024 @ 11:00 AM)”

6.2.1 CONTENT AND BINDING

All proposals are to be prepared in a practical, legible, clear, concise, coherent and straightforward manner without distracting marketing material and elaborate forms or exhibits.

No redundancies. If a document supports multiple parts of the proposal, please reference its first and original location in those multiple sections.

Please do not permanently bind or staple the original documents for the Technical Proposal or Cost Proposal so that the LHA may scan or copy submissions.

Please do not submit the entire published RFP document. Only submit the completed forms and documents required by the RFP.

6.2.2 SUBMISSION CONDITIONS

DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Proposers are not allowed to change any requirements or forms contained herein, either by marking or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

6.2.3 SUBMISSION TERMS

6.2.3.1 NO CHARGES: The LHA shall not accept charges for the requested information.

6.2.3.2 CONTENT OF CONTRACT: The contract shall be based on this Request for Proposals, addenda and the contractor’s proposal and work order content.

6.2.3.3 SIGNED SUBMISSIONS: The proposal shall be signed by an official authorized to bind the company and shall contain a statement that the proposal is firm during the acceptance period, which expires **60 calendar days** from the proposal due date.

6.2.3.4 WITHDRAWN PROPOSALS: Proposals may be withdrawn by the proposer via written request received by LHA no later than

the time set for opening of the proposals. Any proposal that is withdrawn may nevertheless be opened and reviewed. Proposals opened on the proposed due date shall not be withdrawn without the consent of LHA for 60-days after the proposal due date.

6.2.3.5 LHA’S RIGHTS: ACCEPTANCE, REJECTION, EXCEPTIONS, AMENDMENT, WAIVING INFORMALITIES, CONTRACT INCORPORATION, EXCLUSIONS, ETC.: LHA reserves the right to accept or reject any and all proposals, to negotiate all plan-related terms and conditions with any qualified source, or to cancel or amend this RFP in part or its entirety. LHA also reserves its right to waive non-statutory or non-regulatory components and other informal (items required only by the LHA and/or unfairly limited competition) and minor informalities, if in the best interest of the LHA to do so. Proposals or parts thereof will be incorporated into the final contract. Proposers may be excluded from further consideration for failure to fully comply with the specifications of the RFP.

6.2.3.6 DEBARMENT AND LIMITED DENIAL OF PARTICIPATION (LDP): LHA will reject any proposal where its proposer is debarred or under a relevant (federal) Limited Denial of Participation (LDP)¹ by U.S. Government agencies including the Department of Housing and Urban Development (HUD) and/or the Commonwealth of Massachusetts or its political subdivisions from providing goods or services, and reserves the right to reject the proposal of any proposer who has previously failed to perform any contract properly for any purchaser, or to complete on time, contracts of a similar nature, who are not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded as obligations to clients, purchasers, subcontractors or employees.

6.2.3.7 KEY PERSONNEL

The key personnel specified by the successful Respondent will be considered essential to the work to be performed by the successful Respondent. Prior to diverting any of the key personnel for any reason(s), the respondent shall notify the Authority in writing, at least thirty (30) calendar days in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel before or after contract award without written permission from the Authority.

Funding applications may require developers with experience developing and applying for funding in the Commonwealth of Massachusetts. If the Respondent anticipates partnering with another developer in order to meet the necessary

¹ Limited Denial of Participation:

https://www5.hud.gov/Ecpcis/main/ECPCIS_List/main/ECPCIS_List.jsp

qualifications, that partner or partners should be identified in the response.

6.2.3.8 AUTHORITY'S OPTIONS

The Authority will reject the qualifications of any Respondent who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any Respondent who has previously failed to perform any contract properly for the Authority.

The determination of the criteria and process whereby submissions are evaluated and the decision as to whom shall receive a contract award shall be at the sole and absolute discretion of the Authority.

By submitting a response to this RFP, Respondent acknowledges and agrees to the following conditions:

- All submissions in response to this RFP become the property of the Authority. As such, all submissions are public records, subject to public review.
- No Respondent shall initiate contact with any member of the Board of Commissioners of the LHA or the Board of Commissioners of RENU regarding this RFP until after completion of the selection process and execution of a contract. If any Respondent has any reason not related to this RFP, to contact any of the above parties, they will be required to disclose to that party that they are a respondent in this solicitation. Failure to adhere to these requirements may result in disqualification from the solicitation.
- Respondent shall not have employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the execution of a contract with the Authority. Respondent certifies that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of or the making of a contract from this solicitation.

Failure of the successful proposer to accept these and other terms will void the award. Acceptance of the proposal is subject to the approval of the LHA Board of Commissioners.

6.2.4 SUBMISSION RESPONSIBILITIES

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the attachments, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the complete documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth

within those documents. Written notice from the proposers not authorized in writing by the CPO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

6.3 CONTACT WITH THE AGENCY

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Chief Procurement Officer, Rita V. Brousseau (email: rbrousseau@lhma.org) **only**. Proposers must not make inquiry or communication with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who has not abided by this directive.

6.3.1 ADDENDUMS

All questions and requests for information must be addressed in writing to the CPO. The CPO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP documents) and will be available to download from www.lhma.org/bids.

6.4 EQUAL EMPLOYMENT OPPORTUNITY

LHA adopted its Equal Employment Opportunity Contracting Policy (hereinafter referred to as the Policy) to ensure non-discrimination and equal employment goals for minorities and females in accordance with Presidential Executive Order 11246 as amended.

Pursuant to the Policy, each proposer shall submit with its bid and Employment Utilization Report demonstrating compliance with the requirements set forth under the Policy. Compliance with the provisions of the Policy is required for acceptable performance of the contract. Failure to submit or sign the Employment Utilization Report may rule the bid non-responsive. Submission of incomplete, inaccurate, or inconsistent information on the Report may result in a formal investigation and/or a rejection of part or the entire bid. Proposer is required to document "good faith" efforts taken towards compliance with the Policy.

6.5 SECTION 3 POLICY – Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. LHA will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors. These requirements do not supersede Government requirements for competitive procurement and Davis Bacon wages. These requirements do not supersede the requirements of Massachusetts laws regarding bidding and construction. See **ATTACHMENT J**.

Proposers must complete and submit under Tab 9, with their bid package Form #'s 1 & 2 to be considered a responsive bid. **Failure to submit these forms will result in the rejection of your proposal.**

.6 RECAP OF ATTACHMENTS

The following is a summary of the attached documents relevant to this RFP.

ATTACHMENT A: ZED Zoning & Yield Analysis

ATTACHMENT B: Preliminary Proforma

ATTACHMENT C: Site Map & Parcel Schedule

ATTACHMENT D: HUD-5369-A, Representations, Certifications, and Other Statements (Submit under Tab 2)

ATTACHMENT E: HUD-5369-B, Instructions to Offerors Non-Construction

ATTACHMENT F: Profile of Firm / Company Profile (Submit under Tab 2)

ATTACHMENT G: HUD-5370-C, General Condition for Non-Construction Contracts, Section 1

ATTACHMENT H: Form of Proposal (Submit under Tab 1)

ATTACHMENT I: Transmittal Form (Submit under Tab 1)

ATTACHMENT J: Section 3 Preference (Submit under Tab 11)

7.0 AGREEMENT

This RFP and all of its terms are incorporated by reference in the final agreement.

7.0.1 HUD FORMS

Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this RFP. These forms are required terms and conditions.

7.2.2 UNAUTHORIZED SUB-CONTRACTING PROHIBITED

The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Contract Officer (CO). Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

7.1 LICENSING AND INSURANCE REQUIREMENTS

Upon notice of award, the Lowell Housing Authority shall be named as additional insured on each certificate of insurance (COI) within five (5) business days and prior to issuing any contract. The insurance coverage shall have at a minimum:

7.1.1 WORKERS COMPENSATION INSURANCE to apply to all employees for statutory limits in compliance with applicable state and federal laws.

7.1.2 EMPLOYER'S LIABILITY INSURANCE with a minimum limit of \$100,000.00 each incident.

7.1.3 COMMERCIAL GENERAL LIABILITY INSURANCE shall have a minimum limit of \$1,000,000.00 per occurrence combined single limit for personal injury, bodily injury, and property damage liability of \$2,000,000.00 aggregate.

7.1.4 BUSINESS AUTO POLICY OR SIMILAR shall have a minimum limit of \$1,000,000.00 per occurrence combined single limit for bodily injury

and property damage liability. This shall include owned, hired and non-owned vehicles.

7.1.5 PROFESSIONAL LIABILITY AND/OR “ERRORS AND OMISSIONS” INSURANCE shall have a minimum limit of \$2,000,000.00 per claim.

7.1.6 CITY/COUNTY/STATE BUSINESS LICENSE. If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Lowell, Middlesex County, and/or the State of Massachusetts.

ATTACHMENT A
ZED Zoning & Yield Analysis

ATTACHMENT B
Preliminary Proforma

LOWELL HOUSING AUTHORITY
Merrimack Corridor Development
Project Summary

3/29/24

Permanent Sources:	Amount	Per Unit	% Dev Cost
Permanent Mortgage	\$16,057,200	\$136,078	18%
Section 18 Disposition Proceeds	\$6,363,700	\$53,930	7%
4% LIHTC Equity	\$37,384,842	\$316,821	42%
Mass. Tax Credit Equity	\$5,624,438	\$47,665	6%
Deferred Developer Fee	\$2,624,297	\$22,240	3%
Tentative* Soft Debt Sources			
Soft Debt 1: MassHousing Workforce	\$3,000,000	\$25,424	3%
Soft Debt 2: AHTF	\$1,000,000	\$8,475	1%
Soft Debt 3: HOME Funds	\$2,000,000	\$16,949	2%
Soft Debt 4: MHP Transit-Oriented Dev	\$1,000,000	\$8,475	1%
Soft Debt 5: Seller's Note on Acquisition	\$1,118,900	\$9,482	1%
<i>*funds not yet committed</i>			
Total Permanent Sources:	\$76,173,377	\$645,537	86%
Estimated Gap Funding Req'd:	\$12,000,000	\$101,695	14%

Permanent Uses:	Amount	Per Unit	% Dev Cost
Total Acquisition	\$1,118,900	\$9,482	1%
Total Construction Contract	\$71,506,935	\$605,991	81%
Total Fees	\$2,449,528	\$20,759	3%
Total Miscellaneous	\$1,264,079	\$10,713	1%
Total Financing	\$5,528,911	\$46,855	6%
Total Reserves	\$809,768	\$6,862	1%
Total Developer Fee	\$5,470,097	\$46,357	6%
Total Permanent Uses	\$88,148,217	\$747,019	100%

Unit Mix

Total Development	No. of Units	PBV-30% AMI	PBV-50% AMI	Faircloth-to-RAD	LIHTC - 60%	LIHTC - 80%
0-Bedroom	6	0	0	0	0	6
1-Bedroom	56	6	23	0	0	27
2-Bedroom	56	6	25	24	0	1
3-Bedroom	0	0	0	0	0	0
4-Bedroom	0	0	0	0	0	0
5-Bedroom	0	0	0	0	0	0
Total Residential Units	118	12	48	24	0	34
Block 1						
0-Bedroom	0					
1-Bedroom	40					
2-Bedroom	41					
Total Residential Units	81					
Commercial/Retail	0	sq. ft.				
Block 2						
0-Bedroom	6					
1-Bedroom	16					
2-Bedroom	15					
Total Residential Units	37					
Commercial/Retail	1,200	sq. ft.				
Office Space	0	sq. ft.				

LOWELL HOUSING AUTHORITY
Merrimack Corridor Development
Rent Roll
3/29/24

Rental Income

PBV-30% AMI 30% AMI						
# of BRs	No. of Units	SF	% of Units In Tier	Monthly Tenant Rent	MONTHLY TOTAL	ANNUAL TOTAL Rent
0		683	0%	\$1,361	\$0	\$0
1	6	702	50%	\$1,500	\$9,002	\$108,021
2	6	938	50%	\$1,977	\$11,861	\$13,837
3			0%		\$0	\$0
4			0%		\$0	\$0
5			0%		\$0	\$0
TOTAL	12		100%		\$20,862	\$121,858
Minimum Req'd 12 DHCD 4% LIHTC Mandated						
PBV-50% AMI 50%						
0		683	0%	\$1,361	\$0	\$0
1	23	702	48%	\$1,500	\$34,507	\$414,079
2	25	938	52%	\$1,977	\$49,419	\$593,031
3			0%		\$0	\$0
4			0%		\$0	\$0
5			0%		\$0	\$0
TOTAL	48		100%		\$83,926	\$1,007,110
Faircloth-to-RAD 50%						
0		683	0%	\$1,361	\$0	\$0
1	0	702	0%	\$1,500	\$0	\$0
2	24	938	50%	\$1,977	\$47,442	\$569,310
3			0%		\$0	\$0
4			0%		\$0	\$0
5			0%		\$0	\$0
TOTAL	24		50%		\$47,442	\$569,310
LIHTC - 60% 60%						
0		683	#DIV/0!	\$1,271	\$0	\$0
1		702	#DIV/0!	\$1,347	\$0	\$0
2		938	#DIV/0!	\$1,599	\$0	\$0
3			#DIV/0!		\$0	\$0
4			#DIV/0!		\$0	\$0
5			#DIV/0!		\$0	\$0
TOTAL	0		#DIV/0!		\$0	\$0
LIHTC - 80% 80%						
0	6	683	18%	\$1,549	\$9,294	\$111,524
1	27	702	79%	\$1,644	\$44,383	\$532,591
2	1	938	3%	\$1,954	\$1,954	\$23,453
3			0%		\$0	\$0
4			0%		\$0	\$0
5			0%		\$0	\$0
TOTAL	34		100%		\$55,631	\$667,568
Workforce -120% 120%						
0	0	683	#DIV/0!	\$2,105	\$0	\$0
1	0	702	#DIV/0!	\$2,237	\$0	\$0
2		938	#DIV/0!	\$2,666	\$0	\$0
3			#DIV/0!		\$0	\$0
4			#DIV/0!		\$0	\$0
5			#DIV/0!		\$0	\$0
TOTAL	0		#DIV/0!		\$0	\$0
All Units						
0	6		5%		\$9,294	\$111,524
1	56		47%		\$87,891	\$1,054,691
2	56		47%		\$110,677	\$1,199,631
3	0		0%		\$0	\$0
4	0		0%		\$0	\$0
5	0		0%		\$0	\$0
TOTAL/AVERAGE	118		100%		\$207,861	\$2,494,336

LOWELL HOUSING AUTHORITY
Merrimack Corridor Development
Development Uses
3/29/2024

	% AMI	Total Cost	Cost per Unit	Cost per S.F.	Basis Ineligible	Basis Eligible
PBV-30% AMI	30%	12				
PBV-50% AMI	50%	48				
Faircloth-to-RAD	50%	24				
LIHTC - 60%	60%	0				
LIHTC - 80%	80%	34				
Workforce -120%	120%	0				
Total		118				
No. of Buildings		2				
Acquisition						
Site Acquisition Cost		1,118,900	9,482	0.0	1,118,900	0
Existing Building Acquisition Cost		-	0	-	0	0
Total Acquisition Costs		\$1,118,900	\$9,482	0.0	\$1,118,900	\$0
Construction						
Units / %						
Block 1						
Demolition		0	0	-	0	0
Remediation		0	0	-	0	0
Commercial Construction		0	0	-	0	0
Childcare Facility Construction		0	0	-	0	0
Parking	19	835,788	43,989	6.20	0	835,788
Residential Construction	81	44,064,483	544,006	479.72	0	44,064,483
Block 2						
Demolition		0	0	-	0	0
Remediation		0	0	-	0	0
Commercial Construction (Sq. Ft.)	1200.00	594,480		495.40	594,480	0
Office Construction		0		-	0	0
Parking	20	190,992	9,550	1.42	0	190,992
Residential Construction	37	24,077,121	650,733	560.45	0	24,077,121
Owner Contingency	2.5%	1,744,072	14,780	12.94	0	1,744,072
General Requirements (Included Above)	0.0%	0	0	-	0	0
Contractor Overhead (Included Above)	0.0%	0	0	-	0	0
Contractor Profit (Included Above)	0.0%	0	0	-	0	0
Total Hard Costs		\$71,506,935	\$1,263,057	530.41	\$594,480	\$70,912,455
Contingency (Included Above)	0%	0	\$0.00	-	\$-	\$0
Total Construction Contract		\$71,506,935	\$605,991	530.41	\$594,480	\$70,912,455
Fees						
Units / %						
Architect Fee - Design		808,884	6,855	6.00	0	808,884
Architect Fee - Supervision		148,295	1,257	1.10	0	148,295
Landscape Architecture		34,337	291	0.75	0	34,337
Engineering-Civil		103,010	873	2.25	0	103,010
Engineering-Geotech		57,228	485	1.25	0	57,228
Engineering-MEP+F		202,221	1,714	1.50	0	202,221
Engineering-Structural		269,628	2,285	2.00	0	269,628
Energy Consultant		53,926	457	0.40	0	53,926
Cost Certification		45,000	381	0.33	45,000	0
Environmental		115,000	975	0.85	0	115,000
Survey		40,000	339	0.30	0	40,000
Insurance		300,000	2,542	2.23	0	300,000
Legal-EOHLC		50,000	424	0.37	0	50,000
Legal-LIHTC		60,000	508	0.45	60,000	0
Legal-Non-LIHTC		100,000	847	0.74	0	100,000
Accounting-LIHTC		50,000	424	0.37	50,000	0
Accounting-Non-LIHTC		12,000	102	0.09	0	12,000
Total Fees		2,449,528	20,759		155,000	2,294,528
Misc. Project Charges						
Units / %						
Relocation		0	0	-	0	0
Title & Recording		120,000	1,017	0.89	0	120,000
Appraisal, Market Study		50,000	424	0.37	0	50,000
Green Building Cert.		32,450	275	0.24	0	32,450
Furniture, Fixtures, Equipment		59,000	500	0.44	-	59,000
Marketing/Rent-Up		25,000	212	0.19	25,000	0
RE Transfer Tax		40,000	339	0.30	40,000	0

Building Permits		240,000	2,034	1.78	0	240,000
Impact Fees				-		
Other: Clerk of Works / Owners Rep	1.0%	697,629	5,912	5.17	0	697,629
Total Miscellaneous		1,264,079	10,713		65,000	1,199,079
Financing and Carrying Charges						
	Units / %					
Construction Loan Fees		555,500	4,708	4.12	111,100	444,400
Construction Loan Interest		3,140,460	26,614	23.29	1,256,184	1,884,276
Bond Issuance Costs		600,000	5,085	4.45	600,000	0
1st Mortgage Origination Fee	1.00%	160,572	1,361	1.19	160,572	0
Other Mortgage Origination Fees			0	-	0	0
Tax Credit Allocation Fee	1.00%	253,259	2,146	1.88	253,259	0
1st Year Property Tax Escrow		177,000	1,500	1.31	177,000	0
1st Year Insurance Escrow		177,000	1,500	1.31	177,000	0
Other: Syndicator Fees		25,000	212	0.19	25,000	0
Other: Soft Cost Contingency	5.0%	440,120	3,730	3.26	0	440,120
Total Financing		5,528,911	46,856		2,760,115	2,768,796
Total Soft Costs		\$9,242,517	\$46,319		\$375,000	\$6,262,402
Reserves						
	Units / %					
		0	0	-	0	0
Replacement Reserve		42,480	360.00	0.32	42,480	0
Operating Reserve		767,288	6,502	5.69	767,288	0
					0	0
Total Reserves		\$809,768	\$6,862	6.0	\$809,768	\$0
Developer Fee						
	Max % of Eligible Allowed					
Developer Fee - Total		5,470,097	46,357	0.1	0	5,470,097
Total Developer Fee		\$5,470,097	\$46,357	0.1	\$0	\$5,470,097
Total Development Costs		\$88,148,217	\$1,372,078	536.5	\$2,898,148	\$82,644,954

Operating Reserve			Professional Fees		
Ordinary Operating Expenses	\$1,062,000		Dev. Consultant		
Replacement Reserve	\$42,480		Hist. Consultant		
Debt Service	\$1,197,385		TC Consultant		
	Reserve Amount	# of Months	Tax Opinion		
Operating Reserve	\$767,288	4	Total	\$	-

Developer Fee			DHCD Developer Fee Reduction		
Eligible Costs		81,480,093	Eligible Costs	81,480,093	Per Unit
Acquisition Costs	5%	55,945	DHCD TDC Limit	42,362,000	359,000
\$0-3 million	15%	450,000	Amount in Excess of Limit	39,118,093	
\$3-5 million	12.5%	250,000	Percentage Reduction	7.5%	
\$5 million+	10%	7,648,009	DHCD Dev Fee Reduction	(2,933,857)	
Calculated Developer Fee		8,403,954	<i>*Reduction, if any, to be confirmed with DHCD</i>		
DHCD Dev Fee Reduction		(2,933,857)			
Max Allowable Developer Fee:		5,470,097			

Paid Developer Fee		
Eligible Costs		81,480,093
Acquisition Costs	5%	-
\$0-3 million	15%	450,000
\$3-5 million	13%	250,000
\$5-15 million	10%	1,000,000
\$15-25 million	7.5%	750,000
\$25 million +	5%	2,824,005
Max Allowable Paid Fee		5,274,005

LOWELL HOUSING AUTHORITY
Merrimack Corridor Development
Development Sources
3/29/2024

		Permanent	% of Total
No. of Units:			
PBV-30% AMI	12		
PBV-50% AMI	48		
Faircloth-to-RAD	24		
LIHTC - 60%	0		
LIHTC - 80%	34		
Workforce -120%	0		
Total	118		
Sources			
Permanent Mortgage		\$16,057,200	21%
Section 18 Disposition Proceeds		\$6,363,700	8%
4% LIHTC Equity		\$37,384,842	49%
Mass. Tax Credit Equity		\$5,624,438	7%
Deferred Developer Fee		\$2,624,297	3%
Tentative Soft Debt Sources			
Soft Debt 1: MassHousing Workforce		\$3,000,000	4%
Soft Debt 2: AHTF		\$1,000,000	1%
Soft Debt 3: HOME Funds		\$2,000,000	3%
Soft Debt 4: MHP Transit-Oriented Dev		\$1,000,000	1%
Soft Debt 5: Seller's Note on Acquisition		\$1,118,900	1%
Total Sources		\$76,173,377	100%
Total Uses		\$88,148,217	

Deferred Development Fee Calculation			
Max Allowable Development Fee (Total)	5,470,097		
Max Allowable Paid Fee	5,274,005		
Target Percentage	2,700,000	50%	of total fee
Available CF, Year 1-13	2,624,297	48%	of total fee
Minimum of Above (Deferred Fee)	2,624,297		
Remaining Fee (Paid Portion)	2,845,801		

LOWELL HOUSING AUTHORITY
Merrimack Corridor Development
Debt Sources
3/29/2024

PERMANENT LOAN	
Net Operating Income	\$1,317,123
Minimum Year 1 DSC	1.10
Amortization	35
Interest Rate	6.75%
Available for Debt Service - Residential	\$1,197,385
Max Debt Capacity	\$16,057,200
Pro Forma Debt	\$16,057,200
Pro Forma Debt Service	\$1,197,385

CONSTRUCTION LOAN	
Interest Rate	7.50%
Term (Months)	24
Construction Period (Months)	18
Pro Forma Loan Amount	\$55,000,000.00
Projected Total Interest	
Lender Fees	
Origination	1.00%
Application	0.01%
Total	\$555,500

Soft Debt 1: MassHousing Workforce	
Net Operating Income	\$1,317,123
Minimum Year 1 DSC	1.10
Amortization	
Interest Rate	
Available for Debt Service - Residential	\$1,197,385
Max Debt Capacity	3,000,000
Pro Forma Debt	\$3,000,000
Pro Forma Debt Service	

Soft Debt 2: AHTF	
Net Operating Income	\$1,317,123
Minimum Year 1 DSC	1.10
Amortization	30
Interest Rate	1.50%
Available for Debt Service - Residential	\$1,197,385
Max Debt Capacity	1,000,000
Pro Forma Debt	\$1,000,000
Pro Forma Debt Service	\$41,414

Soft Debt 3: HOME Funds	
Net Operating Income	\$1,317,123
Minimum Year 1 DSC	1.10
Term	30
Interest Rate	4.45% AFR
Available for Debt Service - Residential	\$1,197,385
Mass. EOHL Commitment	1,000,000
City Matching Commitment	1,000,000
Pro Forma Debt	2,000,000
Pro Forma Debt Service	\$120,893

Soft Debt 4: MHP Transit-Oriented Dev	
Net Operating Income	\$1,317,123
Minimum Year 1 DSC	1.10
Amortization	30
Interest Rate	1.50%
Available for Debt Service - Residential	\$1,197,385
Max Debt Capacity	1,000,000
Pro Forma Debt	\$1,000,000
Pro Forma Debt Service	\$41,414

Soft Debt 5: MassHousing Momentum Fund	
Net Operating Income	\$1,317,123
Minimum Year 1 DSC	1.10
Term	30
Interest Rate	4.45% AFR
Available for Debt Service - Residential	\$1,197,385
Max Debt Capacity	TBD
Pro Forma Debt	TBD
Pro Forma Debt Service	

Seller's Note Calc.	
Seller's Note	\$1,118,900
Period	
Amortization	
Interest Rate	
Annual Debt Service	

LOWELL HOUSING AUTHORITY
Merrimack Corridor Development
Tax Credit Equity
3/29/2024

	Total (4% LIHTC)	Total (Mass. TC)
Total Units	118	
Qualified Units	118	
Total NSF		
Qualified NSF	0	
Eligible Rehab Basis	\$82,644,954	
HTC Basis Deduction	\$0	
Total Eligible Basis	\$82,644,954	
QCT/DDA Bonus	130%	
Acquisition Credit	\$0	
Total Adjusted Basis	\$107,438,440.48	
Applicable Fraction	100.00%	
Qualified Basis	\$107,438,440	
Tax Credit Percentage	4.00%	
Maximum Annual Credit	\$4,297,538	\$1,500,000
Allocation Adjustment	\$0	0
Actual Allocation	\$4,297,538	\$1,500,000
Eligibility Period (Years)	10	5
Total	\$42,975,380	\$7,500,000
Price per Credit	\$0.87	\$0.75
Equity Value	\$37,388,581	\$5,625,000
Limited Partner Interest	99.99%	99.99%
Tax Credit Equity	\$37,384,842	\$5,624,438

Tax Credit Fees:		
TC Determination Fee	\$214,877	\$37,500
Project Assessment & Application Fee	\$1,000	\$1,000
Total	\$215,877	\$38,500

Applicable Fraction	Units	
Affordable	118	
Market/Wkfc	-	
Total	118	
%	100.0%	

LOWELL HOUSING AUTHORITY
Merrimack Corridor Development
Draw Schedule
3/29/2024

Construction Period (Months) 18

	Budget	Closing Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
SOURCES																		
Construction Loan	-	-	-	-	-	-	3,968,444	4,068,889	4,094,009	4,119,129	4,144,259	4,169,379	4,194,499	4,219,629	4,248,946	4,274,096	4,299,246	4,324,396
Permanent Mortgage	16,057,200	-																
Section 18 Disposition Proceeds	6,363,700	-			2,269,605	4,018,779	75,316											
4% LIHTC Equity	37,384,842	5,815,123	1,661,846															
Mass. Tax Credit Equity	5,624,438	-	1,124,888															
Deferred Developer Fee	2,624,297	-																
Soft Debt 1: MassHousing Workforce	3,000,000	-	1,232,046	1,767,954														
Soft Debt 2: AHTF	1,000,000	-		1,000,000														
Soft Debt 3: HOME Funds	2,000,000	-		1,250,825	749,175													
Soft Debt 4: MHP Transit-Oriented Dev	1,000,000	-			1,000,000													
Soft Debt 5: Seller's Note on Acquisition	1,118,900	1,118,900																
Total	76,173,377	6,934,023	4,018,779	4,018,779	4,018,779	4,018,779	4,043,759	4,068,889	4,094,009	4,119,129	4,144,259	4,169,379	4,194,499	4,219,629	4,248,946	4,274,096	4,299,246	4,324,396
TDC from Below (Gap) / Surplus	88,148,217	6,934,023	4,018,779	4,018,779	4,018,779	4,018,779	4,043,759	4,068,889	4,094,009	4,119,129	4,144,259	4,169,379	4,194,499	4,219,629	4,248,946	4,274,096	4,299,246	4,324,396
	(11,974,841)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
USES																		
ACQUISITION																		
Total Acquisition Costs	1,118,900	1,118,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION																		
Total Construction Contract	71,506,935	-	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607	3,972,607
FEES																		
Architect Fee - Design	808,884	808,884																
Architect Fee - Supervision	148,295	14,830																
Landscape Architecture	34,337	34,337	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415	7,415
Engineering-Civil	103,010	103,010																
Engineering-Geotech	57,228	57,228																
Engineering-MEP+F	202,221	202,221																
Engineering-Structural	269,628	269,628																
Energy Consultant	53,926	53,926																
Cost Certification	45,000	45,000																
Environmental	115,000	115,000																
Survey	40,000	40,000																
Insurance	300,000	300,000																
Legal-EOHLC	50,000	50,000																
Legal-LIHTC	60,000	60,000																
Legal-Non-LIHTC	100,000	100,000																
Accounting-LIHTC	50,000	50,000																
Accounting-Non-LIHTC	12,000	12,000																
MISC. PROJECT CHARGES																		
Relocation	-	-																
Title & Recording	120,000	120,000																
Appraisal, Market Study	50,000	50,000																
Green Building Cert.	32,450	32,450																
Furniture, Fixtures, Equipment	59,000	59,000																
Marketing/Rent-Up	25,000	-																
RE Transfer Tax	40,000	40,000													4,167	4,167	4,167	4,167
Building Permits	240,000	240,000																
Impact Fees	-	-																
Other: Clerk of Works / Owners Rep	697,629	-	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757	38,757
FINANCING AND CARRYING CHARGES																		
Construction Loan Fees	555,500	555,500																
Construction Loan Interest	3,140,460	-	-	-	-	-	24,980	50,110	75,230	100,350	125,480	150,600	175,720	200,850	226,000	251,150	276,300	301,450
Bond Issuance Costs	600,000	600,000																
1st Mortgage Origination Fee	160,572	160,572																
Other Mortgage Origination Fees	-	-																
Tax Credit Allocation Fee	253,259	253,259																
1st Year Property Tax Escrow	177,000	177,000																
1st Year Insurance Escrow	177,000	177,000																
Other: Syndicator Fees	25,000	25,000																
Other: Soft Cost Contingency	440,120	440,120																
RESERVES																		
Replacement Reserve	42,480	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Reserve	767,288	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEVELOPER FEE																		
Developer Fee - Total	5,470,097	569,160																
TOTAL DEVELOPMENT COSTS	88,148,217	6,934,023	4,018,779	4,018,779	4,018,779	4,018,779	4,043,759	4,068,889	4,094,009	4,119,129	4,144,259	4,169,379	4,194,499	4,219,629	4,248,946	4,274,096	4,299,246	4,324,396

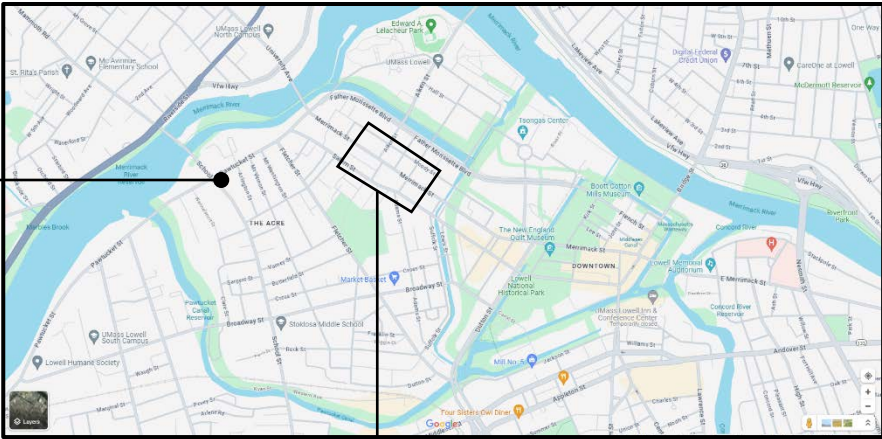
LOWELL HOUSING AUTHORITY
Merrimack Corridor Development
15-Year Operating Pro Forma
3/29/2024

	Monthly	Total Monthly	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
Gross Residential Rent			\$207,861	\$2,494,336	\$2,544,223	\$2,595,107	\$2,647,009	\$2,699,949	\$2,753,948	\$2,809,027	\$2,865,208	\$2,922,512	\$2,980,962	\$3,040,582	\$3,101,393	\$3,163,421	\$3,226,690	\$3,291,223
Other Rental Income			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commercial Space	1200 sf	\$ 2.50	\$3,000	\$36,000	\$36,720	\$37,454	\$38,203	\$38,968	\$39,747	\$40,542	\$41,353	\$42,180	\$43,023	\$43,884	\$44,761	\$45,657	\$46,570	\$47,501
Gross Rental Income			\$210,861	\$2,530,336	\$2,580,943	\$2,632,562	\$2,685,213	\$2,738,917	\$2,793,695	\$2,849,569	\$2,906,561	\$2,964,692	\$3,023,986	\$3,084,465	\$3,146,155	\$3,209,078	\$3,273,259	\$3,338,725
Non Rental Income (Parking)	39 spaces	40.00	\$1,560	\$18,720	\$19,094	\$19,476	\$19,866	\$20,263	\$20,668	\$21,082	\$21,503	\$21,933	\$22,372	\$22,820	\$23,276	\$23,741	\$24,216	\$24,701
(Less Vacancy & Collection Lost)			(\$10,621.07)	(\$127,453)	(\$130,002)	(\$132,602)	(\$135,254)	(\$137,959)	(\$140,718)	(\$143,533)	(\$146,403)	(\$149,331)	(\$152,318)	(\$155,364)	(\$158,472)	(\$161,641)	(\$164,874)	(\$168,171)
Net Rental Income			\$201,800	\$2,421,603	\$2,470,035	\$2,519,436	\$2,569,825	\$2,621,221	\$2,673,646	\$2,727,119	\$2,781,661	\$2,837,294	\$2,894,040	\$2,951,921	\$3,010,959	\$3,071,178	\$3,132,602	\$3,195,254
Total Operating Income			\$201,800	\$2,421,603	\$2,470,035	\$2,519,436	\$2,569,825	\$2,621,221	\$2,673,646	\$2,727,119	\$2,781,661	\$2,837,294	\$2,894,040	\$2,951,921	\$3,010,959	\$3,071,178	\$3,132,602	\$3,195,254
Operating Expenses																		
	PUPA	PUPM	Total Monthly															
Total Operating Expenses	\$9,000	\$750	\$88,500	\$1,062,000	\$1,093,860	\$1,126,676	\$1,160,476	\$1,195,290	\$1,231,149	\$1,268,084	\$1,306,126	\$1,345,310	\$1,385,669	\$1,427,239	\$1,470,056	\$1,514,158	\$1,559,583	\$1,606,370
Replacement Reserve	\$360	\$30	\$0	\$42,480	\$43,754	\$45,067	\$46,419	\$47,812	\$49,246	\$50,723	\$52,245	\$53,812	\$55,427	\$57,090	\$58,802	\$60,566	\$62,383	\$64,255
Net Operating Income			\$113,300	\$1,317,123	\$1,332,421	\$1,347,693	\$1,362,930	\$1,378,119	\$1,393,251	\$1,408,312	\$1,423,290	\$1,438,172	\$1,452,944	\$1,467,592	\$1,482,101	\$1,496,454	\$1,510,636	\$1,524,629
1st Mortgage Debt Service				(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)	(\$1,197,385)
DSCR				1.10	1.11	1.13	1.14	1.15	1.16	1.18	1.19	1.20	1.21	1.23	1.24	1.25	1.26	1.273
Investor Asset Mgmt Fee				(\$7,500)	(\$7,650)	(\$7,803)	(\$7,959)	(\$8,118)	(\$8,281)	(\$8,446)	(\$8,615)	(\$8,787)	(\$8,963)	(\$9,142)	(\$9,325)	(\$9,512)	(\$9,702)	(\$9,896)
Cash Flow After Debt Service				\$112,238	\$127,386	\$142,505	\$157,586	\$172,616	\$187,585	\$202,481	\$217,290	\$232,000	\$246,596	\$261,065	\$275,391	\$289,557	\$303,549	\$317,348
Repayment of DDF				(\$112,238)	(\$127,386)	(\$142,505)	(\$157,586)	(\$172,616)	(\$187,585)	(\$202,481)	(\$217,290)	(\$232,000)	(\$246,596)	(\$261,065)	(\$275,391)	(\$289,557)	(\$303,549)	(\$317,348)
CF available for soft debt				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Development Fee Balance			\$2,624,297	\$2,512,058	\$2,384,672	\$2,242,167	\$2,084,581	\$1,911,965	\$1,724,379	\$1,521,899	\$1,304,609	\$1,072,609	\$826,013	\$564,948	\$289,557	\$0	\$0	\$0

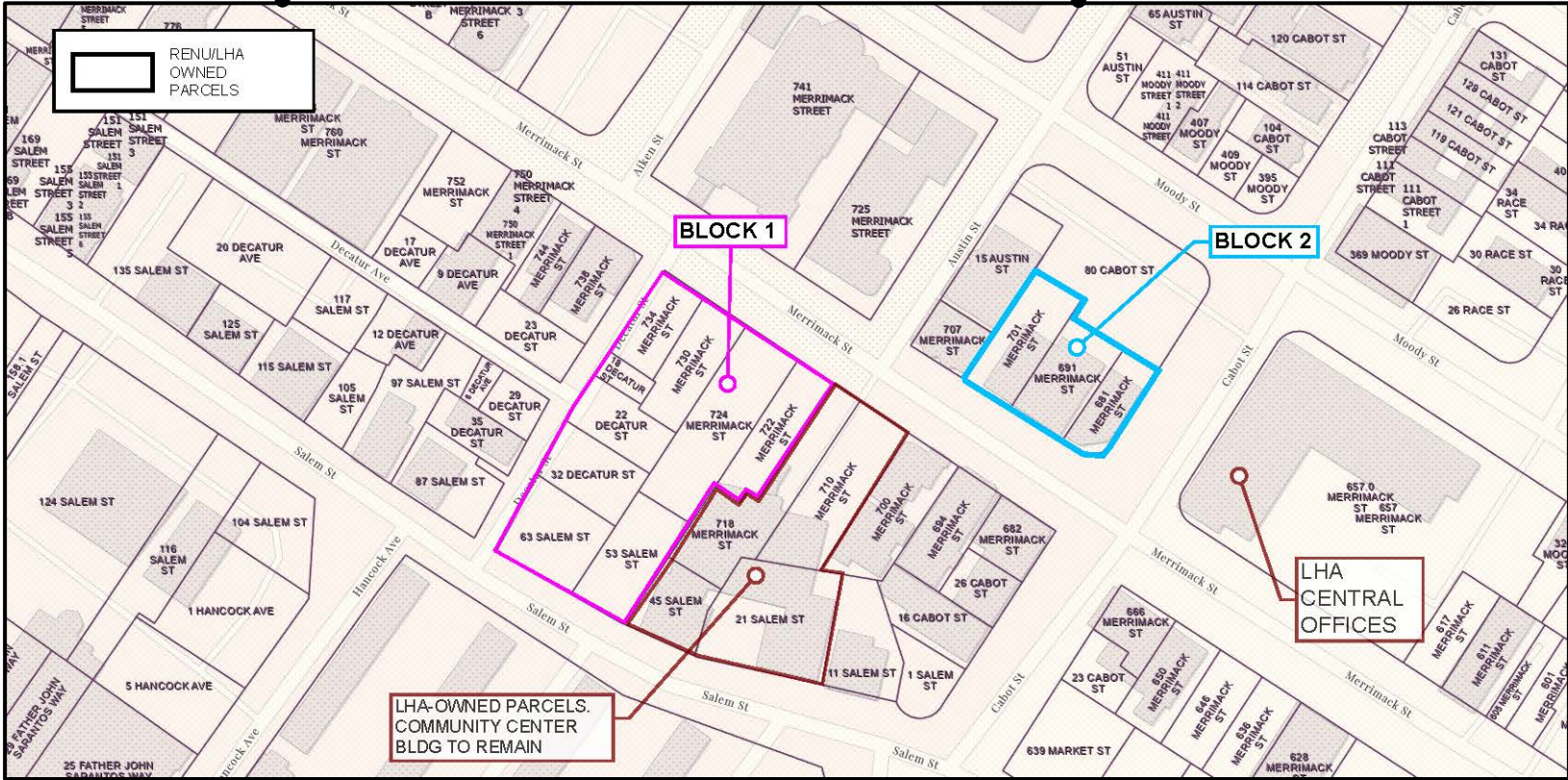
ASSUMPTIONS	
Vacancy and collection lost	5.0%
Income trending	2.0%
Expenses trending	3.0%
Other (mgmt fee, AMF)	2.0%
No. of Units	118

ATTACHMENT C
Site Map & Parcel Schedule

The Acre District, Lowell, MA



Location Detail



Block 1 and Block 2 Parcel Data

Address	Owner	Parcel Size (Acres)	Parcel Size (Sq Ft)	Existing Zoning
BLOCK 1				
734 Merrimack St	LHA	0.07	2,958	UMU
730 Merrimack St	LHA	0.09	3,986	UMU
724 Merrimack St	LHA	0.17	7,336	UMU
722 Merrimack St	LHA	0.09	3,768	UMU
53 Salem St	LHA	0.10	4,500	UMU
63 Salem St	LHA	0.11	4,609	UMU
32 Decatur St	LHA	0.08	3,546	UMU
22 Decatur St	LHA	0.07	3,036	UMU
18 Decatur St	LHA	0.02	871	UMU
Total		0.79	34,608	

Address	Owner	Parcel Size (Acres)	Parcel Size (Sq Ft)	Existing Zoning
BLOCK 2				
681 Merrimack St	LHA	0.06	2,544	UMU
691 Merrimack St	RENU	0.10	4,378	UMU
701 Merrimack St	RENU	0.10	4,360	UMU
Total		0.26	11,282	

ATTACHMENT D

HUD-5369-A, Representations, Certifications, and Other Statements (Submit under Tab 2)

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, 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, that 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.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

ATTACHMENT E

HUD-5369-B, Instructions to Offerors Non-Construction

Instructions to Offerors Non-Construction



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:]

See the RFP or IFB to which this document is attached.

Lowell Housing Authority
Department of Finance and Procurement
350 Moody Street
Lowell, MA 01854
Main Tel: (978) 937-3500
TDD Tel: (800) 545-1833 ext. 178

ATTACHMENT F

Profile of Firm / Company Profile (Submit under Tab 2)

**ATTACHMENT F
FORM OF PROPOSAL**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS (one original proposal and an electronic copy-thumb drive shall be submitted and shall include the below listed.)
_____	Tab 1 Proposer’s Letter of Interest
_____	Form of Proposal (Attachment H)
_____	Transmittal Form (Attachment I)
_____	Tab 2 Form HUD-5369-C (Attachment D)
_____	Profile of Firm Form (Attachment F)
_____	Tab 3 Respondent’s Qualifications
_____	Tab 4 Termination & Litigation
_____	Tab 5 Previous Housing Development Experience
_____	Tab 6 Preliminary Financing Plan and Financial Statements
_____	Tab 7 Capacity
_____	Tab 8 Client Information and References
_____	Tab 9 Development Plan
_____	Tab 10 Property Management Capacity
_____	Tab 11 Utilization of D/M/WBE and Section 3 Preference
_____	Tab 12 Insurance Requirements
_____	Tab 13 Financial Participation
_____	Tab 14 Other Information (OPTIONAL)

PROPOSER’S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFP.

Signature

Date

Printed Name

Company

Lowell Housing Authority

ATTACHMENT G

HUD-5370-C, General Condition for Non-Construction Contracts, Section 1

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

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

- 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 111, 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
 - () 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.

(v) 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.
 - (i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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

ATTACHMENT H

Form of Proposal (Submit under Tab 1)

**ATTACHMENT H
FORM OF PROPOSAL**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(one original proposal and an electronic copy-thumb drive shall be submitted and shall include the below listed.)</i>
_____	Tab 1 Proposer’s Letter of Interest
_____	Form of Proposal (Attachment H)
_____	Transmittal Form (Attachment I)
_____	Tab 2 Form HUD-5369-C (Attachment D)
_____	Profile of Firm Form (Attachment F)
_____	Tab 3 Respondent’s Qualifications
_____	Tab 4 Termination & Litigation
_____	Tab 5 Previous Housing Development Experience
_____	Tab 6 Preliminary Financing Plan and Financial Statements
_____	Tab 7 Capacity
_____	Tab 8 Client Information and References
_____	Tab 9 Development Plan
_____	Tab 10 Property Management Capacity
_____	Tab 11 Utilization of D/M/WBE and Section 3 Preference
_____	Tab 12 Insurance Requirements
_____	Tab 13 Financial Participation
_____	Tab 14 Other Information (OPTIONAL)

PROPOSER’S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFP.

Signature **Date** **Printed Name** **Company**

Lowell Housing Authority

ATTACHMENT I

Transmittal Form (Submit under Tab 1)

**ATTACHMENT I
TRANSMITTAL FORM**

Required Certifications

- I. **Tax Compliance:** Pursuant to M.G.L. Chapter 62C, §49A, I hereby certify, under the penalties of perjury, that, to the best of my knowledge and belief, compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support subject to the conditions stated in the statute referenced herein.
- II. **Non-Collusion:** The undersigned further certifies under the penalties of perjury that this bid or proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in the section the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.
- III. **Debarment:** The undersigned further certifies under penalty of perjury that this entity is not presently debarred or limitation from doing work for any federal, state or local public agency or political subdivision in the Commonwealth of Massachusetts under the provisions of M.G.L. ch. 29, §29F or any other applicable debarment provisions of the federal government or under the Massachusetts General Laws.
- IV. **Acknowledgement of Addenda:** The following Addenda are acknowledged and incorporated herein:
 - Addendum No. _____ Dated _____
 - Addendum No. _____ Dated _____
 - Addendum No. _____ Dated _____
 - Addendum No. _____ Dated _____

Signed: _____

Printed Name and Title of Authorized Signatory:

Company Name:

Company Address:

Tel./Fax:

E-mail:

Date:

Lowell Housing Authority

ATTACHMENT J

Section 3 Preference (Submit under Tab 11)

Lowell Housing Authority

Section 3 Program

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Overview of Section 3 Requirements

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Purpose of This Document

This plan outlines how the Lowell Housing Authority (LHA) and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing Lowell Housing Authority's public housing program. LHA will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors. These requirements do not supersede Government requirements for competitive procurement and Davis Bacon wages. These requirements do not supersede the requirements of Massachusetts laws regarding bidding and construction.

LHA may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

Section 3 Coordinator

LHA's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for LHA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to LHA's Section 3 Coordinator with questions regarding Section 3 compliance:

Sherry Giblin
Chief Financial Officer
sgiblin@lhma.org

Employment, Training and Contracting Goals

A. Safe Harbor Compliance

LHA will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in section C. After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

B. Safe Harbor Benchmarks

LHA has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9. The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers.

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at CFR 24 Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

At the time of bid, the contractor will be required to present a list of the projected number of available positions expected to be needed to complete the project. In an effort to assist contractors with meeting or exceeding the Section 3 goals, LHA will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures.
- 2) Require contractor to sign Certification of Intent to Comply with Section 3
- 3) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure goals are understood.
- 4) Inform contractors about the HUD Section 3 Opportunity Portal
<https://hudapps.hud.gov/OpportunityPortal/>
- 5) Require contractors to notify LHA of their interests regarding employment of Section 3 workers prior to hiring.
- 6) Encourage local businesses to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business registry
<https://www.hud.gov/section3businessregistry>
- 7) Leverage LHA's communication outlets (Website, digital signage, Facebook) to effectively communicate employment and contracting opportunities that arise.
- 8) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with HUD funding.

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, LHA will review and update the Section 3 Plan every 3 years/months, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks was not feasible. All contractors submitting bids or proposals to the LHA are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

Under the LHA Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

- 1) To residents of the public housing projects for which the public housing financial assistance is expended.
- 2) To residents of other public housing projects managed by the PHA that is providing assistance or for residents of Section 8-assisted housing managed by the PHA.
- 3) To participants in Youth Build programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

Contracting

Under the LHA's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided.
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance.
- 3) Youth Build programs; and

- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Section 3 Eligibility and Certifications

To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to LHA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. Contractor Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, LHA will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate they meet one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A Youth Build participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) A resident of public housing; or
 - b) A resident of other public housing projects or Section 8-assisted housing; or
 - c) A YouthBuild participant.

B. Section 3 Worker and Targeted Section 3 Worker Certification

All residents of LHA's Federal and State Public Housing Developments, the HCVP program, and other state assisted housing programs administered by the LHA qualify as Section 3 residents and are considered to be Sec 3 eligible. All residents of Lowell whose incomes are 80% or less of the medium family income for the Lowell HUD MFI table can also qualify for Section 3 status. The

LHA will require that all applicants who are identified as Section 3 eligible provide a Section 3 Resident Application with the appropriate supporting documentation to the LHA Section 3 Officer.

C. Section 3 Business Concern Certification

LHA encourages contractors and subcontractors to make their best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements can self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to LHA, contractors, or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form. Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal.

Section 3 Contracting Policy and Procedures

The Authority shall, to the greatest extent feasible and consistent with Commonwealth of Massachusetts bid laws, direct its efforts to ensuring that contracts are awarded to Section 3 Business Concerns in the following order of priority, as more fully defined in the applicable federal regulations, presently codified as 24 CFR § 135.36:

1. Businesses that are 51% or more owned and controlled by residents of LHA development for which Section 3 covered assistance is expended or whose full-time permanent workforce includes 30% of these persons as employees.
2. Businesses that are 51% or more owned and controlled by any LHA residents whose full-time permanent workforce includes 30% of any LHA residents.
3. HUD Youth-Build programs being carried out in Lowell.
4. Businesses that are 51% or more owned and controlled by Section 3 residents of Lowell whose full-time permanent workforce includes 30% of Section 3 residents of Lowell, or subcontract more than 25% of the total amount of subcontracts to Section 3 businesses.
5. LHA will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. LHA will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly

contract with any contractor that has been found in violation of the Section 3 regulations.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9.

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Reporting Requirements

A. Monthly Reporting

Contractors are required to submit monthly activity reports to LHA's Section 3 Coordinator by the 10th of each month.

B. Final Reporting

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report.
- 2) Upon completion of a project, LHA's Section 3 project coordinator will conduct a final review of the project's overall performance and compliance.
- 3) LHA's Section 3 coordinator will submit the Section 3 data into HUD's reporting system.

Section 3 Complaint Procedure

In an effort to resolve complaints due to non-compliance through an internal process, the LHA encourages submittal of such complaints to the Section 3 Officer as follows:

1. Complaints of non-compliance should be filed in writing and must contain the names of the complainant and a brief description of the alleged violation of 24 CFR 135.
2. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
3. An investigation will be conducted if the complaint is found to be valid.
4. The LHA will review the findings for accuracy and completeness before it is released to complainants.

If complainants wish to have their concerns considered outside of the LHA, a complaint may be filed with:

The HUD program office is responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic

information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

SECTION 3 SUBMISSION FORMS

Form 1	Certification of Intention to Comply with Section 3	Submit with Bid/Proposal
Form 2	Section 3 Hiring, Training, and Subcontracting Opportunities	Submit with Bid/Proposal
Form 3	Monthly Section 3 Report	Submit Monthly and at Completion of Project
Form 4	Section 3 Worker Affidavit Certification of Section 3 Worker And Targeted Section 3 Worker	Submit with Form 3
Form 5	Section 3 Business Certification Certification for Business Concerns Seeking Section 3 Preference in Contracting	Submit with Form 3



FORM 1

Certification of Intent to Comply with Section 3

This form is to be submitted by proposers with their bid/ proposal. Failure to submit this form will result in the rejection of your bid/proposal.

I hereby certify that:

1. I am the _____ [Insert Title] of _____ [Insert Name of Proposer] (the "Company");
2. I am duly authorized by the Company to submit a proposal on its behalf to the Lowell Housing Authority for _____ [Insert Project Name and Number] and to execute any and all documents required to be filed as a condition of such proposal;
3. I have read and understood the Section 3 Provision, which applies Section 3 of the Housing and Urban Development Act of 1968, as amended, and the Section 3 regulations found at 24 CFR 135.
4. The Company will comply with the requirements of 24 CFR 135 and the Section 3 Provision. This includes ensuring that, to the greatest extent feasible, at least twenty-five **(25) percent or more of the total number of labor hours worked by all Workers on a Section 3 project are Section 3 Workers; and Five (5) percent or more are Targeted Section 3 Workers.**
5. The Company is responsible for the compliance of its subcontractors and will ensure that its subcontractors comply with the requirements set out in 24 CFR 135 and the Section 3 Provision.
6. Any vacant positions filled after the contract award notification but before contract execution will not be filled to circumvent the Company's Section 3 obligations.

Signed under the penalties of perjury

Company

Date

Signature
Duly Authorized



FORM 2

Section 3 Hiring, Training, and Contracting Opportunities

This form is to be completed by the proposer on behalf of itself and all projected subcontractors, if any. Provide estimates of hiring and contracting needs on the project.

HIRING OPPORTUNITIES

Job Category	Number of positions needed to complete project	Number of positions filled by current employees*	Number of positions to be filled by Section 3 Workers	Anticipated dates of work
<i>Example: Tenant Coord</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>10/1/21- 12/31/21</i>
1) Technicians				
2) Office/Clerical				
3) Trade				
4) Trade				
5) Trade				
6) Tenant Coordinator				
7) Other:				
Totals				

SUBCONTRACTING OPPORTUNITIES

Sub-trade and Company (if known)	Filed Sub-trade? (Y/N)	Section 3 Business Concern? (YIN)	Specification Reference	Amount of Contract
<i>Example: HVAC Inc.</i>		<i>y</i>	<i>06200</i>	<i>8,000</i>
1)				
2)				
3)				-

The above tables represent an accurate estimate of workforce and subcontracting needs for this project and also represent the number of Section 3 Workers, Targeted Section 3 Workers, and business concerns that the company proposes to employ and/or contract with.

Signed under the penalties of perjury.

Company: _____

Date: _____

By: _____



FORM 3

Monthly Section 3 Report

This form or a certified substitute document containing the information requested below is to be completed by the consultant and all subcontractors, if any, and submitted upon request. Attach verifications (e.g. • Section 3 Workers Affidavit and copy of photo identification) as necessary.

LHA Project _____

Month Ending _____

SECTION 3 WORKER LABOR HOURS

Employee Name	Job Title	Targeted/Section 3 Worker? (Y/N)	Address	Date Hired	Labor Hours this month	Labor Hours to date
<i>Example: Gladys Jones</i>	<i>Project Assistant</i>	<i>y</i>	<i>Franklin Field, 100 Ames St. Dorchester, MA 02124</i>	<i>10/15/2021</i>	<i>80</i>	<i>200</i>
1)						
2)						
3)						
4)						
5)						

SECTION 3 BUSINESS CONCERNS

Section 3 Business Concern	Address	Dates of Work	Contract Price	Paid to Date	Amount Remaining to be paid
<i>Example: ABC Security Co.</i>	<i>123 Main St., Boston MA 02111</i>	<i>11/1/20-5/30/21</i>	<i>15,000</i>	<i>2,500</i>	<i>12,500</i>
1)					
2)					
3)					
4)					

Company: _____

e _____

Signature: _____

Print Name & Title _____

FORM 4

Section 3 Worker Self-Certification Form- Public Housing	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736D OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. XXXX-XXXX. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification requirements. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or, the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Worker, you must self-certify that you meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

<ul style="list-style-type: none">• Income for the previous calendar year is below the income limit*• A participant in a means-tested program such as public housing or Section 8-assisted housing• A YouthBuild Participant*	Income limit \$XX,XXX
---	--------------------------

*Currently or at the time of hire if hired within the past 5 years

I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement listed below you meet to be considered a Targeted Section 3 worker in the box below. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

<p>___ A participant in a means-tested program such as public housing or Section 8-assisted housing</p> <p>___ A YouthBuild participant*</p>
--

*Currently or at the time of hire if hired within the past 5 years

In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

FORM 5

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

For business entity as applicable:

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Assumed Business Name Certificate
- Partnership Agreement
- List of owners/stockholders and % ownership of each
- Corporation Annual Report
- Organization chart with names and titles and brief function statement
- Latest Board minutes appointing officers
- Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

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 and Signature

(Corporate Seal)

Attested by: _____