Request for Qualifications
Development Partner for Redevelopment of the Villages at Parkside

Issue Date: Wednesday, October 26, 2022

Guided Site Visit (not mandatory): Wednesday, November 2, 2022, 2:00 p.m.

Deadline for Questions: Friday, November 4, 2022, at 11:59 p.m.

Submission Deadline: Monday, November 28, 2022, 2:30 p.m.

PLEASE NOTE:

To ensure that all interested respondents receive all documentation, including riders and addendums, relevant to this RFQ, the respondents must obtain a copy of the qualification documents directly from MITN/BidNet Direct. (MITN is the Michigan Inter-Governmental Trade Network, a purchasing group on BidNet Direct, a platform for government units to publish bids and award contracts.) DHC will not be responsible for any erroneous or incomplete documentation received from a third party. DHC reserves the right to reject submissions based upon incomplete or erroneous bid/qualification documents.

TABLE OF CONTENTS

EXECUTIVE SUMMARY 3

SITE MAP 4

PART I - RFQ TIMELINE 5

PART II – SITE AND RFQ OVERVIEW 6

2.1 Existing Unit Mix 6
2.2 Anticipated scale of development 6
2.3 Resident Input 7
2.4 Land Ownership 7

PART III – SCOPE OF SERVICES 8

3.1 Regulatory, Due Diligence, and Contracting 8
3.2 Financing and Design 8
3.3 Construction 8
3.4 Recordkeeping and Communications 9
3.5 Asset Management, Operations, and Stabilization 9

PART IV – ROLE OF DETROIT HOUSING COMMISSION 10

4.1 Summary 10
4.2 Pre-Development 10
4.3 Development Partner Oversight 10

PART V – EVALUATION PROCEDURES AND SUBMISSION REQUIREMENTS 11

5.1 Structure of Review Committee 11
5.2 Evaluation Process 11
5.3 Submission Requirements 12

PART VI – EVALUATION CRITERIA AND SCORING 13

A. Quality and Experience of Development Team 14
A.1 Professionalism and Experience (8 points) 14
A.2 Quality of the Respondent Team (total 16 points) 14
A.3 Quality of Property Manager and of Relocation Services Provider (16 points) 15
A.4 Quality of the Design Teams (8 points) 15
B. Resident, PHA, and Community Involvement 16
B.1 Resident and Community Participation (8 points: score on a 4-point scale and multiply by 2) 16
B.2 Section 3 and Diversity (4 points) 16
C. Desirability of Development Vision (12 points) 17
D. Business Terms (28 points) 18

APPENDIX: RESIDENT ENGAGEMENT RESULTS 26

EXECUTIVE SUMMARY

The Detroit Housing Commission ("DHC") is seeking qualifications from real estate development teams to participate as a third-party developer (a "Developer") with DHC to reshape the Villages at Parkside ("Parkside"). Parkside is a large public housing site in Detroit in need of recapitalization, re-positioning, and new development to create a high-quality and mixed-income neighborhood. DHC is seeking creative, motivated, and forward-thinking private-sector partners. The selected Developer is expected to integrate design, amenities, and supportive services that reflect residents' desires and needs.

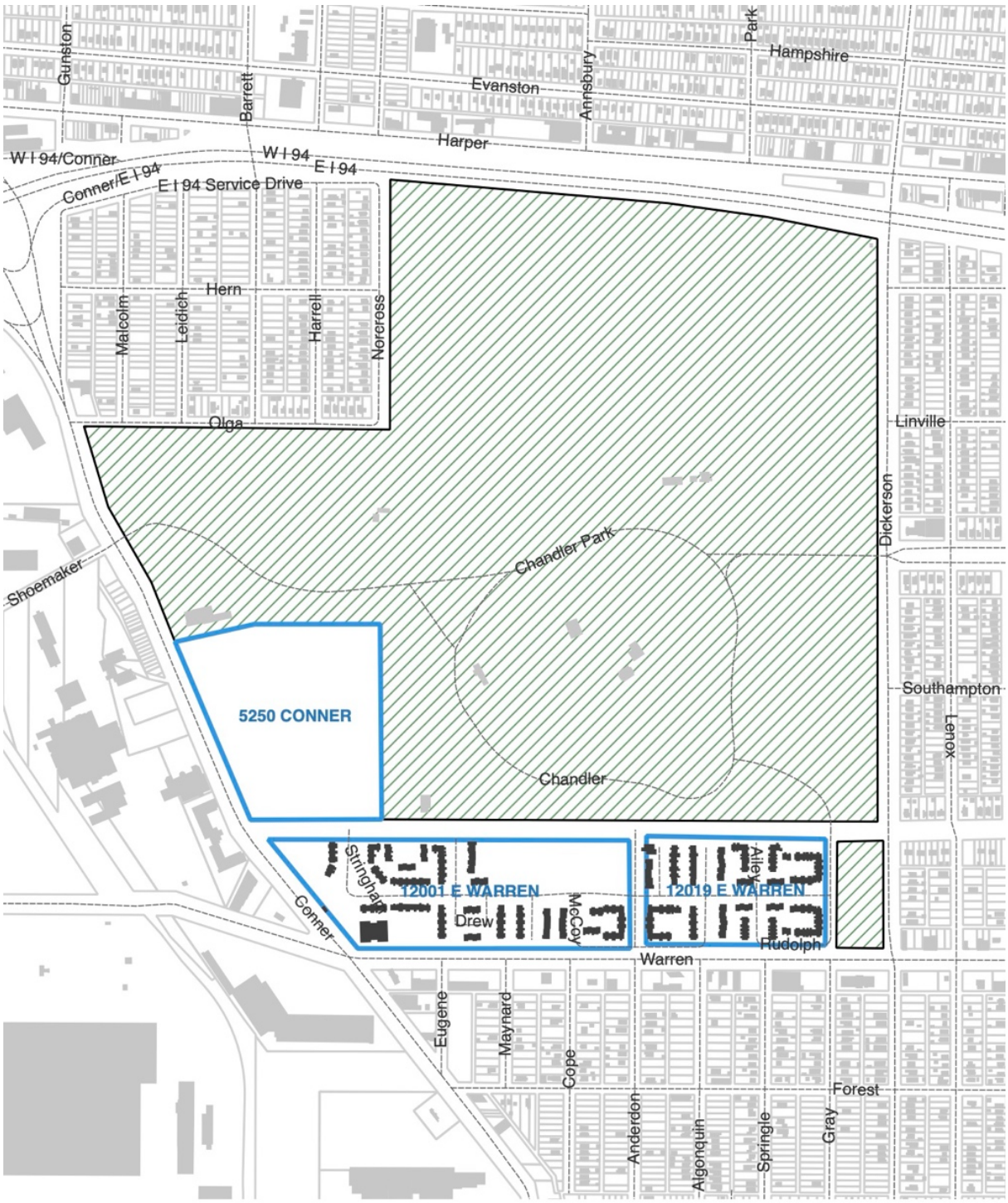
Parkside is a 42.25-acre site located on Detroit's East Side at the intersection of Conner St and E Warren Ave, abutting the historic Chandler Park. The site was originally developed in the 1930s as public housing. After falling into disrepair during the twentieth century, the project was redeveloped in the late 1990s as one of the nation's first HOPE VI projects. The original intent was to develop four villages, but due to various funding and timing constraints, only two — Village II and Village IV — were completed. The Village II and IV low-income housing tax credit (LIHTC) compliance periods ended approximately seven years ago. DHC (through its instrumentalities, DHC Parkside, Inc. and Parkside Development Company, Inc.), recently acquired the co-managing member and investor member interests, respectively.

The project's community center (5000 Conner) is in Village II (12001 E Warren). Plans for the remaining two villages (Villages I and III, which were supposed to be 294 units together) were never executed and are now vacant land. The existing buildings include a mix of rehabilitated 1930s-era buildings as well as newer structures built in the 1990s under HOPE VI.

DHC is currently in the process of preparing an application to HUD's Special Applications Center (SAC) for Section 18 Demolition or Disposition for the entire site based on physical obsolescence. Subject to those approvals, the successful developer will be expected to take over the site and undertake any demolition. DHC expects to make Section 8 project-based vouchers (PBVs) available to support the redevelopment of the site.

DHC desires to enter into a Development Agreement with a Developer to lead the redevelopment efforts for Parkside in a manner that will transform the site and the surrounding neighborhood. DHC envisions that new development will include a mix of medium- and high-density affordable and market rate rental units, as well as associated community and common area spaces.

SITE MAP



Parkside Site Boundaries

DHC-owned parcels are outlined in blue and have address labels.

PART I - RFQ Timeline

- **Wednesday, October 26, 2022:** RFQ released
- In lieu of a pre-bid conference, DHC will post an overview presentation on MITN/BidNet Direct.
- **Wednesday, November 2, 2022, 2:00 p.m.:** Guided site visit (not mandatory) – meet at the community center/management office building at 5000 Conner, Detroit, MI 48213. Enter through Frankfort St.
- **Friday, November 4, 2022, at 11:59 p.m.:** Deadline to submit written questions
- **Tuesday, November 8, 2022:** DHC to upload responses to questions
- **Monday, November 28, 2022, at 2:30 p.m.:** Responses/submissions due
- **No later than Friday, December 2, 2022:** Top 3 developers notified and invited to an in-person presentation and question-and-answer (Q&A) event at Parkside
- **Wednesday, December 7, 2022:** In-person presentation and Q&A event with residents
- **No later than Friday, December 9, 2022:** Winning respondent selected and notified of DHC's intent to seek DHC Board approval to begin negotiating a Development Agreement contract
- **Friday, December 16:** The winning respondent is notified of the DHC Board's approval to begin negotiating a Development Agreement contract with DHC

PART II – SITE AND RFQ OVERVIEW

2.1 Existing Unit Mix

The existing unit mix for each village is listed below. Please note, however, that only 153 units are presently occupied: 109 in Village II and 44 in Village IV.

	Village II townhouses	Village IV townhouses
1 bedroom	16	16
2 bedrooms	32	32
3 bedrooms	59	65
4 bedrooms	27	19
5+ bedrooms	3	7
Total	**137**	**139**

2.2 Anticipated scale of development

DHC's intent is to identify a qualified developer who can help the agency redevelop all of Parkside to create a new neighborhood that features a diversity of housing types and income levels, and which is well connected to its surroundings. DHC is especially interested in respondents committing to providing a midrise senior apartment building to serve low-income residents aged 55 and over.

Redevelopment should include new construction at least on the vacant Village I and Village III sites. DHC has not made any predetermined decisions on whether to demolish or rehabilitate (or a mix of both) the existing units.

The site is a five- to ten-minute drive from the recently expanded Stellantis (formerly Fiat Chrysler) plants. A Michigan Works! agency office is located across Conner from the site. A Save-A-Lot grocery store is located within a half-mile of most of the property (about a ten- to fifteen-minute walk, or an under-five-minute drive), and other grocery stores, such as a Kroger and Trader Joe's, are available a ten-minute drive away in Grosse Pointe. Other nearby destinations are a campus of Wayne County Community College, Ford Wellness Center, a handful of clothing and houseware stores, and the Capuchin Soup Kitchen. Bus lines run both on Warren and Conner, including a dedicated high-frequency route on Warren.

The City of Detroit Parcel IDs for the property are as follows. The "1.5 FAR" column lists the maximum multifamily gross floor area buildable on the site as allowed by right under the R5 zoning, parking requirements notwithstanding. Square-foot measurements are approximate and would need to be verified.

Parcel ID	**Address**	**Acreage**	**Approx. sq. feet**	**1.5 FAR**
21002688	12019 E WARREN	12.379 ac	539,215 sf	808,823 sf
21002687	12001 E WARREN	16.85 ac	733,998 sf	1,100,997 sf
21046202-11	5250 CONNER	13.024 ac	567,335 sf	851,003 sf

5250 Conner is a large open-space parcel. DHC has not yet firmly decided whether the parcel is best suited for housing development, to be retained as green space as an extension of Chandler Park, or a mixture of both.

Additionally, DHC wishes for the redeveloped site to have a centrally located community center with the following features, which could include either retention of the existing center or a replacement center for reasons of location, condition, or configuration:

- Day care with a separate exterior entry
- Maintenance closets
- Management office
- Gymnasium/recreation area
- Community center/meeting rooms
- On-site social services office space or multipurpose rooms

2.3 Resident Input

On Saturday, October 15, 2022, DHC conducted a resident outreach event to collect desirable qualities that residents would want in a development team. Please review Resident Engagement appendix for more information. Those recommendations have been incorporated into this RFQ. Three Parkside residents will be voting members of this RFQ's review committee.

2.4 Land Ownership

DHC has fee title to all four parcels. Additionally, with respect to the Village II and Village IV existing LIHTC developments, DHC, through related entities, acquired the investor/co-owner's interests in the buildings last year. DHC does not plan to sell Parkside land to the applicable owner-entity. Rather, DHC will continue owning the land and will ground lease it in phases. The ground lease will include a portion of the consideration payable at closing, with the remainder to be paid annually in a sufficient amount and in sufficient years to cover DHC's exercise of its Right of First Refusal (ROFR) with additional financing.

2.5 Site Visit and Written Questions

DHC is offering potential respondents the opportunity to visit Parkside on a guided tour on Tuesday, November 1, 2022. The guided site visit will include the existing community center building, the vacant land on the site, and vacant units. Visitors will be asked to sign in on a visitor log.

For fairness, respondents cannot have conversations with property management staff, residents, or stakeholder groups such as Friends of Parkside outside of structured DHC-organized events throughout the duration of this RFQ. However, four resident representatives may be invited to join the site visit.

If Respondents have questions regarding any element of this RFQ, they may submit written questions no later than 11:59pm on Friday, November 4, 2022, to DHC. DHC will provide written responses no later than Tuesday, November 8, 2022. Any questions/addenda will be answered and posted on MITN[1], so DHC will not email or notify individual respondents directly. (MITN is the Michigan Inter-Governmental Trade Network, a purchasing group on BidNet Direct, a platform for government units to publish bids

[1] https://www.bidnetdirect.com/mitn

and award contracts. A link may be found directly on DHC's website at https://dhcmi.org/open-solicitations as well.)

PART III – SCOPE OF SERVICES

As indicated in the scoring criteria, please provide a statement in your cover letter affirming the respondent's willingness and ability to perform these duties.

3.1 Regulatory, Due Diligence, and Contracting

- Cause regulatory compliance with HUD, MSHDA and all applicable laws and regulations.
- Strategize public relations between the development team and community stakeholders.
- Perform industry-standard due diligence activities (physical, environmental regulatory, and economic), including market analysis, environmental review, ensure quiet title and secure title insurance, and evaluating conceptual designs and test fits for the project site.
- Obtain all government permits, approvals, and environmental clearances.
- Hire professional consulting services as needed, such as environmental, architectural, engineering, marketing accountant, or legal.
- Hire general contractor and all trades and manage the construction contract.
- Obtain zoning approvals, tax abatements and/or PILOT agreements, and other required government permitting and entitlements, including but not limited to permits for demolition, construction, electrical, plumbing, and mechanical.
- Secure state-level environmental clearances if needed
- Obtain occupancy certificates and permits
- Negotiate and execute architecture, engineering, environmental, marketing, accountant, legal, and other consulting contracts and services

3.2 Financing and Design

- Secure all funding necessary to develop the project. DHC will not provide predevelopment advances.
- Evaluate and perform financial underwriting and create initial development and stabilization pro forma models.
- Manage Low Income Housing Tax Credit applications and other funding applications to MSHDA, Federal Home Loan Bank, and other sources; finalize and close project financing; and prepare a plan to manage loan reporting and program compliance.
- Secure adequate insurance for the construction phase of the project, the stabilization period, and any other periods as necessary
- Evaluate building program, community programming, resident services, and supportive services

3.3 Construction

- Prepare bid package and construction contract; bid and award construction contract
- Review and approve all contractors' and subcontractors' bids
- Manage contractor performance
- Establish and maintain the project schedule; conduct site visits during construction, conducting field inspections of project progress and quality of materials and labor; schedule and attend inspections

- Review and approval of construction draws, assuring compliance to project budget
- Respond to design/construction issues, review all change orders, implement changes, coordinate as required
- Produce and track punch lists
- Create an operation and maintenance plan
- Comply with and maintain required documentation for Davis-Bacon and prevailing-wage regulations.

3.4 Recordkeeping and Communications

- Provide regular progress reports on quality/progress/cost of construction and keep DHC informed regarding project status and communication from and to third parties regarding same
- Provide financial accounting reports as needed
- Assemble and retain contracts, agreements, records, data, including keeping books and records for vouchers, statements, receipted bills, and invoices
- Use best efforts to accomplish timely completion of construction, break-even occupancy, and stabilization

3.5 Asset Management, Operations, and Stabilization

- The private development and management entity will provide all required loan guarantees. DHC cannot guarantee loans.
- Develop marketing and leasing plans; manage waitlists; govern move-in operations
- Oversee management functions as required through lease-up and conversion to permanent financing
- Comply with any prevailing-wage and Davis-Bacon regulations

PART IV – ROLE OF DETROIT HOUSING COMMISSION

4.1 Summary

DHC's level of participation throughout the development process will be determined by the terms and conditions negotiated with the selected Developer and will be fully described in the resulting Development Agreement ("DA"). At a minimum, DHC's level of participation will include all activities necessary to assure compliance with applicable regulatory requirements and the terms and conditions agreed to in the Development Agreement.

4.2 Pre-Development

a. Due Diligence – DHC is willing to be involved in due diligence activities and to assist with coordination with the City, local/state agencies, and other entities as appropriate.

b. Site/Unit Designs – DHC will have approval over final site plans, building designs, and floor plans.

To reiterate, DHC will not provide predevelopment funding to the project.

4.3 Development Partner Oversight

a. Contract Administration– DHC will monitor the various Developer commitments for the project to ensure they comply with the terms and conditions described in the Development Agreement.

c. Monitor Developer's Compliance with Section 3 – DHC will monitor the Developer's plans and efforts for reaching its Section 3 goals and objectives.

d. Monitor Developer's Compliance MBE/WBE Contracting Goals – DHC will monitor the Development Partner's plans and efforts for reaching eligible Minority Business Enterprises (DBE), and Women Business Enterprises (WBE) goals and objectives.

e. Inspection by Landowner – DHC as the Landowner reserves for itself, its authorized agents, and HUD and its authorized agents, the right enter the property to inspect the Project and any work in progress for the purpose of protecting or furthering the Landowner's and/or HUD's interest.

PART V – EVALUATION PROCEDURES AND SUBMISSION REQUIREMENTS

5.1 Structure of Review Committee

The review committee will be made up of 7 voting members: 3 resident representatives and 4 DHC staff members. Additionally, three non-voting representatives and advisors (one development consultant, one representative from the City of Detroit, and one development/planning advisor selected by the Parkside resident representatives) may also be invited to participate in the review committee's meetings.

5.2 Evaluation Process

Respondents will be evaluated via the following process:

- Monday, November 28, 2022: The review committee will receive respondent submissions and may begin reviewing submitted documents.
- Wednesday, November 30, 2022: The review committee will convene and discuss their scoring for all respondents.
- No later than Friday, December 2, 2022: The top 3 respondents will be notified and invited to in-person presentation and Q&A session at Parkside.
- Wednesday, December 7, 2022: In-person presentation and Q&A session with residents. Developers should share a digital presentation file ahead of time with the DHC team, who will provide a projector at the event. Individual residents and other attendees will be provided with three index cards on which they may write questions. A facilitator will collect these questions throughout the event. Developers will have 15 minutes to present to attendees and will have 15 minutes to answer questions collected on index cards.
- Between December 7 and December 9: The review committee will then vote among the top 3 teams to select the winning team. If no respondent team earns more than 50% of the votes cast, a runoff vote will be held between the two respondents with the most votes. DHC Staff will then recommend to the DHC Board at its December 15 meeting that the agency may begin negotiations with the selected winner.
- Friday, December 16: The winning respondent is notified of the DHC Board's approval to begin negotiating a Development Agreement with DHC.

5.3 Submission Requirements

The submission requirements and evaluation criteria aim to provide DHC with sufficient information to make an intelligent and informed decision about the best development partner to work with to redevelop Parkside, while creating a streamlined process for applicants to provide enough information without an undue or unnecessary burden to prepare a response. Please review the "Evaluation Criteria and Scoring" section to identify required and desired submission components. Respondents will be disqualified if items marked "threshold" are not submitted.

- Provide a digital copy of your submission through the MITN/BidNet Direct portal.
- Mail or cause to be delivered 13 physical copies to DHC's offices at 1301 E Jefferson, Detroit, MI 48207. One copy will be made available to residents in the Parkside community center; 7 will go to the review committee members; 3 will be made available to non-voting representatives and advisors (including one development consultant and one representative from the City of Detroit); 1 will go to the Friends of Parkside office.

PART VI – EVALUATION CRITERIA AND SCORING

For each response item (detailed in the following pages), committee members will assign a score of 0 through 4. Committee members may also choose to award half-points (for instance, awarding 3.5 points for a component that the committee member deems to be somewhere between desirable and superior).

0	Unacceptable or undesirable (Response indicates especially concerning characteristics)
1	Tentatively acceptable (Response shows some cause for concern or attention for that item)
2	Competent/passable (Response is acceptable, but not particularly outstanding)
3	Desirable (Respondent shows above-average skill, aptitude, or capacity)
4	Superior and extremely favorable (respondent shows particularly strong or impressive skill, aptitude, or capacity)

Each DHC staff member on the committee will evaluate categories A, B, C, and D, and can award a maximum of 100 points to any response. Resident representatives will evaluate categories A, B, and C and can award a maximum of 72 points, since only DHC staff will evaluate Section D (Business Terms).

Category	Max scoring
A. Quality and Experience of Development Team	**48 points**
A.1 Professionalism and General Experience	8 points
A.2 Quality of the Respondent Team	16 points
A.3 Quality of Property Manager and Relocation Specialist	16 points
A.4 Quality of the Design Teams	8 points
B. Resident, PHA, and Community Involvement	**12 points**
B.1 Resident and Community Participation	8 points
B.2 Section 3 and DBE/MBE/WBE	4 points
C. Desirability of Development Vision	**12 points**
D. Business Terms (scored by DHC staff only)	**28 points**
Total	**100 points**

A. Quality and Experience of Development Team

A.1 Professionalism and Experience (8 points)

DHC expects all submissions to demonstrate professional quality and attention to detail.

- **THRESHOLD ITEM:** Provide a cover letter emphasizing your team structure, experience, and capacity to work with DHC to redevelop Parkside; affirming the respondent team's willingness and ability to perform the duties outlined under "scope of services."
- **THRESHOLD ITEM:** In your cover letter, identify the following required team members and their contact information:
    - Developer
    - Property Manager
    - Tenant Relocation Specialist
    - Architect
    - Civil Engineer
    - Attorney
- Please complete and submit any additional required HUD and DHC-specific forms attached to this RFQ on MITN/BidNet Direct.
- List representative affordable housing or mixed-income projects the team has completed, preferably within the past five years. For each representative project, please identify the following:
    - Type of project (e.g., new construction, rehab, tenant-in-place)
    - Partnership structure
    - Critical development team members
    - Financing structure
    - Income distribution
    - Community outreach/participation efforts
    - (where applicable) Supportive services, if any

A.2 Quality of the Respondent Team (total 16 points)

The review committee will score this section on a 4-point scale and multiply by 4.

- **THRESHOLD ITEM:** Provide the name and contact information for the respondent team's main contact person.
- **THRESHOLD ITEM:** Provide brief resumes of key team members/staff.
- Describe the team's experience with affordable housing development, especially in Michigan or elsewhere in the Midwest/Great Lakes region, and especially projects of similar scale or program. Include mentions of LIHTC applications and successful awards, or with other funding programs such as FHLB, CDBG, or HOME. Specifically, detail your team's experience working with low-income (60% AMI and below) affordable housing and residents thereof.
- Provide a short explanation of your team's capacity and technical skill to perform due diligence and financial analysis, preferably with example transactions/projects
- Provide at least three references that have worked with the lead Developer on the team on similar projects, and preferably one from a financial institution. Additional ideas for references include:

  - Construction and permanent lenders
  - LIHTC limited partner investor
  - General contractor on a comparable development
  - State Housing Finance Authority, if available
  - A community group or public housing resident group that worked with the developer on a specific project
- If applicable, detail your team's experience with the following:
  - developing supportive housing for seniors, households with veterans, formerly homeless, and individuals with disabilities (physical, mental, developmental)
  - Low-Income Housing Tax Credits (LIHTC)
  - Rental Assistance Demonstration (RAD)

A.3 Quality of Property Manager and of Relocation Services Provider (16 points)

The review committee will score this section on a 4-point scale and multiply by 4.

- **THRESHOLD ITEM:** Provide the name and contact information for the property manager and for relocation specialist/services provider. (It is possible that a single property management company would also serve as the relocation services provider. If that is the case, please provide separate narratives for property management and for relocation services, as well as two references for property management and two for relocation services.)
- **THRESHOLD ITEM:** Provide brief resumes of key team members/staff
- Provide a narrative summarizing the company's operating philosophy and approach, including any experience with permanent supportive housing or tenant services, where applicable
- Provide three professional references from clients in the last five years; clients should be owners of similar types of units (e.g., LIHTC, Public Housing) that the Respondent anticipates developing at Parkside.

A.4 Quality of the Design Teams (8 points)

The review committee may award up to 4 points for the architecture team and 4 points for the engineering team.

- **THRESHOLD ITEM:** Provide the name and contact information for the architectural and engineering teams
- **THRESHOLD ITEM:** Provide brief resumes of key team members/staff
- Submit a company flipbook or portfolio showing relevant multifamily and affordable projects; alternatively, provide a brief description of multifamily, affordable, or mixed-use projects from the past ten years. Where applicable, please include plans, renderings, and photographs of work; indicate whether the project is complete or in progress.

(Note: no further documents are required for the legal team.)

B. Resident, PHA, and Community Involvement

B.1 Resident and Community Participation (8 points: score on a 4-point scale and multiply by 2)

- At the community engagement event held October 15, 2022, residents made it clear that continuous and accessible communication is key to building and maintaining a trust-filled relationship with the selected developer. Therefore, describe how your team has communicated consistently to residents or community stakeholders and offered them opportunities to be engaged throughout your past projects.
- Certify to the following:
    - In addition to engaging residents, include a commitment to hold regular meetings with DHC staff throughout all development phases.
    - Also include a commitment to hold a design charrette or other open house/engagement event for residents to have an input on the physical design of the redevelopment project.
- Explain your team's anticipated methods of communicating project process with residents and nearby stakeholders, and how you would receive and process community input.

B.2 Section 3 and Diversity (4 points)

- Describe the Respondent's prior experience providing employment and contracting opportunities with DBE/MBE/WBE firms. Provide Respondent's plan for achieving or exceeding DHC's goals for utilization of Section 3 residents and businesses (attached to this RFQ on MITN/BidNet Direct). The developer is also expected to ensure Section 3 hires in more than just the construction of a new Parkside, such as any services, relocation, management, and maintenance of the property.
- Describe how your team composition reflects a broad and diverse range of lived experiences, unique perspectives, and skills/aptitudes that would enrich the quality of the project and of resident engagement.

C. Desirability of Development Vision (12 points)

The review committee will score this section on a 4-point scale and then multiply by 3.

While recognizing that this solicitation is a Request for Qualifications (RFQ) and not a Request for Proposals (RFP), DHC requests a conceptual site plan as a work sample for how the respondent team would approach redevelopment of Parkside. DHC requests one site plan illustration and two short accompanying written responses.

- Provide at least one conceptual site plan illustration depicting a potential development outcome on the site. This design vision will not be binding, especially because DHC wishes for the winning development team to host resident engagement events to solicit their input on design. Rather, this is an opportunity for the respondent team to share its overall design approach and demonstrate its aptitude in this area.
- Provide a narrative describing the primary design intentions and housing typology choices reflected in the site plan illustration.
- As described in this RFQ's opening texts, DHC owns a vacant, 13-acre parcel that immediately abuts Chandler Park. Do you think your team would want to develop housing on this parcel or would you want to reshape it as publicly accessible green space? Is there a creative alternative beyond these ideas or a middle ground between these two? Alternatively, how would you go about deciding what to do with this parcel?

D. Business Terms (28 points)

Please note: only DHC staff will score this section. Voting resident representatives will score sections A, B, and C only. This section will be scored on a four-point scale and multiplied by 7.

- For this section, provide a brief narrative describing key business terms outlined below, and also provide a term sheet that would be used as a basis for negotiating a Development Agreement if your team were selected as the winning respondent. Base the terms on the items listed in:
    - in the scope of services list under "PART III – SCOPE OF SERVICES,"
    - and in expectations outlined under "PART IV – ROLE OF DETROIT HOUSING COMMISSION."
- Please provide anticipated business terms such as:
    - Target developer fee split, cash flow split, and RAD proceeds split, or methodology for determining any of these
    - Narrative of proposed development fees and any other applicable fees, and when fees would be incurred
    - Where applicable, percentage of RAD proceeds retained by DHC
    - Expectations outlined under "PART IV – ROLE OF DETROIT HOUSING COMMISSION"
- Respondents are required to provide a certification committing to the following:
    - Develop more handicap-accessible units than Parkside presently provides.
    - As part of a resident engagement process, explore design solutions and/or business operations to increase safety in the redeveloped project. Potential solutions may include sufficiently bright lighting (where appropriate - e.g., not directly into bedrooms), security staff present on-site either in a booth or driving around, or gated areas where appropriate or necessary (e.g. around children's play areas).
    - Provide recreation facilities and at least a multipurpose room in the redeveloped project.
    - Include a services component for the redeveloped Parkside, such as job training, education, or day care; third-party supportive service providers are welcome and accepted.
    - Engage residents consistently throughout the design process, including through open-house and charrette events.
    - Commitment of developer to fund predevelopment costs
    - Willingness to include DHC in project decision-making
    - Commitment to work in good faith toward project closing within 24 months of a contract award

PART VII – GENERAL CONDITIONS

Please note: in this section, the term "contract" refers to the ultimate Development Agreement negotiated with the winning respondent.

7.1 Conflict of Interest

a. The respondent warrants that to the best of its knowledge, belief and, except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:

   i) Respondent may have an unfair competitive advantage; or

   ii) The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the Statement of Qualifications submission.

b. The respondent agrees that if, after award, he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the Procurement Manager. This shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. DHC may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.

c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the Procurement Manager, DHC may disqualify the respondent.

d. The provisions of Section 7.1 shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

e. No member of or delegate to the U.S. Congress or DHC Board shall be allowed to share any part of the contract awarded under this solicitation or to any benefit that may arise there from. This provision shall be construed to extend to any contract made with the successful respondent.

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

g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing.

h. DHC reserves total discretion to determine the proper treatment of any conflict of interest disclosed under Section 7.1.

7.2 Cost of Preparing the Statement of Qualifications

All costs incurred, directly or indirectly, in response to this Request for Qualifications shall be the sole responsibility of and shall be borne by the respondents.

7.3 Statement of Qualifications Tabulations/Notification

Links to all submissions will be posted for review by interested parties on DHC's website. Each unsuccessful vendor will be notified in writing promptly upon award. The notice shall identify the successful firm.

7.4 Form of Contract

The acceptance of the proposed firm's offer for the services specified herein will be made by issuance of a duly authorized Development Agreement prepared by DHC. Vendors are cautioned to make no assumptions or accept any representations by a representative of DHC concerning the award until a Development Agreement is negotiated and executed.

7.5 Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered., it shall be the responsibility of the successful firm to immediately notify DHC in writing specifying the regulation which requires the alteration. DHC reserves the right to accept any such alternation, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to DHC.

7.6 Non-Conformance to Conditions/Specifications/Scope of Services

Where relevant, services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the firm's expense. Services not provided in accordance with the Scope of Services may result in the firm being found in default. In the event of default, all procurement cost may be charged against the firm. Any violations of these stipulations may result in the firm's name being removed from DHC's Statement of Qualifications mailing list.

7.7 Assignment or Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of DHC. Claims for sums of money due, or to become due from DHC pursuant to the contract, may be assigned to a bank, trust company or other financial institution. DHC is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting is attempted in the absence of the firm obtaining DHC’s prior written consent of the contract.

7.8 Availability of Records

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), DHC, and any duly authorized representative of each, shall have full and free access to, and the

right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices, papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

7.9 Patents – Licenses and Royalties

The successful firm shall indemnify and hold harmless DHC and DHC's commissioners, employees, and agents from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by DHC. If the vendor uses a design, device or material covered by letters, patent or copyright then the proposal prices shall include all royalties or cost resulting from the use of such design, device or materials involved in the work. Further, all residual rights to Patents, Licenses and Royalties (e.g., software and license to sue same purchased) shall revert to DHC at the end of the Agreement.

7.10 Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold DHC harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

7.11 Taxes

The successful firm is responsible for all state, local and federal payroll and/or social security taxes. The firm shall hold DHC harmless in every respect against tax liability.

7.12 Advertising

In submitting a Statement of Qualifications, the firm and their consultants agree not to use the results as a part of any commercial advertising.

7.13 Insurance

a. Insurance – The selected firm shall maintain at its expense during the term of the Contract the following insurance.

   i) Worker's Compensation Employer's Liability of $500,000 per accident; $500,000 each disease; and $500,000 for each disease/each employee.

   ii) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) in an amount not less than $5,000,000 per occurrence and $5,000,000 aggregate.

   iii) Professional Liability Insurance in the amount of $1 million.

   iv) General Liability Insurance in the amount of $5,000,000 per occurrence and $5,000,000 aggregate.

The DHC shall be named as additional insured on all policies.

b. Waiver – The selected firm shall not hold the DHC liable for any personal injury incurred by their respective employees, agents or consultants, contractors or subcontractors while working on this Project. The firm agrees to hold DHC harmless from any such claim by its employees, agents, consultants, contractors or subcontractors, unless a Court having jurisdiction finds there is gross negligence of an employee of DHC while acting within the scope of their employment.

c. Qualification – The insurance company covering the firm must be licensed to do business in the State of Michigan and have a Best's Guide rating of "A+" or higher.

7.14 Proof of Liability Insurance

The successful firm shall furnish to DHC a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with DHC. DHC must be listed as an additional insured.

7.15 Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employee's competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

7.16 Removal of Employees

DHC may request the successful firm to immediately remove from assignment to DHC and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of Duty.

2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.

3. Theft, vandalism, immoral conduct or any other criminal action.

4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances while on assignment at DHC.

7.17 Supervision

The successful firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to DHC prior to contract start. The firm or his designated representative shall be readily available to meet with DHC personnel. The successful firm shall provide the telephone numbers, addresses and email addresses where its representatives) can be reached.

7.18 Performance Evaluation Meeting

The selected firm shall be readily available to meet with representatives of DHC weekly the first month of the contract and as often as necessary to resolve any and all performance problems identified at these meetings.

7.19 Disputes

a. Issues Causing Protest – Any respondent which disputes the reasonableness, necessity, or competitiveness, of the terms and conditions of this solicitation or who has been adversely affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the contact person listed in the solicitation.

b. Filing the Protest – The respondent must first advise the contact person listed in the solicitation in writing within 48 hours after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice with the contact person listed in the solicitation.

c. Content of Formal Written Notice – The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:

i) The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by DHC's notice of intended or actual award.

ii) A statement of how and when the respondent filing the protest received notice of the bid solicitation or notice of intended or actual award.

(iii) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.

iv) A concise statement of the ultimate facts alleged, as well as DHC's policies, which entitle the respondent filing the protest to relief.

v) A demand for relief that the respondent deems themselves entitled.

vi) Any other information which the respondent contends is material.

d. Response to Protest – Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The Chief Executive Officer (CEO), with the recommendation of either the Director of Real Estate Development or Procurement Manager, if deemed necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above-mentioned delay to avoid material increased costs. This written documentation will specifically detail the facts underlying the CEO’s decision and will constitute final agency action.

e. Informal Resolution – Upon receipt of the formal written notice of protest or intent to protest, the Review Team must attempt to resolve the protest on an informal basis. The Review Team will have seven (7) days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the CEO.

f. Resolution – The CEO may request such information pertaining to the matter, as the CEO deems appropriate. Within seven (7) days of the date that the formal written protest is referred to the CEO, the Respondent will be notified of the CEO's decision, which shall be final.

7.20 Federal, State and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by DHC to comply with all Federal, State and local law reporting requirements.

7.21 Nondiscrimination

The firm agrees that it will abide by federal, city ordinances and state laws incorporated by reference with this RFQ on MITN/BidNet Direct.

7.22 Section 3 Clause

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All Statement of Qualifications must also include a Compliance Plan for Section 3 requirements.

7.23 Project Personnel

Except as formally approved by DHC, the key Statement of Qualifications shall be for the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to DHC and approved, which approval shall not be unreasonably denied.

7.24 Payment

To the extent required and pursuant to the schedule of deliverables in accordance with the eventual Development Agreement negotiated by the parties, any payments made between DHC and the selected Developer/Development Team will be in a form approved by DHC's Board of Commissioners.

7.25 Notices

All written notices required to be given by either party under the terms of the awarded contract shall be addressed to the firm at their legal business residence provided in the contract. Written notices to DHC shall be addressed as provided in the contract.

7.26 Cancellation, whether before or after a Development Agreement is negotiated

Regardless of any default, DHC may also at any time, in its discretion, cancel the contract or negotiations in whole or in part. In the event of cancellation, the firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

7.27 Laws

The contract shall be governed by the laws of the State of Michigan and applicable federal law.

7.28 Contract Documents

Written contract documents will be prepared by DHC. Modifications may be adopted based on final negotiations and specific requirements of the contract under this RFQ.

7.29 Travel

All travel and miscellaneous expenses will be borne by the firm.

7.30 Holidays

Each year DHC observes the following Holidays. No service will be performed on these dates unless specifically approved by DHC in writing.

- New Year's Day
- M.L. King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- New Year's Eve
- Presidential Election Day

7.31 Contract Award

The Contract for the selected Developer for the Villages at Parkside shall be subject to the approval of the U.S. Department of Housing and Urban Development.

APPENDIX: RESIDENT ENGAGEMENT RESULTS

Ten residents and one interested non-resident attended and participated in the community engagement event at the community center/management office building at 5000 Conner on Saturday, October 15, 2022.

The event opened with approximately 45 minutes of combined introductory remarks and an open-format question-and-answer session. Afterward, residents received instructions on three activities with the goal of generating, evaluating, and prioritizing ideas for the RFQ process to meet the community's desires and expectations. For the first activity (generating ideas), the attendees were split into three groups (two groups of four people and one group of three people). The groups moved to tables next to wall-mounted boards with the headings "Qualities I want in a developer," "Commitments, services, or benefits the developer should provide," and "Other ideas." They had 15 minutes to brainstorm as many ideas as possible and to write them underneath the headings.

After the fifteen minutes, all the boards were collected onto a single wall and grouped by header (for instance, all three "Other ideas" sheets were next to each other). Attendees then each received six green stickers and were asked to evaluate and vote on their top favorite ideas; they were allowed to place more than one sticker by an idea. All the ideas generated are listed below and sorted by header; the number is the count of sticker-votes each idea received. Ideas in bold were the items which received the most votes overall.

Qualities I want in a developer	
4	**Proven track record of keeping residents engaged and informed of the process/project**
4	**Sufficient Communication**
4	**Proven track record or experience[d] team who have worked with public housing or low-income residents**
3	Proven track of partnering with existing on-site community-based organization
2	Developing based on safety with[in] the development
2	Open communication, approachable (friendly)
2	Do things right
1	Experience in working with communities like ours
1	Different designs, interest in seniors and youth (building designing)
1	Having our best interest in heart
1	Trustworthy
1	Adaptable to change
1	Proven track record of hiring and training residents for predevelopment through property management jobs
0	Respectful
0	Consider [i.e., considerate]

Commitments, services, or benefits the developer should provide	
3	Lighting (bright light)
3	Gated area
3	Commitment to partner with existing on-site community-based organization

2	Commitment to train and hire residents from predevelopment to ongoing property management
1	Security (drive around; booth guard)
1	Grounds upkeep/backyard fences
1	Jobs for residents
1	Parking: continue to function while construction is going on
0	Training
0	Open to different ideas
0	Reassuring information
0	Commitment to keep residents engaged and informed of the process/project

Other ideas	
5	**Recreation facility (multipurpose room)**
5	**More handicapped units**
3	Open space units [it is unclear whether residents meant units that open onto outdoor open space, or if they meant larger units]
3	Be insulated units
3	Seniors and residents with disabilities should have mail chutes in doors
2	More activities and play areas for children
2	Resource center [i.e., referral hub for social services and job opportunity]
1	Designated area for children while parents are attending community meetings (child/day care)
0	Dedicated area (housing) for seniors
0	More storage in units [response added on an index card]

Voting with stickers directly on the boards gave residents an opportunity to review and to become familiar with the full range of ideas that the three groups developed. Attendees then were asked to prioritize these ideas. They received instructions to write their top three priority items on index cards. They were not instructed to rank the items, so we assigned one point per item for every time it appeared on an index card, regardless of order. After the event was over, we grouped similar ideas by common theme, indicated by square brackets below, and summed those items' points into a single group score.

The following items were listed as resident priorities on index cards:

7 [Security features built into the neighborhood design]
- 4 Lighting (bright light)
- 2 Security (drive around; booth guard)
- 1 Gated area

6 [Meeting the needs of disabled residents]
- 2 Seniors and residents with disabilities should have mail chutes in doors
- 4 More handicapped units

6 [Quality communication]
- 2 Proven track record of keeping residents engaged and informed of the process/project
- 2 Open communication, approachable (friendly)
- 2 Sufficient Communication

5 [Providing sufficient recreation opportunities on-site]
- 3 Recreation facility (multipurpose room)
- 2 More activities and play areas for children

4 [Treating residents and their desires with respect and dignity]
- 1 Do things right
- 1 Having our best interest in heart
- 2 Proven track record or experience[d] team who have worked with public housing or low-income residents

2 Proven track record of hiring and training residents for predevelopment through property management jobs

2 [Engaging existing CBOs]
- 1 Proven track of partnering with existing on-site community-based organization
- 1 Commitment to partner with existing on-site community-based organization

1 Commitment to train and hire residents from predevelopment to ongoing property management

1 Open space units [it is unclear whether residents meant units that open onto outdoor open space, or if they meant larger units]

The following items did not appear on any index cards as priority items:

Developing based on safety with[in] the development
Experience in working with communities like ours
Different designs, interest in seniors and youth (building designing)
Trustworthy
Adaptable to change
Respectful
Consider [i.e., considerate]
Grounds upkeep/backyard fences
Jobs for residents
Parking: continue to function while construction is going on
Training
Open to different ideas
Reassuring information
Commitment to keep residents engaged and informed of the process/project
Be insulated units
Resource center [i.e., referral hub for social services and job opportunity]
Designated area for children while parents are attending community meetings (child/day care)
Dedicated area (housing) for seniors
More storage in units

At the event, DHC committed to incorporating the top resident ideas as requirements for respondents under this RFQ. To honor this promise, the following top ideas have been made requirements:

Resident Idea	As implemented	Where
Proven track record of keeping residents engaged and informed of the process/project	At the community engagement event held October 15, 2022, residents made it clear that continuous and accessible communication is key to building and maintaining a trust-filled relationship with the selected developer. Therefore, describe how your team has communicated consistently to residents or community stakeholders and offered them opportunities to be engaged throughout your past projects.	B.1
Sufficient Communication	Explain your team's anticipated methods of communicating project process with residents and nearby stakeholders, and how you would receive and process community input.	B.1
Proven track record or experience[d] team who have worked with public housing or low-income residents	Detail your team's experience working with low-income (60% AMI and below) affordable housing and residents thereof.	A.2
Recreation facility (multipurpose room)	Commit to provide recreation facilities and at least a multipurpose room in the redeveloped project.	D
More handicapped units	Commit to developing more handicap-accessible units than Parkside presently provides.	D
Bright lighting and security features (such as security driving around, booth guard, and/or a gated area)	As part of a resident engagement process, explore design solutions and/or business operations to increase safety in the redeveloped project. Potential solutions may include sufficiently bright lighting (where appropriate - e.g., not directly into bedrooms), security staff present on-site either in a booth or driving around, or gated areas where appropriate or necessary (e.g. around children's play areas).	D

DETROIT HOUSING COMMISSION

File No. H732

The Villages at Parkside Redevelopment

Attachments:

Attachment I – Section 3 Clause

Attachment II – Non-Discrimination Clause

Attachment III – HUD Forms

a. HUD 5369-b
b. HUD 5369-c
c. HUD 5370-c
d. HUD 2530

DHC FILE NO. H732

ATTACHMENT I

Section 3 Clause

DETROIT HOUSING COMMISSION
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS
With Updated Final Rule
SECTION 3 CLAUSE/REQUIREMENTS

I. OVERVIEW

As an entity that receives funding from HUD, DHC is obligated to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) as implemented through 24 CFR Part 75 Subpart A: 75.1-75.7; Subpart B: 75.9-75.17; Subpart C: 75.19-75.27; Subpart D: 75.29-75.33. The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to Low and Very-Low Income Persons, particularly those who are recipients of HUD housing assistance. The complete DHC Section 3 Policy may be obtained by contacting the Detroit Housing Commission's Procurement Department at 1301 E. Jefferson, Detroit, Michigan 48207, Telephone (313) 877-8643.

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

II. MANDATORY SECTION 3 CLAUSE FOR ALL CONTRACTS

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 impediments 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an 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. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. 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.

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

III. Implementation Plan for Compliance with Section 3 Requirements

Contractors shall demonstrate compliance with the ‘‘greatest extent feasible’’ requirement of Section 3 by implementing one of the following:

PHAs will be considered to have complied with Section 3, absent any contrary evidence, if they:

1. Certify that they have followed the prioritization effort in 24 C.F.R. Part 75.9 as stated above; **and**
2. Meet or exceed the applicable Section 3 Benchmarks.

Safe Harbor Benchmarks, 24 C.F.R. Part 75.13:

"5 in 25" Benchmarks: for projects receiving public housing financial assistance funds compliance is met when the number of hours performed over a year include the following workers:

Section 3 worker labor hours ≥ 25% labor hours performed
Total Labor hours *

AND

MUST BE INCLUDED WITHIN THE TOTAL:

Targeted Section 3 worker labor hours ≥ 5%
Total Labor hours*

Definitions:

Section 3 Worker: A worker who is currently or when hired fit at least one of the following:
* The worker's income for previous or annualized calendar year is below the income limit established by HUD
* The worker is low- or very low-income
* The worker is a YouthBuild Participant

Section 3 Targeted Worker: A worker who is also:
* Employed by Section 3 Business Concern
* Worker who is currently or was when hired by the worker's current employer, as documented within the past 5 years:
- Resident of public housing or Section 8 Recipient
- Resident of other projects for Section 8 managed by the PHA
- YouthBuild Participant

Section 3 Business Concern: A business concern meeting at least one of the following criteria, documented within the past six-month period:
* 51% or more owned by low- or very low-income persons; or
* 75% or more labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
* 51% or more owned by current residents of public housing or Section 8 assisted housing.

DETROIT HOUSING COMMISSION
SECTION 3 COMPLIANCE PLAN
CONTRACTOR'S ACKNOWLEDGMENT AND AGREEMENT

Name of Company: _____

Solicitation or File No._____

Description of Services or Work. _____

_____

Please indicate you firms proposed methodology for compliance with Section 3; you may select one or more methods of compliance.

1. ❑ Contractor's employees total labor hours performed in a fiscal year meet the following benchmark:

   Section 3 worker labor hours ≥ 25%
   Total Labor hours *
   AND

   MUST BE INCLUDED WITHIN THE TOTAL:

   Targeted Section 3 worker labor hours ≥ 5%
   Total Labor hours*

2. ❑ Becoming a Section 3 Certified Business Concern by meeting one of the following requirements:

   - Contractor is at least 51 percent owned by low- or very low-income persons;

   - Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons.

   - Contractor is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.

THIS IS A REQUIRED DOCUMENT FOR ALL DHC PROCUREMENTS EXCEPT CONTRACTS FOR SUPPLIES, MATERIALS, AND PROFESSIONAL SERVICES.

Each bid **must** provide an implementation plan in narrative form that identifies the chosen method of compliance and the supporting evidence for that compliance method. Additional guidance and documents for each method can be found at www.dhcmi.org. or by calling the DHC Procurement Department at 313-877- 8090.

❑ Specific Implementation plan is attached. (See attached form for guidance). Additional sheets may be included as necessary) Bids submitted without an implementation plan may be considered non-responsive and may be rejected).

DHC FORM S3-1
SECTION 3 CONTRACTOR COMPLIANCE

Contract/Solicitation Name or Number: _____

☐ Contractor ☐ Subcontractor Name of Business: _____

All DHC Contractors for Section 3 covered contracts must submit this form and supporting documentation if required.

Section 3 mandates, that to the greatest extent feasible, training, employment and other economic opportunities generated by HUD funds be directed to low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons.

All solicitation responses must provide the following Section 3 Contractor Compliance to outline how they will, to the greatest extent feasible, meet the regulations of Section 3.

Part I: Current Status as a Section 3 Business ConcerN

☐ We are a Section 3 business concern. Attach DHC Form S3-2: Section 3 Business Certification.

☐ We are not a Section 3 business concern. Attach DHC Form S3-2: Section 3 Business Certification.

Part II: Hiring

☐ We do foresee the need to hire new employees to complete this project. Every effort to ensure 25% of labor hours performed are completed by Section 3 residents.

☐ We do not foresee the need to hire employees to complete this project.

☐ We elected one of the other four DHC methods of compliance.

Part III: Subcontracting

☐ We do foresee the need to subcontract to complete this project. Every effort will be made to ensure that 10% or more of the total dollar amount of this contract for building trade contacts, and 3% or more of the total dollar amount of this contract for non-building trade contacts, is awarded to Section 3 business concerns in order of priority.

☐ We do not foresee the need to subcontract in order to complete this project. Should the need arise to subcontract every effort to provide contracting opportunities to Section 3 business concerns in order of priority shall be made to the greatest extent feasible according to the numerical goals.

Part IV: Training

☐ We do foresee the opportunity to provide training over the course of this project consistent with 24 CFR Part 75 in the area of Section 3 residents.

☐ We do not foresee the opportunity for training to during this project. Should the opportunity arise to train, other economic opportunities may be substituted upon DHC approval according to the numerical goals.

Part V: Efforts That Will be Taken to Comply With the Requirements of Section 3

Select every effort to be utilized should the need arise for hiring, training or contracting. Every effort, in order of priority, will be made to the greatest extent feasible.

DHC FORM S3-1
SECTION 3 CONTRACTOR COMPLIANCE

Check all efforts for Section I and Section II.

Section I: Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

Incorporate into the contract a specific percentage of labor hours to be performed by Section 3 workers to be trained or employed.

Establish training programs.

Advertise the training and employment positions by distributing and posting flyers at DHC sites.

Advertise the training and employment positions through local media, community television networks, newspapers, and radio advertising.

Contact resident councils or other resident organizations to assist in notifying residents of the training and employment positions to be filled.

Sponsor a job information meeting (job fair).

Arrange for a location on site where job applications may be delivered and collected.

Conduct job interviews and complete job applications on site.

Contact HUD Youthbuild programs and request their assistance in recruiting program participants.

Employ a Tenant coordinator.

Maintain a file of eligible qualified Section 3 residents for future employment positions.

Continued job training efforts as may be necessary to ensure the continued employment of S3 residents previously hired for employment opportunities.

Section II: Examples of Efforts to Award Contacts to Section 3 Business Concerns

Utilize procurement procedures for Section 3 business concerns.

Consider previous experience of Section 3 compliance.

Contact business assistance agencies, minority contractors associations, and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals.

Advertise contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information at DHC sites.

Provide written notice to all known Section 3 business concerns of the contracting opportunities.

Coordinate pre-bid meetings and workshops at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

Contact agencies administering HUD Youthbuild programs and notifying these agencies of the contracting opportunities.

Advertise the contracting opportunities through trade association papers and newsletter, the local media, community television networks, newspaper of general circulation, and radio advertising.

Develop a list of eligible Section 3 business concerns.

Establish or sponsor programs designed to assist residents of public housing in the creation and development of resident-owned businesses.

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his/her knowledge and there is no willful intent to mislead or commit fraud.

Signature: _____ Title: _____

Print Name: _____ Date: _____

DHC FORM S3-2
SECTION 3 BUSINESS CERTIFICATION

Contract/Solicitation Name or Number: _____

☐ Contractor. ☐ Subcontractor Name of Business: _____

Trade/Type of Service/Work Performed: _____

Address of Business: _____
Physical Address City State Zip

Mailing Address (if different): _____
Mailing Address City State Zip

Business Phone: _____ Fax: _____

Email: _____ Website: _____

Type of Business: Corporation Partnership Sole Proprietorship Other: _____

Select the Section 3 business concern type you are claiming (A, B, C or D) and attach the required supporting documentation. IMPORTANT: Preference must be maintained for the entire contract or the contract will be in non-compliance and at risk of termination.

A. It is at least 51 percent owned by low- or very low-income persons.

Attach DHC Form S3-4: Section 3 Resident Certification for each owner claiming a Section 3 resident status.

I am a DHC public housing resident or Section 8 HCV resident; or

Attach proof of participation in a public assistance program; or other: _____

Attach the following documentation for business entity type, as applicable:

Copy of Articles on Incorporation
Partnership Agreement
Assumed Business Name Certificate
Additional documentation, as necessary
List of owners/stockholders and percentage of ownership of each

B. Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons.

Attach DHC Form S3-3: Existing Employee List. List all current full-time employees; hire date, and whether they are eligible for Section 3 resident status.

Attach DHC Form S3-4: Section 3 Resident Certification for each Section 3 eligible employee.

C. It is a business at least 51 percent owned by current public housing residents or residents who currently live in housing choice voucher-assisted housing.

Attach DHC Form S3-2: Section 3 Business Certification for each subcontractor claiming to be a Section 3 business concern and required supporting documentation.

D. I am not a Section 3 Business Concern.

Attach DHC Form S3-3: Existing Employee List. List all current full-time employees; hire date, and whether they are eligible for Section 3 resident status

The undersigned company does swear or affirm that the information on this form is true and correct to the best of his/her knowledge official and there is no willful intent to mislead or commit fraud.

Signature: _____ Title: _____

Print Name: _____ Date: _____

DHC FORM S3-3
EXISTING EMPLOYEE LIST

Contract/Solicitation Name or Number: _____

☐ Contractor ☐ Subcontractor Name of Business: _____

Total No. of Employees: _____ Total No. of Section 3 Residents: _____ _____ % of Employees are Section 3 Residents

List all current employees, specifically those who will work on the above listed DHC project. If the contractor has claimed Section 3 status due to its staff, at least 75% of the labor hours must be performed by low- to very low-income persons. A list or spreadsheet may be attached in lieu of this form; however please indicate which employees are Section 3 residents.

Employee Name & Address	Hours	Job Classification/Title	Section 3 Resident
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No

Contractor must collect DHC Form S3-4: Section 3 Resident Certification for each Section 3 eligible employee.

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of his/her knowledge and there is no willful intent to mislead or commit fraud.

Signature: _____ Title: _____

Print Name: _____ Date: _____

DHC FORM S3-4
SECTION 3 RESIDENT CERTIFICATION

The purpose of HUD's Section 3 program is to provide employment, training and contract opportunities to low-income individuals whose household income is less than 80% of the area median income. Section 3 requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons.

All residents of DHC public housing developments and DHC's Housing Choice Voucher holders (Section 8) qualify as Section 3 residents. Additionally, individuals residing in the Detroit-Warren-Livonia MFA whose household income falls below HUD's income limits set forth below can qualify as Section 3 residents.

Income Eligibility Guideline (FY 2022 HUD Income Limits)		
Number in Household	Low Income (80%)	Select Eligibility
1	$50,150 or less	
2	$57,300 or less	
3	$64,450 or less	
4	$71,600 or less	
5	$77,350 or less	
6	$83,100 or less	
7	$88,800 or less	
8	$95,550 or less	
I have not met the above criteria for Section 3 Resident status.		

Select County of Residence	
Lapeer	
Macomb	
Oakland	
St. Clair	
Wayne	
N/A	
Are you a resident of:	
Public Housing	
HCV (S8) Housing	
N/A	

Name: _____

Address: _____
Physical Address City State Zip

Mailing Address (if different): _____
Mailing Address City State Zip

Phone: _____ Email: _____

Check all that apply:

I am interested in training and employment opportunities:

Please attach resume.

Release of information: I herby authorize the Detroit Housing Commission to release this information to Section 3 Contractors/Vendors for employment and training opportunities. I understand that the Housing Authority staff will regard this information as personal and confidential and will use said information for the sole purpose of assisting me with obtaining employment and/or training opportunities.

I am applying for an employment opportunity with the Detroit Housing Commission:

Position/Title: _____ Job No: _____

DHC's Section 3 Plan provides Section 3 residents preference in the hiring process so long as they are qualified for the position for which they are applying. Any applicant falsely claiming a Section 3 preference will immediately be removed from consideration of employment and may be ground for termination of any employment or contract that has resulted from a false certification.

I am an employee of a DHC Contractor DHC Subcontractor. Are you a new hire? Yes No

Contract/Solicitation Name or Number: _____

Employer: _____ Hire Date: _____

Position/Title: _____ Registered Apprentice Yes No

I certify that I have voluntarily provided the above information. I understand that false statements or information is punishable under federal law.

Signature Print Name Date

DHC FILE NO. H732

ATTACHMENT II

Non-Discrimination Clause

H732-Attachment II

Non-Discrimination

In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII) 42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, Executive Order 11246 (September 24, 1965) as amended, the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

In addition, the Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(End of Attachment II)

DHC FILE NO. H732

ATTACHMENT III

a. HUD 5369-b
b. HUD 5369-c
c. HUD 5370-c
d. HUD 2530

Instructions to Offerors Non-Construction

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

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) 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)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and UrbanDevelopment
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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 an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 $150,000 - use Section I**;
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $150,000 - use Section II**; and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $150,000 – use Sections I and II**.

Section I - Clauses for All Non-Construction Contracts greater than $150,000

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 been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/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 Braille 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 know ledge that such employees otherwise are able to access the electro nically posted notices. Electronic notices for employees must be post ed 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 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

OMB Approval No. 2502-0118
(Exp. 11/30/2022)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects *(See instructions)* Reason for submission:		**For HUD HQ/FmHA use only**	
1. Agency name and City where the application is filed		**2**. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount $	**4**. Number of Units or Beds	**5**. Section of Act	**6**. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	**8 Role of Each Principal in Project**	**9. SSN or IRS Employer Number (TIN)**

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6.None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8.Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	**Signature of Controlling Participant**	**Certification Date (mm/dd/yyyy)**	**Area Code and Tel. No.**
This form prepared by (print name)		**Area Code and Tel. No.**	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experience"**.

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation **Yes**	**No**	**If yes, explain**	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other (attach memorandum)

Signature of authorized reviewer	Signature of authorized reviewer	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.
Purpose: The information collected by form HUD-2530 is required for principals applying to participate in multifamily programs to become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility, and eligibility.
Routine Use: The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.
Disclosure: Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.
SORN ID/URL:https://www.govinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf

Public reporting burden for this collection of information is estimated to average three 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.