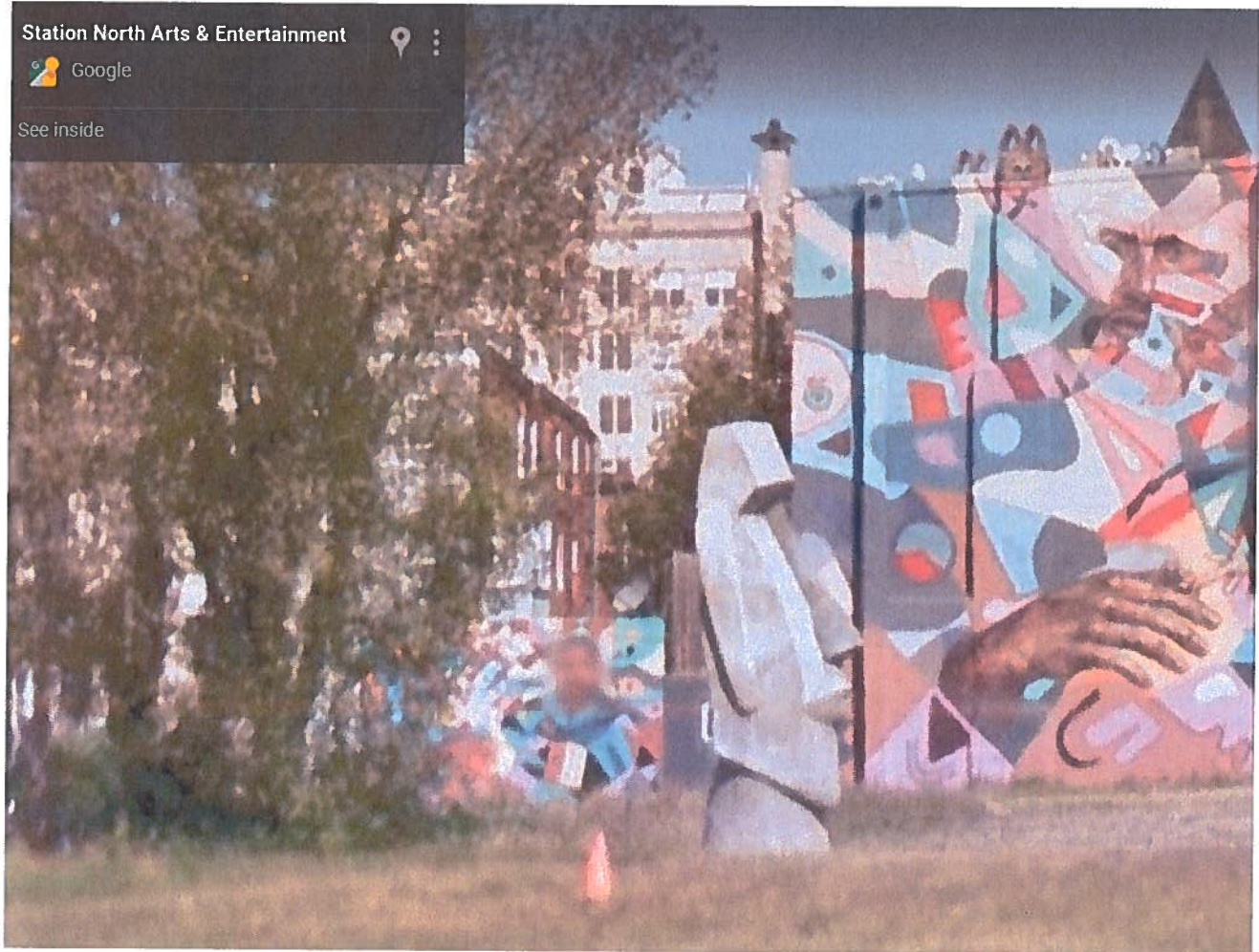
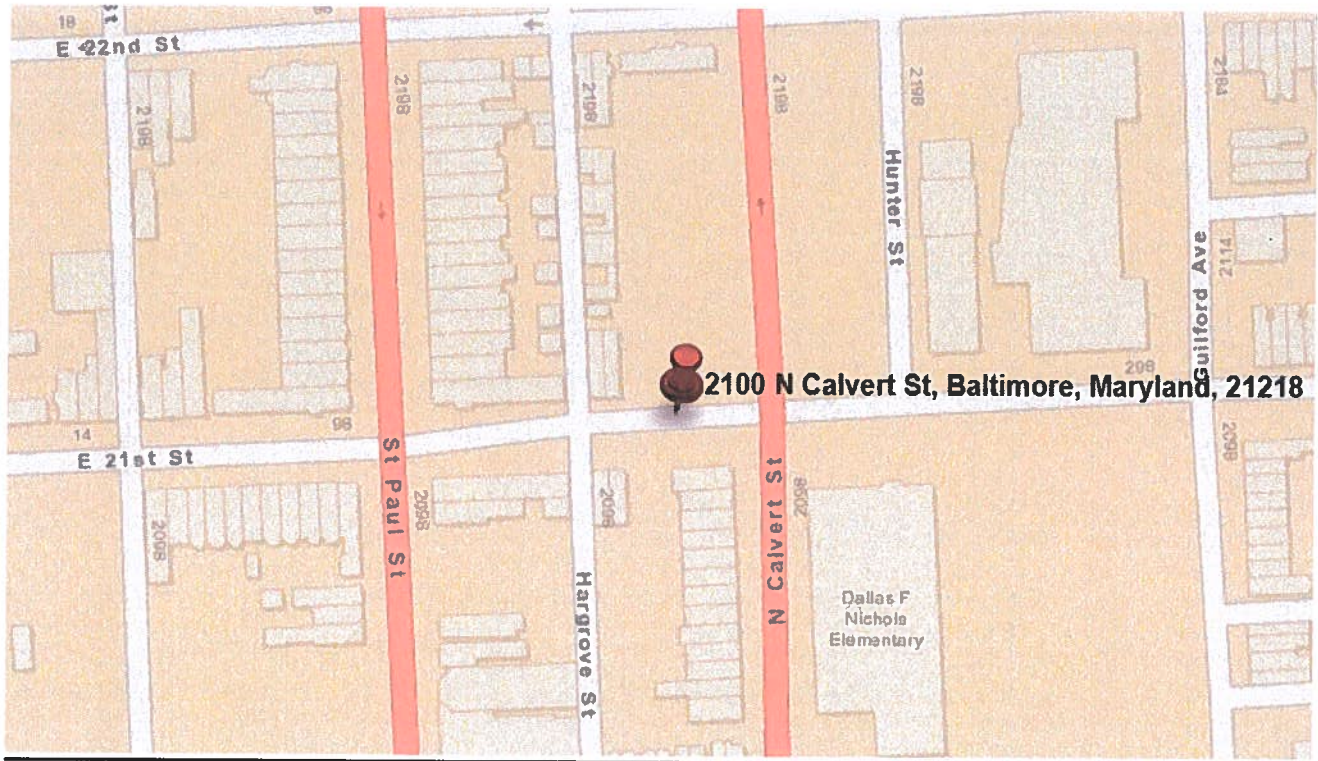


**HOUSING AUTHORITY OF BALTIMORE CITY
REQUEST FOR PROPOSALS
RFP NUMBER: B-1921-20**

RFP FOR NEW CONSTRUCTION DEVELOPMENT IN CENTRAL BALTIMORE



Above: a view of the development site looking north, located in the Station North A&E District of Central Baltimore.



Above: the major roadways closest to the development site are East 21st, East 22nd, North Calvert and Saint Paul Streets.



An aerial view of the development site (western side of the 2100 block of N. Calvert Street).

HOUSING AUTHORITY OF BALTIMORE CITY
REQUEST FOR PROPOSALS
RFP NUMBER: B-1921-20

RFP FOR NEW CONSTRUCTION DEVELOPMENT IN CENTRAL BALTIMORE

1. INVITATION

The Housing Authority of Baltimore City (“HABC”) through this Request for Proposals (“RFP”), seeks a development partner with HABC or its instrumentality, Baltimore Affordable Housing Development, Inc., in a newly constructed development on the 2100 block of North Calvert Street (western side of the street only).

2. SCOPE OF SERVICES

HABC expects that proposals will contemplate new housing opportunities for residents that will further enhance Calvert Street’s reputation as a welcoming entryway to Central Baltimore.

Respondents under this RFP are expected to be able to provide development, construction, financing and property management services for the site being offered in this solicitation. Respondents should consider their organizational capacity, core competencies in the real estate industry and areas of expertise, past performance with improving HABC property, proposed building types and resident population, and current workload when submitting proposals under this RFP.

Respondents will be expected to obtain all financing for the transaction; engage all consultants and contractors; provide all guarantees; hire and supervise all property management firms; and oversee and manage the financing and construction processes. *Respondents should not assume that HABC or its non-profit instrumentality will serve as a subordinate lender on this transaction.*

It is HABC’s intent to enter into an agreement with a development partner to improve the property under the Moving to Work (“MTW”) Demonstration authority provided by HUD. It is HABC’s goal to improve the quality of life for Baltimore residents with low, moderate and very low incomes.

The development partner will be responsible for: secure financing commitments from lenders and equity investors as necessary; carrying project from commencement to construction completion; and delivering the project in accordance with all applicable regulations. In addition, the development partner will be responsible for developing a management and ownership structure in consultation with HABC and for implementing that structure post-financial closing. The development partner will also be in a position to negotiate with HABC for ownership, development fee and other compensation, all of which will be contingent on successfully bringing the projects to completion, including successful financing and construction.

HABC and/or its non-profit instrumentality Baltimore Affordable Housing Development, Inc. (“BAHD”), seek to enter into a partnership or development agreement based on proposed business terms that are defined in Attachment 8. The following section outlines the parameters of the partnership or development agreement:

- a. Provides shared control and ownership typically seen in LIHTC developer entities (if the selected Developer contemplates an eligible, residential scenario).

- b. Potential HABC responsibilities include:
 - i. Review of the various iterations of the financing models, from conception to closing.
 - ii. Participation in conference calls with lenders and equity investors.
 - iii. Participation in design review and construction oversight meetings.
- c. Shares the typical developer fee commensurate with each partner's share of responsibilities (if the selected Developer contemplates an eligible residential scenario).

If federal grant funds are used to construct the project, please note that Section 504, Uniform Federal Accessibility Standards ("UFAS") and where applicable, the Americans with Disabilities Act ("ADA") will apply to the subject properties.

DEVELOPMENT GOALS

The ultimate goal of the RFP is to foster and maintain healthy communities in Central Baltimore. A guiding principle of the RFP is to maintain design harmony with the Calvert Street corridor and to leverage the investment of the past 10 years with new, quality housing and affordable, neighborhood-serving amenities. *The development partner will be required to facilitate community engagement exercises to meet this goal.* Please see "Section 11: Contents of Proposal" for more detailed information about the technical response required for the community engagement exercises.

The aspiration for the development site is to transform City block number 3811 into a strong neighborhood asset that accommodates current residents of greater Greenmount and Barclay, as well as Midtown, Old Goucher and other communities in Central Baltimore. The project should attract a diverse range of incomes to the Calvert Street corridor. To that end, the development partner will be required to invite the City of Baltimore to participate in its community engagement exercise.

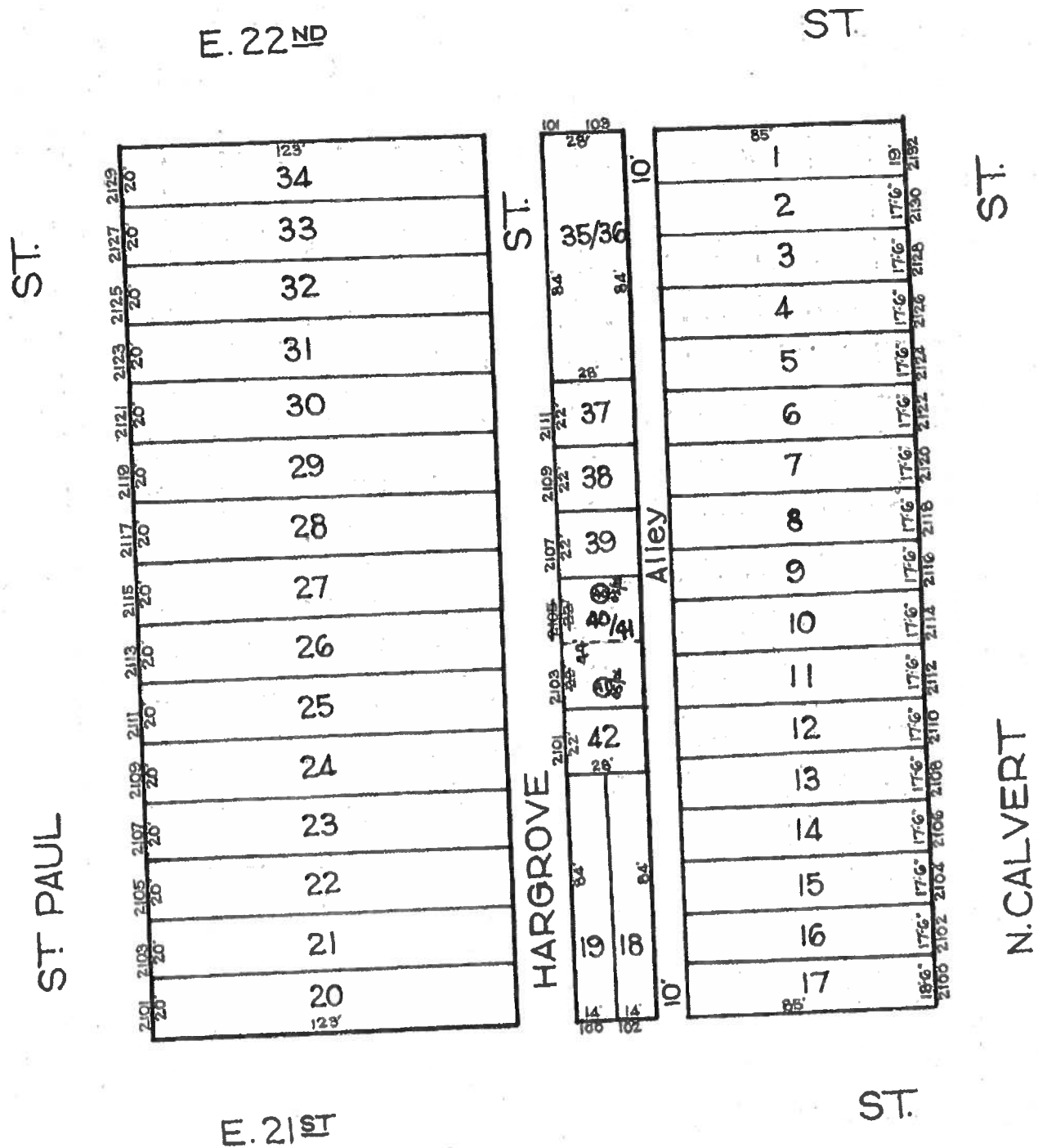
It is HABC's understanding that the State of Maryland government is leading a redevelopment plan process for an adjacent parcel of land/property. Coordination between the State and HABC's development partner is encouraged, but not required.

EXISTING CONDITIONS

The development site is located on City block 3811, also known as the western side of the 2100 block of North Calvert Street. In contrast with the cleared development site on block 3811, a significant portion of the Calvert Street corridor is populated with historic row homes built in the late 1800s. The development site is not subject to the overlay of the Old Goucher National Register District or any Local Historic District guidelines, but proposals for new construction that both respect the existing scale of Calvert Street and leverage recent investments will be strongly considered.

Despite the fact that the Calvert Street corridor is highly traversed by vehicles, its narrow design generally calms northbound traffic and invites pedestrian activity along its sidewalks and intersections. Calvert Street is a traffic artery from the Central Business District through the Mount Vernon Cultural District, Midtown, the Station North Arts & Entertainment District, greater Barclay, Charles Village and Johns Hopkins University's Homewood campus, respectively. The development site is located approximately eight (8) blocks north of Penn Station, which primarily provides MARC commuter rail and AMTRAK service to New York and Washington, DC and points in between.

Each HABC-owned property in this RFP is an unimproved grass lot (please scroll below for an aerial view). The fourteen (14) HABC lots are about 21,000 SF in the aggregate. HABC maintains the site. Some of the lots had structures on them previously. The lot sizes range from approximately 85' by 17'6" to 18'6" (see below enclosed plat map). The development site is zoned R-8.



In addition to the fourteen HABC-owned lots, there are two (2) City-owned lots in the inventory of the Baltimore City Department of Housing and Community Development (“HCD”) that are within the development site (please scroll below for a color-coded block map. Brown lots are HABC-owned and green lots are City-owned). The 2 City-owned lots are also being offered by the City in this RFP.

For additional background information about the City’s lots, please visit Baltimore codeMap: <http://cels.baltimorehousing.org/codemap/codeMapExternal.html> and contact Eric Lee at ericp.lee@baltimorecity.gov

ADDITIONAL DEVELOPMENT CONTEXT

The State government of Maryland owns an adjacent property that it would like to attract investment to for purposes of revitalization in Central Baltimore. The State’s 66,000 square foot parcel on the 2100 block of Guilford Avenue is in the inventory of the Maryland Department of General Services (DGS). Expressions of Interest (EOI) from firms to lead the redevelopment of the 2100 Guilford Avenue property were received by DGS in January 2020.

For further information about status of the State’s solicitation process, please email Cat Mateer at catherine.mateer1@maryland.gov.

DEVELOPER TEAM

No prequalification is necessary to respond to this RFP.

3. THE PROPERTIES:

HABC solicits proposals from firms to redevelop the following sixteen (16) unimproved properties on the 2100 block of North Calvert Street (west curb side only). “MCC” means Mayor and City-Council-owned property.

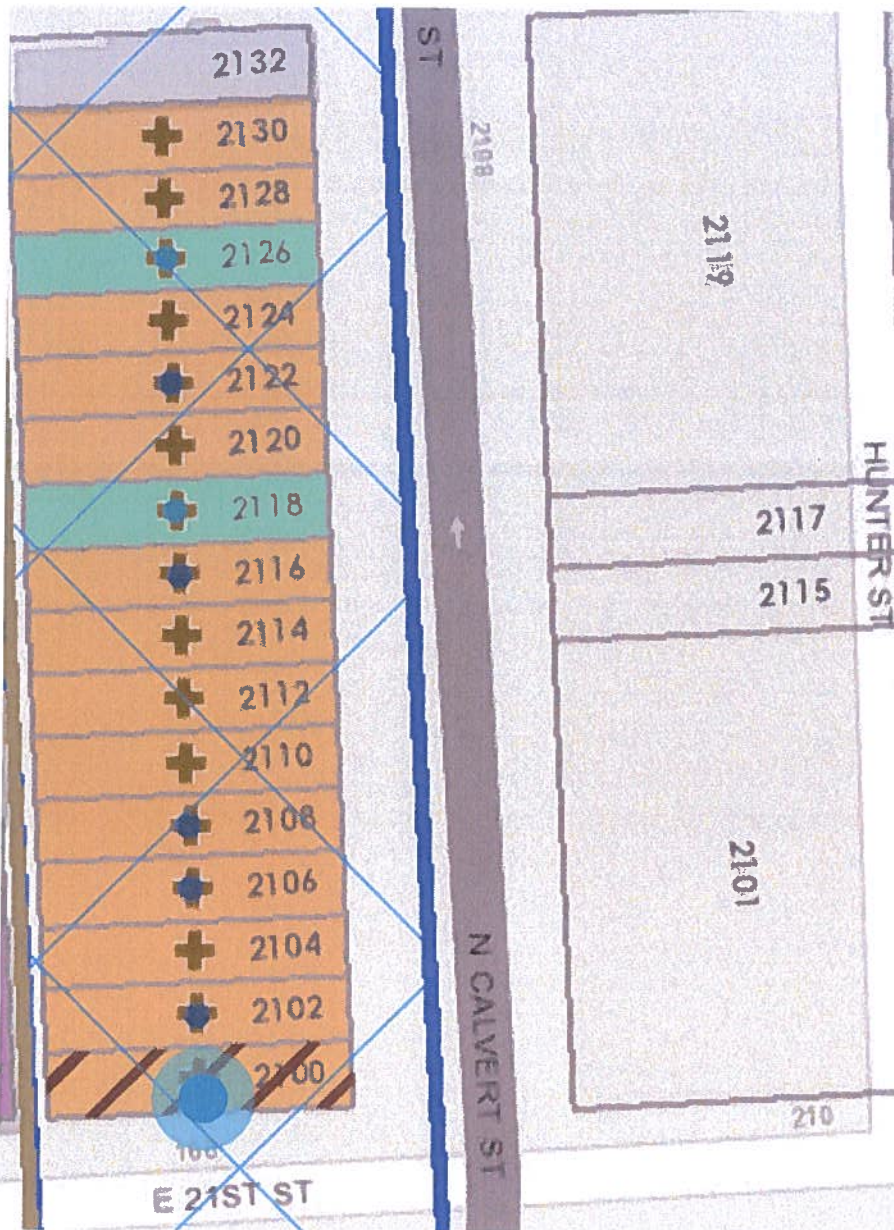
Address	Property type	Current Owner
2100 N Calvert St	Lot	HABC
2102 N Calvert St	Lot	HABC
2104 N Calvert St	Lot	HABC
2106 N Calvert St	Lot	HABC
2108 N Calvert St	Lot	HABC
2110 N Calvert St	Lot	HABC
2112 N Calvert St	Lot	HABC
2114 N Calvert St	Lot	HABC
2116 N Calvert St	Lot	HABC
2118 N. Calvert St	Lot	MCC-Owned
2120 N Calvert St	Lot	HABC

2122 N Calvert St	Lot	HABC
2124 N Calvert St	Lot	HABC
2126 N. Calvert St	Lot	MCC-Owned
2128 N Calvert St	Lot	HABC
2130 N Calvert St	Lot	HABC



A broader aerial view of the development site that features HABC-owned property on the 2100 block of N. Calvert Street.

HABC is enclosing the following information to facilitate the Respondent's preliminary review of the properties. The properties in HABC's inventory are shaded brown. Note that there are two (2) lots intermingled in the site that are shaded green and owned by the Mayor and City Council ("City"). Respondents must engage staff of the Land Resources division of the City's Department of Housing and Community Development (ericp.lee@baltimorecity.gov) to discuss the Mayor and City Council-owned lots for acquisition.





Above: the development site looking southwest. The renovated Van Story high-rise can be seen in the background.

Is this



Above: a view looking northeast. The State-owned property can be seen across the street.

4. PROPOSAL SUBMISSION INSTRUCTIONS

4.1. Procurement Standards

All matters and issues related to this RFP and any contract resulting from the RFP shall be governed by the procurement principles set forth in 2 CFR Part 200, the HUD Handbook on Procurement for Public Housing Agencies, Handbook 7460.8, REV-2 (3/2007); and the Statement on Procurement Policy for the Housing Authority of Baltimore City, and its implementing procedures. In the event of a conflict between this RFP, 2 CFR Part 200 and Handbook 7460.8, REV-2 or HABC procurement policy or procedures, the provisions of 2 CFR Part 200 and Handbook 7460.8, REV-2 shall govern.

4.2. Estimated Selection Timetable

HABC shall utilize the following estimated schedule to review proposals, select a Respondent and award a contract. However, Respondents are advised that any failure on the part of HABC to complete the procurement within the estimated schedule shall not be grounds for a protest or claim by any Respondent.

Action	Estimated Date of Completion
RFP issued	Monday, October 12, 2020
Pre-proposal conference	Wednesday, October 21, 2020
Deadline for submitting written questions	Friday, October 23, 2020
HABC issues written response to questions	Friday, October 30, 2020
Deadline for submitting Letter of Intent	Wednesday, November 18, 2020
Proposal submission deadline	Friday, January 22, 2021
Interviews with respondents	Scheduled as needed.

4.3. Proposal Submission Deadline

HABC must receive the Responder's proposal **by 2:00 p.m., Eastern Time on Friday, January 22, 2021** at the location designated in Section 4.4, below. It is the Respondent's responsibility to ensure that the proposal is delivered by the designated time and date. Proposals which for any reason are not received by HABC within the deadline will not be considered and will be discarded by HABC

4.4. Place of Submission

A hard copy original and five (5) copies of the proposal along with a flash drive, including all required information and certifications, must be submitted in a sealed envelope at the address below. The face of the envelope must contain, in addition to the address below, the RFP title and number. Offers by e-mail, telephone, facsimile, and handwritten proposals will not be accepted by HABC. All proposals must be delivered to:

Housing Authority of Baltimore City
417 East Fayette Street, Suite 414
Baltimore, Maryland 21202
Attention: John Airey, Senior Contract Manager
(410) 396-3261
RFP NUMBER: B-1921-20

4.5. Pre-proposal Conference

A non-mandatory pre-proposal conference will be held via conference call on **Wednesday, October 21, 2020 at 10:00 a.m.** Eastern Time, via **Conference Call Line: 443-984-1696 Conference Code: 0143783**, during which prospective Responders have an opportunity to ask questions concerning this RFP. HABC strongly recommends that prospective Responders participate in this pre-proposal conference.

4.6. Questions or Interpretations

Any requests for interpretation or questions concerning this RFP must be submitted via email to **john.airey@habc.org** and be received by **4:30 p.m. on Friday, October 23, 2020**. Inquiries must reference the RFP number and title (see top of page 1 of this document for number and title). HABC

will compile and distribute all inquiries and responses to all recipients that respond to this RFP. No interpretations shall be considered binding unless provided in writing by HABC.

4.7. Preparation of Proposal

Respondents are expected to examine all elements of this RFP including the Scope of Services, submission requirements, evaluation criteria, equal opportunity compliance requirements, and all instructions prior to preparing the proposal. Failure to do so will be at the Respondent's risk. Offers for services other than those specified will not be considered. All costs incurred, directly or indirectly, by the Respondent including, travel, preparation, submission and miscellaneous expenses, in response to this RFP shall be the sole responsibility of the Respondent and shall be borne by the Respondent. Respondents should make provisions for all costs and expenses related to the performance of the contract in their price proposal and should identify all such costs and expenses in the itemized breakdown of their costs.

4.8. Execution of Proposal

The original proposal must contain the digital signature of an authorized representative of the Respondent. All corrections made on the proposal must be initialed by the authorized representative of the Respondent. The company name must appear on the cover sheet. The proposal must include all documents, materials and information required herein.

4.9. Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected, at the sole discretion of HABC, or withdrawn during any negotiations that are held. If negotiations are not held, or if the best and final offer has been received, the Respondent may be permitted to correct a mistake in its proposal and the intended corrected offer may be considered if such correction would not be contrary to the fair and equal treatment of other Respondents and: (i) the mistake and the intended corrected offer are clearly evident on the face of the proposal; or (ii) the mistake is not clearly evident on the face of the proposal, but the Respondent submits written evidence which clearly and convincingly demonstrates both the existence of a mistake and the intended offer. Mistakes discovered after award shall not be corrected unless the Contracting Officer makes a written determination that it would be disadvantageous to HABC not to allow the mistake to be corrected.

4.10. Attachments

Each writing or other document referred to in this RFP as being attached hereto as an attachment or otherwise designated herein as an attachment hereto is hereby made a part of this RFP. The Respondent is required to complete the certifications and representations attached hereto as part of the proposal package and shall be subject to the requirements therein.

4.11. Confidentiality

There will be no public opening of proposals. All proposals and information concerning same shall remain confidential until all negotiations are complete, and the Notice of Award is issued. Respondents are hereby notified that all proposals received by HABC shall be included as part of the official contract file. Therefore, any part of the proposal that is not considered confidential, privileged or proprietary under any applicable Federal, State or local law, shall be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal.

5.1. SUBCONTRACTING WITH MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:

- 5.1.1. Statement of Policy:** It is the policy of HABC to ensure that Minority Business Enterprises (“MBEs”), and Women-owned Businesses (“WBEs”), as defined in Subsection 5.1.4 below, are provided maximum opportunity to participate in contracts administered by HABC. In accordance with Executive Orders 11625 and 12138 and 2 CFR §200.321. HABC encourages, and takes all necessary affirmative steps to, promote the use of MBEs and WBEs in HABC contracts.
- 5.1.2. Definition of MBE:** For these purposes, an MBE is defined as: (a) any legal entity other than a joint venture, organized to engage in business transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons; and (b) has been certified as an MBE in accordance with Subsection 5.1.4 below. For these purposes, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. Notwithstanding the certification of a firm as an MBE, the ownership and control of such firm must be by one or more persons who meet the definition of minority persons hereinabove, in order for such firm to be considered an MBE.
- 5.1.3 Definition of WBE:** For these purposes, an WBE is defined as: (a) any legal entity other than a joint venture, organized to engage in business transactions, that is at least fifty-one percent (51%) owned by a woman or women who are U.S. citizens and who control or operate the business.
- 5.1.4. MBE and WBE Certification:** Any MBE or WBE proposed by the Responder to be utilized in the proposed contract must be certified as an MBE or WBE by an authorized public body or agency of a Federal, State, or local jurisdiction authorized under the applicable Federal, State, or local laws to make such certifications, in order for participation of such MBE or WBE to be applied toward the proposed MBE or WBE utilization. HABC does not certify MBEs or WBEs but will accept certifications from other authorized jurisdictions which meet the requirements herein stated. All certifications must be current as of the date of the proposal submission deadlines. Notwithstanding evidence of the certification of any firm as an MBE or WBE, HABC reserves the right to: (1) independently verify the status of such firm as an MBE or WBE; (2) review and make a final determination as to the appropriateness of the proposed utilization of a MBE or WBE, based on the a trade or profession for which the MBE or WBE has been certified; (3) reject the proposed use of a MBE or WBE based on non-compliance with the requirements of this Section 5.1; and (4) request additional information from the Responder necessary for HABC’s review.
- 5.1.5. Affiliated Entities.** Subject to 5.1.8, a Responder may not use an affiliated entity towards its MBE or WBE utilization without the prior approval of HABC. For these purposes, business concerns are considered affiliates of each other when, either directly or indirectly, (a) one concern controls or has the power to control the other, or (b) a third-party control or has the power to control both.

5.1.6. Award Considerations:

A Responder that does not document its best efforts to subcontract with minority-owned business and women-owned business enterprises (“M/WBE(s)”) shall be considered non-responsive and ineligible for an award absent clear and concise documentation which describes M/WBE outreach efforts. For purposes of scoring a response to a competitive procurement, the fact that the response documents the Responder’s best efforts to subcontract with M/WBEs shall not, alone, result in any points being awarded to the Responder in the M/WBE scoring category (or otherwise).

If a Responder to a competitive proposal is an MBE or WBE, as defined in Subsection 5.1.4, the Responder’s proposal will be awarded a minimum of ten percent of the total points available for the scoring of the respective proposal. Responders may also obtain points in the M/WBE scoring category for a respective procurement if their proposal reflects that a minority owned business or women-owned business enterprise is a firmly committed partner of, or subcontractor to the responder. If a Responder’s proposal reflects no firm commitments with M/WBEs, either through a partnership or subcontracting, and the Responder is not itself a M/WBE, no points shall be awarded to the Responder in the M/WBE scoring category (a Responder’s commitment to use its best efforts to subcontract with M/WBEs shall not alone entitle the Responder to points during the scoring of proposals).

5.1.7 M/WBE Utilization Plan: The Responder must include the Responder’s M/WBE utilization plan (“M/WBE Utilization Plan”) describing the Responder’s strategy for achieving the M/WBE participation requirements if awarded a contract. The M/WBE Utilization Plan shall include the following:

- (a) A fully completed and executed Prime Contractor M/WBE Statement of Intent attached hereto as Attachment 3, completed for each M/WBE to be utilized in the proposed contract. The Responder shall ensure that the Prime Contractor M/WBE Statement of Intent contains all information therein requested including:
 - (i) The names, addresses, telephone numbers and contact person for each M/WBE that will be performing work on this project.
 - (ii) A specific description of the work to be performed by each M/WBE and the proposed schedule for delivery of services.
 - (iii) The fee structure showing the dollar amount to be awarded to each M/WBE to be utilized, and the total value of each proposed M/WBE subcontract.
- (b) A current and valid M/WBE certification for each M/WBE to be utilized.

5.1.8. Affiliated Entity: For any affiliated entity of the Responder proposed to be used towards the M/WBE utilization, a statement by the Responder disclosing:

- (a) The names and addresses of all persons or concerns exercising control or ownership of the Responder and each affiliated entity;

- (b) Whether or not such persons or concerns exercise such control or ownership as common officers, directors, stockholders holding controlling interest:
- (c) The date each such interest was acquired; and
- (d) The date of formation of such affiliated entity.

5.1.9. Price Reasonableness: HABC will not award a contract to any Responder whose price is deemed by the Contracting Officer to be unreasonable based on accepted government cost principles, irrespective of the Responder's success in meeting the proposed M/WBE utilization for the proposed contract.

5.1.10. Request for Waiver of M/WBE Utilization Plan: A waiver of the M/WBE participation requirements may be granted by HABC, in whole or in part, only upon a reasonable demonstration based upon documentary evidence submitted by the Responder that M/WBE participation was unable to be obtained or was unable to be obtained at a reasonable price. Any actual or prospective Responder that seeks a waiver of the M/WBE utilization must submit a written request for a waiver to HABC on or before the deadline for submitting proposals, with documentary evidence to support such waiver request. Such documentary evidence shall include, at the least:

- (a) Correspondence, records, and other documents showing: efforts made to contact and negotiate with M/WBEs;
- (b) A description of the specifications plans, bonding requirements, anticipated schedule of delivery and other pertinent information provided by the Responder to M/WBEs;
- (c) A list of M/WBEs that responded to solicitations or inquiries by the Responder including contact information of each M/WBE and quotes or proposals submitted by M/WBEs;
- (d) A list of M/WBEs contacted by the Responder and found to be unavailable including addresses and phone numbers of each M/WBE and dates of each such contact; and
- (e) A list of M/WBE directories, trade associations, local minority assistance organizations, and Federal, State and local government small business agencies contacted by the Responder for assistance in locating M/WBEs.

5.1.11. Deadline for Submission of Request for Waiver of MBE or WBE Utilization:

All requests for a waiver of the M/WBE utilization, in whole or in part, and required supporting documentation must be received in writing by HABC no later than deadline for submission of proposals. Any request for a waiver received after the deadline for submission of proposals will not be considered and may render the proposal subject to rejection.

5.1.12. Additional Efforts: In addition to the foregoing requirements, Responders should take the following steps to ensure that whenever possible, subcontracts are awarded to MBEs and WBEs such as the following:

- (a) Placing qualified MBEs, WBEs and small businesses on solicitation lists;

- (b) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs, WBEs and small businesses;
- (c) Establishing delivery schedules where possible, in a manner, which encourages participation by MBEs, WBEs and small businesses;
- (e) Using the services and assistance of the United States Small Business Administration, the Minority Business Development Agency of the United States Department of Commerce, the Housing Authority of Baltimore City Office of Fair Housing and Equal Opportunity ("FH&EO"), the City of Baltimore Office of Minority and Women's Business Opportunity Office ("M/WBOO"), the local minority assistance organizations, and the various State and local government small business agencies. FH&EO is located at 417 East Fayette Street, Suite 401, Baltimore, Maryland 21202 and may be contacted by phone at 410-396-3246. M/WBOO is located at 100 N. Holliday Street, 1st Floor, Room, Baltimore, Maryland 21202 and may be contacted by phone at 410-396-4355.

5.2 Compliance with Section 3 of the Housing and Urban Development Act of 1968

If the project contemplates using federal grant funds in the development budget or the operating budget, the Respondent shall include a plan for complying with the requirements of Section 3. The selected Respondent shall be required to comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and the regulations issued pursuant thereto, as set forth in 24 C.F.R. Part 135, and all applicable rules, directives and orders issued by HUD there under. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment generated by a Section 3 covered contract be given to public housing residents and other low income persons residing in the metropolitan area, and subcontracts in connection with such contracts be awarded to Section 3-covered business concerns which are located in, or owned in substantial part by persons residing in the areas of the Project.

5.2.1. The proposal must include the Respondent's plan for complying with the requirements of Section 3 ("**Section 3 Compliance Plan**") if using federal grant funds and awarded the contract, as described below.

5.2.2. Using PACE to Satisfy Section 3: To assist the Respondent in its effort to comply with the Section 3 requirements (applicable if using federal grant funds as a rental subsidy, for example, in the form of project-based vouchers), Respondents are encouraged to contact the HABC Office of Resident Services, People Accessing Continued Employment Program (P.A.C.E.); and use other employee recruitment services only if P.A.C.E. has no qualified referrals that meet the Respondent's employment, training or subcontracting needs. P.A.C.E. is an employment initiative funded by HABC to provide direct job placement, support services, and post placement support, skills training opportunities, job replacement and job retention services (please see Attachment 5, to be completed by the Respondent).

6. INSURANCE REQUIREMENTS

6.1. Required Coverage

The proposal package must include evidence of the Respondent's ability to provide Worker's Compensation Insurance; General Liability Insurance; Comprehensive Automobile Liability Insurance; and, if applicable to the services requested hereunder, Professional Liability (Errors and Omissions) Insurance. Such insurance shall be procured from a company licensed to do business in the State of Maryland and placed with a carrier possessing an A.M. Best's Rating of B+VI or better and maintained for the entire duration of the proposed contract. Deductible levels shall not exceed \$1,000 per occurrence on any policy. Except for Professional Liability coverage, HABC must be named as an additional insured on all policies and the policy must provide that coverage cannot be canceled without notice to HABC of at least thirty (30) days before the effective date of such cancellation. HABC reserves the right, in its sole discretion, to raise, waive or reduce in limits, any insurance coverage required under the proposed contract.

6.2. Proof of Insurance Upon Notice of Award

Within ten (10) days of the date of the Notice of Award, each selected Respondent shall furnish to HABC a certified copy of the Certificate of Insurance for the policy or policies covering all work or services under the proposed contract as evidence that the required insurance is maintained and in force for the entire duration of the contract. HABC may, at its sole discretion, immediately cancel the contract award without prior notice to a selected Respondent upon any failure to submit timely any or all of the required Certificates of Insurance and any and all other documents required under the proposed contract. In such case, any and all existing agreements between HABC and the selected Respondent shall immediately become null and void upon such cancellation.

7. RESPONDENT RESPONSIBILITY REVIEW

7.1. Review Standards

HABC shall award contracts only to responsible Respondents who have the ability to perform successfully under the terms and conditions of the proposed contract. Therefore, following proposal evaluations, HABC shall assess the responsibility of the highest rated firm prior to award of the contract. HABC's determination of Respondent responsibility shall include, but not be limited to consideration of the following:

- (a) Integrity in resident and stakeholder engagement prior to and during new construction of residential developments, if applicable;
- (b) Compliance with public policy, including compliance with State and local laws, regulations, codes and ordinances;
- (c) Record of past performance in projects facilitated by HABC;
- (d) Ability to start immediately;
- (e) Current volume of projects in development pipeline;
- (f) Financial and technical resources (including balance sheet and ability to secure development financing in Maryland); and
- (g) Eligibility for award of a federally assisted contract (e.g., debarment).

7.2. Request for Additional Information

In assessing the Respondent's capacity for financing and construction of a new development, HABC may request additional information, financial statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Respondent to provide such additional information within the time requested by HABC may render the Respondent ineligible for award.

8. CONTRACT AWARD

8.1. Form of Award

By submitting a proposal, the Respondent agrees if it is issued a written Notice of Award to be bound by a contract whose provisions shall be negotiated immediately after selection. HABC expects to incorporate substantially the same terms and conditions of this RFP including all attachments. However, the Responder's proposed business terms and conditions of the proposal may be rejected by HABC and alternate terms proposed during the contract negotiation. Acceptance of the Respondent's proposal to perform the services specified in this RFP does not constitute HABC's acceptance of any business terms and HABC reserves the right to accept, reject or revise any specific business term.

Respondents are not entitled to rely on any representations by any employee, member, officer, or representative of HABC concerning the contract award until written Notice of Award/Intent to Negotiate a MDA is provided by HABC.

8.2. Reservation of Rights as to Negotiation of All Elements of the Proposal

HABC reserves the right to negotiate all elements of the proposal with Respondents in the competitive range, subject to the prior approval of HUD.

8.3. Basis of Contract Award

Following the evaluation of proposals, HABC shall award the contract to the Respondent whose proposal will be most advantageous to HABC, considering the factors specified in this RFP. HABC will initiate negotiation immediately after award.

8.4. Reservation of Rights as To Contract Award

HABC does not guarantee (i) any minimum amount of a contract awarded hereunder; nor (ii) the extent, quantity or portion of any services to be performed or items to be provided pursuant to an award to any one or all of the selected Respondent(s). Further, HABC may: (a) reject any and all proposals received; (b) waive any minor irregularities or technicalities in proposals received; (c) make a single award or multiple awards under this RFP for the performance of any, all or any combination of the items delineated under the Scope of Services; (d) accept any item or combination of items proposed unless precluded elsewhere in this RFP; (e) amend this RFP as permitted by applicable law; or (f) cancel this RFP in its entirety or any portion thereof.

8.5. Rejection of Materially Unbalanced Proposals

HABC may reject any proposal as unacceptable if it is materially unbalanced.

8.6. No Effect of Reservation of Rights on Contract Formation

HABC's reservation of rights shall in no way affect the formation of a contract upon written notice of award by HABC to the selected Respondent. If multiple awards are made, the intent shall be to make awards which, at the sole determination of HABC, are in its best interest, based on the factors stated in this RFP. HABC makes no guarantees as to the amount of award, if any.

9. CONTRACT TERM

9.1. Contract Term

HABC expects to negotiate a Memorandum of Understanding ("MOU") leading to a Master Development Agreement ("MDA") with the highest-scoring Respondent(s). The contract awarded hereunder shall commence on the date specified in a written Notice to Proceed issued by HABC. If

the parties are unable to agree on material business terms within 45 days of the Notice of Award, HABC reserves the right to terminate negotiations and move to the next highest-scoring Respondent.

9.2. Time and Order of Work

The selected Respondent shall be readily available and capable of immediately assuming all duties involved in the representation of HABC upon award and shall be capable of meeting any and all deadlines. HABC shall issue a Notice to Proceed to the selected Respondent before work may commence.

10. HUD APPROVAL

The Respondent is advised that fee, contract award, contract documents, notice of award, notice-to-proceed, and payment for services may be subject to HUD approval, and withholding of contract approval by HUD shall immediately nullify the contract without liability by either party, irrespective of whether the contract was executed by any one or both parties prior to contract nullification.

11. SELECTION CRITERIA

11.1. Selection Criteria

HABC will rank responses according to the below evaluation criteria, and will negotiate with the Respondent(s) with the highest ranking(s).

All responsive proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel based on the following criteria and weights:

Evaluation Criteria	Maximum Points
A. Technical response – outline for community engagement exercises and preliminary concept for a new construction development.	20
B. Technical response – financing approach for capitalizing a new construction development.	20
C. Current Capacity for raising capital and gaining all necessary City, State and federal approvals.	15
D. Technical response – business terms	25
E. Efforts to Utilize MBE & WBE in the Project	10
F. Section 3 Commitment to comply, if using Federal grant funds	10
TOTAL	100
Section 3 Preference: A firm that qualifies as a Section 3 Business Concern may be awarded additional preference points prior to award of the contract.	

(See Attachment 5, “Certification for Business Concerns Seeking Section 3 Preference” for explanation of how Section 3 Preference bonus points are determined.) Category 1 Business – 20 pts; Category 2 Business – 15 pts; Category 3 Business – 10 pts; Category 4 Business – 5 pts.	

11.2 Contents of Proposal

- a) **TECHNICAL RESPONSE – COMMUNITY ENGAGEMENT OUTLINE AND PRELIMINARY CONCEPT (20 POINTS):** The Respondent is required to describe their plan. For the purposes of this solicitation, what is being sought is a clear and concise approach to adding new construction to an existing, mixed-income community.

Preliminary Concept for the site: specific site designs or renderings are not required at this time. The outline should provide the Respondent’s initial reaction to the properties and preliminary concepts of what may be possible. The outline should address how the Respondent will accomplish HABC’s objectives as described in this RFP.

Community engagement exercises: describe how the team will collaborate with area residents and other stakeholders, including but not limited to City of Baltimore government, the State of Maryland, local business owners and community-building organizations in the planning and implementation of a new construction project. The outline should articulate the approach and methods your team will utilize to assure the meaningful participation of existing residents and other partners in the planning and implementation of the Project.

Steering Committee Formation:

A Steering Committee should guide and advise the community engagement exercise, and residents of the catchment area should represent the majority of voting members. For the purposes of this RFP, “residents of the catchment area” include but are not limited to greater Greenmount and Barclay, as well as Midtown, Old Goucher and other communities in Central Baltimore. The Steering Committee can also invite community building organizations, area businesses, neighborhood institutions and other stakeholders to provide input on issues, opportunities and constraints, and draft design scenarios.

Time and Action Commitment for the Steering Committee:

- Five (5) Meetings over six (6) months;
- Three (3) Community Engagement Workshops with residents of the catchment area and other stakeholders;
- Members commit to act as a liaison for the project, conveying information to the residents of the catchment area and other stakeholders, especially during the predevelopment phase;
- Members act as a sounding board for the Developer, previewing options and strategies;
- Members inform the residents of the catchment area and other stakeholders about engagement opportunities with the Developer, and encourage attendance at Community Engagement Workshops.

Public Process Expectations for the Community Engagement Exercises:

- HABC and the residents of the catchment area and other stakeholders expect a highly-interactive, user-friendly and transparent participation process;
- HABC and the residents of the catchment area and other stakeholders expect that all meeting notes, concept drawings, meeting materials and other documents from the Community Engagement Exercises/Workshops will be posted online, transmitted by e-mail, and otherwise made public within ten (10) business days of the community engagement activity;
- Innovative strategies for engagement are expected in all forms and scales to reach people - especially residents – “where they are at”. Outreach methods to serve residents and other stakeholders at their communication comfort level will be required of the Developer, including but not limited to:
 - Three (3) Public Workshops;
 - Stakeholder Interviews;
 - Smaller group sessions;
 - Video conferences, email communications and conference calls;
 - Robo texting (if requested by residents and/or community associations from the catchment area);
 - A project-specific webpage, social media communications, and distribution of hard copy flyers.

b) TECHNICAL RESPONSE – FINANCING APPROACH (20 POINTS): Describe how the Respondent will implement the development program. Identify the funding sources that will be pursued, and the likelihood of securing such sources. Please describe in detail all expectations of HABC and/or BAHD.

c) CURRENT CAPACITY (15 POINTS): - Provide a list of projects currently in process (planning, under construction or recently completed). Please indicate any negative impact these projects may have on the Respondent’s ability to implement the project. Respondent shall identify which specific team member (staff) will be assigned to the project and certify that the selected Respondent and all development team members are available to start immediately upon Notice of Award. The Respondent should describe any existing time commitments of the proposed team members or their proposed staff which might impair the Respondent’s ability to proceed expeditiously. Provide the following information on each project:

- Name of current project;
- Location of each current project (address, town, county, state);
- Key dates in achieving occupancy/stabilized operations for each current project, as per the project schedule. Provide evidence of timely development demonstrating that each project is on schedule and within budget. If each project is not on schedule and within budget, please indicate the reason for the delay in completion of the project and/or changes in budget.
- Sources of financing and development costs for each current project, including but not limited to the size of the tax credit allocations and tax-exempt bond allocations received, investor and how much the investor paid for the tax credits (expressed in cents per tax credit dollar);
- Number of units, the unit size, the income groups served and the total development cost of each current project;
- Specific staff assigned to each project.

Please identify all team members that have committed to the project, including but not limited to A/E firm(s); urban planning consultants; historic preservation consultants; LIHTC syndicator; equity investors; debt participants, if any (and if so, enclose letters of commitment or letters of interest); and land use counsel. If a joint venture ("JV") is contemplated, the outline must identify each member of the JV, and evidence of a business relationship such as a JV Agreement. If no JV agreement exists at the time of submission, Respondent must describe the approach to finagling a JV, and anticipated timeline. HABC will require evidence of a written agreement between the parties prior to execution of a MDA, if selected.

- d) TECHNICAL RESPONSE – BUSINESS TERMS (25 POINTS):** The proposed business terms will be evaluated by the degree to which they provide the most benefit and return on investment to HABC and/or BAHD, and inspires confidence in the long-term financial viability of the development. These business terms will form the basis of negotiation of the MDA.

Please see Attachment 8 and provide your response and approach to satisfying HABC's expected business terms described herein. These business terms will provide the basis of the MDA negotiation.

e) Efforts to Utilize MBE's and WBE's in the Project (10 Points)

- (i) Respondents are advised to review in its entirety, the MBE utilization requirements set forth in Section 6 above and in this Section before preparing and submitting the MBE Statement of Intent along with their proposals. Proposals that do not address the MBE participation or waiver requirements set forth in this RFP may be deemed unacceptable.
- (ii) Respondent shall provide the information requested below, or if the Respondent is unable to meet the MBE utilization goals in part or in whole, the Respondent shall submit with its proposal, a request for a waiver in the manner described in Subsection (B) below:
- (iii) **Minimum Statement of Intent Contents for MBE/WBE Utilization:**

(A) **MBE/WBE Utilization Plan.** The Respondent, consistent with above requirements, shall provide its plan for and intention to achieving the twenty percent (20%) MBE utilization goal for the proposed contract. The MBE Utilization Plan shall include, at a minimum, the following information:

- (1) The names, addresses, telephone numbers and contact person for each MBE/WBE that will be performing work on this project. Please note that WBE utilization, although encouraged by HABC, will not be counted towards the MBE goals described herein. Please review Section 6 to ensure that proposed MBE subcontractors will meet the standards necessary to be counted towards the MBE goals;
- (2) A specific description of the work to be performed by each MBE/WBE and the proposed schedule for delivery of services;
- (3) The fee structure showing the dollar amount to be awarded to each MBE/WBE to be utilized, and the total value of each proposed MBE subcontract towards the twenty percent (20%) MBE utilization goal;

(4) A letter of intent between the Respondent and each MBE/WBE agreeing to enter into a contract in the event that the contract proposed hereunder is awarded to Respondent

(5) A current and valid MBE/WBE certification for each MBE/WBE to be utilized.

(B) **Request for Waiver:** If the Respondent is unable to meet all or part of the MBE utilization goal for the proposed contract for the grounds set forth in Section 3 above, the Respondent may request a waiver of all or part of the MBE participation requirements by submitting a written request for a waiver with supporting documentary evidence, all of which must be submitted by the Respondent with its proposal on or before the deadline for proposal submission. The documentary evidence must reasonably demonstrate that MBE participation was unable to be obtained or was unable to be obtained at a reasonable price, as discussed in Section 3 above. Such evidence shall include, at the least:

(1) Correspondence, records, and other documents showing efforts made to contact and negotiate with MBEs;

(2) A description of the specifications, plans, bonding requirements, anticipated schedule of delivery and other pertinent information provided by the Respondent to MBEs;

(3) A list of MBEs that responded to solicitations or inquiries by the Respondent including contact information of each MBE and quotes or proposals submitted by MBEs;

(4) A list of MBEs contacted by the Respondent and found to be unavailable including addresses and phone numbers of each MBE and dates of each such contact; and

(5) A list of MBE directories, trade associations, local minority assistance organizations, and Federal, State and local government small business agencies contacted by the Respondent for assistance in locating MBEs.

f) Section 3 Compliance Plan if Federal Grant funds are used (10 Points)

- (i) Provide a description of your strategy for complying with the Section 3 requirements (“**Section 3 Compliance Plan**”). Attachment 5 is to be completed by the Respondent if the development budget includes federal grant funds or if the operating budget assumes rental subsidy, for example in the form of PBV. Responders may comply with Section 3 by providing employment and/or training opportunities to residents of HABC public housing and/or other low-income persons for the performance of this contract, subcontracting with resident-owned businesses and/or other Section 3 businesses, or a combination of employment, training and/or subcontracting as described above. This requirement applies to Section 3 and non-Section 3 businesses. Section 3 is a HUD requirement that cannot be waived by HABC. Therefore, Respondent are advised to review the following information in preparing and submitting their proposals.
- (ii) If you plan to comply with Section 3 by providing employment and/or training opportunities to residents of HABC public housing and/or other Section 3 persons, your Section 3 Compliance Plan must provide all information regarding any hiring/training you will be conducting including a description of the employment/training duties, work hours, and salaries. Respondent are required to submit, with their proposals, their workforce requirements for performing the proposed contract regardless of whether additional hiring

will be done. If additional hiring will not be done, the Respondent must, to the greatest extent feasible and consistent with all applicable laws, provide training to Section 3 persons.

- (iii) If you plan to meet Section 3 requirements by subcontracting with Section 3 businesses, your Section 3 Compliance Plan must provide the names, addresses and telephone numbers of all Section 3 businesses that will be performing work on this project. Provide a description of the work to be performed by such firms and a proposed percentage of the total contract dollar amount that will be awarded to each firm. You must include a letter of intent between your firm and each Section 3 business with which you will subcontract if you are awarded the contract. It is the Responder's responsibility to provide proof that such firms meet the definition of Section 3 business concern as established by HUD. See 24 CFR Part 135.5 for definitions of Section 3 business concerns or contact the HABC Office of Fair Housing and Equal Opportunity (FH&EO) at (410) 396-3246 for additional information.
- (iv) If you are claiming preference as a Section 3 business concern, your Section 3 Compliance Plan must include an explanation for your claim to be a Section 3 business concern along with proof of your firm's eligibility for preference as a Section 3 business concern. See 24 CFR Part 135.5 for definitions of Section 3 business concerns or contact FH&EO for additional information. Firms claiming eligibility for Section 3 preference must also submit a Section 3 compliance strategy.
- (v) In the event that you determine that it is not feasible to comply with Section 3, you must state with specificity, in your Section 3 Compliance Plan, the reasons why you cannot comply with Section 3. Any Responder that has determined that it is not feasible to comply with Section 3 assumes the risk that its claim of non-feasibility will be deemed unacceptable by HABC. Please see Attachment 5 to be completed by Respondent.

G. Mandatory Documentation. In addition, all Respondents must complete and submit with their proposals the following Attachments to this RFP and if applicable, the statement described in the last bulleted item below:

- Affidavit of Non-Collusion (Attachment 1);
- Owned Property Disclosure (Attachment 2)
- Prime Contractor MBE Statement of Intent (Attachment 3);
- First Source Hiring Agreement (Attachment 4)
- Certification for Business Concerns Seeking Section 3 Preference (Attachment 5)
- A statement disclosing and describing any instance of non-compliance or default in any public housing mixed-finance transaction by the Respondent, its affiliates or assigns (if applicable). (Attachment 6)

13. PROPOSAL EVALUATION AND SELECTION PROCESS

13.1. General

HABC will use the procedure described in this section to evaluate the proposals and select a finalist. All responsive proposals received by HABC within the established deadline that meet the submission requirements of this RFP will be evaluated by the RFP evaluation panel.

13.2. RFP Evaluation Panel

An RFP Evaluation Panel consisting of three (3) or more voting members will be established. The RFP Evaluation Panel shall consist of HABC and City government employees. HABC may also identify non-voting technical advisors to the panel.

13.3. Proposal Evaluation

Proposals received by HABC which meet the submission requirements of this RFP shall be evaluated by the RFP evaluation panel on the basis of the criteria set forth in this RFP. The Respondents will be ranked by the voting members of the evaluation panel according to the total scores received.

At the sole discretion of HABC, the top ranked Respondents being considered for award may be invited to make an oral presentation of their proposals, either in person or by way of video conferencing or standard conference call. HABC, at its sole discretion, may also make site visits of Respondent's similar projects. Firms shall not be permitted to revise their proposals or submit new proposals as a result of the oral presentation or HABC site visits to the aforementioned projects; however, the evaluation panel may reevaluate and re-rank the top-ranked Respondents based on oral presentations, if warranted.

- Negotiations will be held with the highest ranked Respondent in an effort to agree on a fair and reasonable approach to Respondent contributions, ownership and fee structure. If such agreement cannot be reached with such highest ranked Respondent, HABC will then negotiate with the next highest ranked Respondent and so forth until an agreement on a fair and reasonable approach to Respondent contributions, ownership and fee structure can be reached. Once such agreement on approach to Respondent contributions, ownership and fee structure is made, HABC shall notify the selected Respondent of the selection in writing. All other Respondents will also be notified of the selection.

HABC reserves the right to award multiple contracts under this RFP or cancel any part of or all of this RFP at its discretion.

14. PROTEST PROCEDURES

14.1. Protest of Procurement Action:

1. **Who May File:** Any actual or prospective bidder/Respondent to an HABC solicitation whose direct economic interest would be directly affected by the award of the contract, may protest a solicitation or a contract award only for alleged material violations of the principles of this policy; HUD procurement regulations; and applicable Federal, State and local laws. Solicitation documents shall set forth HABC's protest rights.
2. **Filing Deadline:** A protest against a solicitation must be received from the prospective bidder/Respondent before the due date for receipt of bids or proposals. A protest against the award of a contract or cancellation of a solicitation must be received within ten (10)

calendar days after notice of contract award or notice of cancellation of a solicitation, or the protest will not be considered.

3. **Filing Procedure:** All protests shall be in writing, submitted to the Contracting Officer.
4. **Contracting Officer's Decision:** The Contracting Officer shall conduct an investigation as appropriate and shall issue a written decision on the matter expeditiously after reviewing all relevant information. The Contracting Officer's decision shall inform the protester of any appeal rights within HABC. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. The filing of a protest shall not prevent HABC from entering into a contract with the selected Respondent.

14.2. Contract Claims

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer. The Contracting Officer shall conduct an investigation as appropriate, and shall issue a written decision on the matter expeditiously after reviewing all relevant information. The Contracting Officer's decision shall inform the contractor of any appeal rights provided by HABC.

14.3. Appeal Rights

1. **Appeal to HABC Board:** The decision of the Contracting Officer in a protest or contract claim may only be appealed to the HABC Board (the "Board") if the decision involves a protest of a solicitation or contract award in excess of \$500,000, or the decision involves a contract claim in excess of \$500,000.
2. **Deadline for Appeal:** All such appeals must be submitted by the contractor in writing within fourteen (14) calendar days from the date of the Contracting Officer's decision.
3. **HABC Board's Consideration of Appeal:** The Board may consider a properly and timely filed appeal by public hearing, or by appointment of a hearing officer who shall hear the appeal, make findings of fact, and recommend a decision to the Board on the appeal.
4. **Final Determination of the Board:** The Board shall have the sole authority to enter a final decision on the appeal, based on the recommendation of the hearing officer or based on a hearing of the Board. The decision of the Board shall be the final HABC consideration of the appeal. Notwithstanding any clause contained in any solicitation or contract document, a protest, dispute, contract claim, or appeal shall not be referred to a mediator or arbitrator unless HABC expressly gives written consent to such mediation or arbitration at the time the protest, dispute, contract claim, or appeal arises. For purposes of this policy, HUD shall not be considered a mediator or arbitrator.

**HOUSING AUTHORITY OF BALTIMORE CITY
REQUEST FOR PROPOSALS
RFP NUMBER: B-1921-20**

**RFP FOR NEW CONSTRUCTION DEVELOPMENT IN CENTRAL
BALTIMORE**

LIST OF ATTACHMENTS

Title	Attachment Number
Affidavit of Non-Collusion	1
Owned Property Disclosure	2
Prime Contractor MBE/WBE Statement of Intent	3
First Source Hiring Agreement	4
Certification for Business Concerns Seeking Section 3 Preference	5
A statement disclosing and describing any instance of non-compliance or default in any public housing mixed-finance transaction by the Respondent, its affiliates or assigns (if applicable).	6
Long Term Affordability ("LTA") criteria (applicable if building public housing units or using PBV)	7
Business Terms	8

ATTACHMENT 1
AFFIDAVIT OF NON-COLLUSION

By signing below, the Respondent, by its undersigned authorized Official, hereby certifies and affirms under penalties of perjury that: (a) costs, prices and/or fees and services proposed or to be proposed at a later date, have been made or shall be made without prior agreement, understanding, or connection with any corporation, firm or person submitting a response to this solicitation as the prime contractor, or proposed as a subcontractor, and are/shall be fair and without fraud; (b) that the Respondent has not colluded, conspired, connived or agreed, directly or indirectly with any Respondent or person to put in a sham proposal or qualifications statement, or to refrain from competing for the proposed contract, and has not in any manner, directly or indirectly, sought by agreement, collusion, or communication with any person to fix the proposed prices or any element of the proposal or qualifications statement, or to secure any advantage against HABC or any person; (c) that the Respondent agrees to be bound by all conditions of this proposal/qualifications statement and (d) that this Official is authorized to sign this affidavit for the firm.

Name, Address and Telephone Number of Respondent

Name and Title of Authorized Representative
or Official of Respondent

Signature of Authorized Representative
or Official of Respondent

Date

[End Attachment 1]

ATTACHMENT 2. OWNED PROPERTY DISCLOSURE FORM

List all properties and developments currently owned or managed by Respondent and business entities affiliated with Respondent. Use additional sheets as necessary.

[illegible]

ATTACHMENT 3
Prime Contractor MBE/WBE Statement of Intent

**Housing Authority of Baltimore City
Fair Housing and Equal Opportunity
417 E. Fayette Street, Suite 401
Baltimore, MD 21202**

Prime Contractor MBE/WBE STATEMENT OF INTENT

Date: _____

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Name and Number: _____

Telephone Number: _____ MBE Commitment: _____

_____ agrees to enter into a contractual agreement
with _____, who will provide the following services in
connection with the above contract _____

Total Dollar Amount of Contract:	\$ _____
Total Dollar Amount of MBE Subcontract:	\$ _____
Total Dollar Amount of WBE Subcontract:	\$ _____
Total MBE Percentage of Total Contract Value:	\$ _____

_____ is currently certified with the _____
(MBE or WBE Subcontractor)
_____ Office to function in the aforementioned
capacity. _____ certification number is _____.
(MBE or WBE Subcontractor)

The undersigned Prime contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated, contingent upon the prime contractor's execution of a contract with the Housing Authority of Baltimore City for the above referenced contract number.

Prime Contractor Signature (required)

MBE or WBE Signature (required)

Title

Date

Title

Date

Complete a separate form for each MBE/WBE named in Bid.

ATTACHMENT 4
First Source Hiring Agreement

**HOUSING AUTHORITY OF BALTIMORE CITY
PROCUREMENT EQUAL OPPORTUNITY COMPLIANCE
417 E. FAYETTE STREET, SUITE 431
BALTIMORE, MD 21202
410-396-3246**

**SECTION 3 OF THE HUD ACT OF 1968, AS AMENDED
FIRST SOURCE HIRING AGREEMENT**

Responders shall comply with the First Source Hiring Agreement, if Section 3 employment or training opportunities are generated from this contract. In accordance with the First Source Hiring Agreement, Responders agree to solicit applicants from the HABC, Resident Services People Accessing Continued Employment (PACE) Program.

Instructions

1. Complete the attached First Source Hiring agreement statement and submit with your proposal.
2. Contact the HABC Office of Resident Services, P.A.C.E. program within ten (10) days of receiving the notice of contract award. P.A.C.E. will assist you with meeting your workforce needs for the contract.

Tracey Oliver-Keyser, Self Sufficiency –
Economic Independence Supervisor
HABC Office of Resident Services
201 N. Aisquith Street
Baltimore, MD 21202
410-396-6197
tracey.oliver-keyser@habc.org

HOUSING AUTHORITY OF BALTIMORE CITY
PROCUREMENT EQUAL OPPORTUNITY COMPLIANCE
417 E. FAYETTE STREET, SUITE 401
BALTIMORE, MD 21202
410-396-3246

SECTION 3 OF THE HUD ACT OF 1968, AS AMENDED
FIRST SOURCE HIRING AGREEMENT

Submission deadline: _____
Contractor's name: _____
Contractor's address: _____
Contractor's telephone number: _____
Contractor's email address: _____
Contract title: _____
Contract number: _____

PACE is the recruitment and referral service used by HABC to help Responders comply with the Section 3 requirements. In accordance with the First Source Hiring Agreement, Responders are required to contact PACE within ten (10) days from the date of notice of contract award and advise PACE of the number of jobs or training opportunities generated from the awarded contract; and the classification of the available positions. Upon receipt of the Responders employment and training needs, PACE will refer qualified HABC residents to the Responders to interview for the available positions. Responders agree to use other referral sources only if PACE cannot refer qualified applicants to Responders within three (3) business days of being notified of Responders employment and/or training needs.

The undersigned Contractor agrees to utilize HABC's PACE program to meet its Section 3 employment, training and Section 3 business needs under this contract with HABC. The undersigned shall comply with the terms of Section 3 of the HUD Act of 1968, as amended as described in the solicitation documents. Under this agreement, contract awardees will complete and submit this certification with the bid package.

I, _____, representing _____ certify that I will contact the
(Name and Title) (Name of Responder)

PACE program within ten (10) days of notice of contract award if there is a need for additional employees. I agree to interview qualified Section 3 eligible applicants *First* for available positions. I agree to submit a Section 3 Employee Tracking form indicating the number of total workers and number of Section 3 residents on payroll at 25%, 50% 75% and 100% completion of the contract as a condition of release of a final payment or any and all retainage.

Name: _____ Date: _____

Signature of Prime Contractor: _____ Date: _____

ATTACHMENT 5
Certification for Business Concerns Seeking Section 3 Preference

**Housing Authority of Baltimore City
Fair Housing and Equal Opportunity Office
417 E. Fayette Street, Suite 922
(410) 396-3246 (410) 396-8194 (f)**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING
SECTION 3 PREFERENCE IN CONTRACTING**

Name of Business: _____
Business Address: _____
Telephone Number: _____ **Fax:** _____
E-mail Address: _____
Project Name & Number _____

Attached is the following documentation as evidence:

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

For Business claiming status as a HABC Resident-owned Section 3 Business:

- ☐ Copy of HABC Dwelling Lease
- ☐ Copy of Articles of Incorporation
- ☐ Certificate of Good Standing
- ☐ Other Evidence

For Business claiming status as a Section 3 Business:

- ☐ Copy of Articles of Incorporation
- ☐ Certificate of Good Standing
- ☐ Additional documentation

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

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

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

- ☐ List of all current full-time employees
- ☐ List of employees claiming Section 3 status
- ☐ HABC residents' leases
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

Under penalty of perjury, I certify that I am the _____ (Title) of _____ (Name of Company), that I am authorized by the _____ to execute this affidavit on its behalf, that the documents I have submitted in support of my claim as a Section 3 Business are true and accurate, and that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Authorizing Name and Signature _____

Name (printed) _____

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

Notary _____

My commission expires: _____

Section 3 Business Self-Certification Form

**An authorized official must sign the following statement,
notarized if applicable, and submitted along with the bid.**

The Contractor represents and certified that it:

() a Section 3 business as indicated below {check applicable category and subcategory}:

() **Category 1 Business**

- () Fifty-one percent (51%) or more owned by residents of the specific community or communities for which the Section 3 covered assistance is expended; or
- () Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

() **Category 2 Business**

- () Fifty-one percent (51%) or more owned by residents of another specific community or communities managed by The Housing Authority that is expending the Section 3 covered assistance; or
- () Full-time, permanent workforce included thirty percent (30%) of the above residents as employees.

() **Category 3 Business**

- () An entity selected to carry out a HUD Youthbuild Program in the metropolitan area or Non-metropolitan County, in which the Section 3 covered assistance is expended.

() **Category 4 Business**

- () Fifty-one percent (51%) or more owned by Section 3 residents; or
- () Full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents; or
- () Will subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to business concerns identified above.

() is **not** a Section 3 business (**form must be notarized ONLY IF CERTIFYING as a Section 3 business**).

Subscribed and sworn to before me
this _____

day of _____,
20____.

Notary
My commission expires:

Date

Company Name

Principal

Title

Project Name

Project Number

**HOUSING AUTHORITY OF BALTIMORE CITY
FAIR HOUSING & EQUAL OPPORTUNITY
SECTION 3 PROGRAM**

SECTION 3 EMPLOYEE CERTIFICATION FORM

This form is to be used by contractors or a subcontractor, working on HUD-funded projects, to certify that an employee is an eligible Section 3 resident. The contractor/subcontractor and Section 3 employee must sign this certification.

PART I TO BE COMPLETED BY EMPLOYER			
Project Name No. (if applicable) Company:			Date Completed:
Address:			State:
City:			Zip:
Person Completing This Form:	Office #:	Fax #:	Email Address:

PART II TO BE COMPLETED BY EMPLOYEE	
--	--

I am an employee of the business listed above, AND

(Please answer by placing a check in the appropriate box)

I am a HABC resident. If yes, skip to Part III.

I am a low-income resident as defined by HUD, residing in the covered metropolitan area. My Total Household Income is not greater than the amount listed below based on the number of persons in my family.

HUD's FY2020 INCOME LIMITS SUMMARY

Please check the box that applies

<i>Income Limits</i>	<i>1 Person</i>	<i>2 Persons</i>	<i>3 Persons</i>	<i>4 Persons</i>	<i>5 Persons</i>	<i>6 Persons</i>	<i>7 Persons</i>	<i>8 Persons</i>
Very Low (50%)	\$36,400	\$41,600	\$46,800	\$52,000	\$56,200	\$60,350	\$64,500	\$68,650
Extremely Low (30%)	\$21,850	\$25,000	\$28,100	\$31,200	\$33,700	\$36,200	\$39,640	\$44,120
Low (80%)	\$54,950	\$62,800	\$70,650	\$78,500	\$84,800	\$91,100	\$97,350	\$103,650

Under penalty of perjury, I certify that my personal information provided on this form is true and accurate. I agree to provide any documentation (if requested) that confirms the accuracy of my Residency, Family Size and Total Household Income for the stated calendar year.

PART III TO BE COMPLETED BY EMPLOYEE	
---	--

Employee Name (printed):			Date Hired:	
Address:	City:	State:	Zip:	HABC Development _____ acct. No.
Employee Signature:			Date:	

The goal of the HUD-Section 3 requirement is to provide self-sufficiency opportunities to residents and businesses of neighborhoods receiving HUD funding for fair housing and community development activities.
This certification is subject to all rules and regulations developed by the HUD Fraud, Waste and Abuse Office.

ATTACHMENT 6

**A Statement disclosing and describing any instance of non-compliance or default in
any transaction by the Respondent,
its affiliates or assigns
(Statement to be provided by Respondent)**

ATTACHMENT 7

Long Term Affordability criteria ("LTA") if public housing units are placed in the development or if using a rental subsidy such as Project-Based Vouchers

The Ground Lease between the Project Owner and HABC or BAHD shall reflect that the project will be operated in accordance with the LTA Admissions and Leasing Criteria. To the extent that the Reasonable Accommodations policies in the LTA Criteria afford less protection to persons with disabilities than HUD's regulations and guidance implementing Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act, the Project Owner shall operate the project in accordance with said laws, regulations and guidance related thereto.

ATTACHMENT 8

BUSINESS TERMS

Provide responses to each business term outlined in the following table, using additional sheets as necessary.

	Business Terms	Developer Response
Developer Entity	Name of Developer Entity. If a Joint Venture, provide additional documentation of role of each JV member. Provide written, legally binding evidence of business relationship.	
Site Control, Ground Lease and Land Value	HABC to retain ownership of its land and convey site control via a long-term Ground Lease made payable to BAHD. Provide expected ground lease terms with BAHD.	
Land Value	BAHD reserves the right to provide land value as a capitalized lease payment. BAHD expects to be paid at least 10% of land value based on appraisal at time of financial closing.	
Right of First Refusal	HABC and/or BAHD will have a right of first refusal to purchase the property at the end of the LIHTC compliance period (if the selected Developer contemplates an eligible scenario). Provide explanation of approach to satisfying this term; include assumption of price.	
Environmental Remediation and Clean and Buildable	HABC will provide the sites in an 'As Is' condition. Developer to conduct or obtain, as applicable, any necessary third-party environmental assessments necessary under the National Environmental Protection Act ("NEPA") and 24 CFR Part 50 or Part 58, as applicable, and all other appropriate state and federal law environmental reviews necessary in order to implement the project.	
Pre-development Design Review	Developer to fund 100% of project's pre-development cost. HABC to review and approve design and specifications at concept, design development and construction documents stages.	
Developer Overhead	HABC and/or BAHD will not pay developer overhead.	
Developer Fee	HABC will support efforts to maximize developer fee, subject to funding restrictions and HUD Safe Harbor (if the selected Developer contemplates a Developer fee-eligible scenario). BAHD expects to earn not less than 25% of earned developer	

	fee. Developer fee paid to BAHD will be on a similar payout schedule as earned by the Developer.	
Cash Flow	BAHD expects to receive not less than 50% of available net cash flow (if the selected Developer contemplates an eligible scenario).	
Construction Cost Savings	BAHD expects to share any construction cost savings 50/50 with the Developer.	
Guarantees	Developer will provide all necessary guarantees to investor and lenders, such as construction completion, lease-up, stabilized occupancy, etc. HABC and/or BAHD will not provide any guarantees typically required of developers by investor. Guarantees must include UFAS Certification to proper code and that other required compliance requirements have been met. If a JV, explain which JV member will provide the guarantees and why.	
Funding	Developer responsible for securing all financing necessary to complete project. HABC will assist Developer in its efforts to identify and secure development financing. Developer should not assume that HABC is contributing land value to the Sources and Uses table. All funding applications will be prepared by Developer, and will be provided to HABC for review at least ten (10) business days prior to submission.	
GC/Architect/ and Core Team	Identify and clarify role of each key team member.	
Equity Investor	Developer to solicit and select third party lenders and investors; HABC expects competitive bids; Developer to demonstrate competitive rationale for lender/investor selection; HABC expects to review and approve equity investor.	
GC Fees	GC fees may be subject to HUD Cost Control Standards for overhead, profit and general conditions.	
Termination for Convenience/ Infeasibility/Cause and Indemnification	HABC expects to negotiate certain termination provisions including: <i>Termination for Infeasibility:</i> HABC will have the right to terminate the agreement for certain infeasibility conditions to be defined in the MDA. <i>Termination for Convenience.</i> HABC may terminate for convenience at any time prior to closing. <i>Termination for Cause.</i> HABC may terminate for cause at any time after 30-day notice and cure period elapses. Cause includes:	

	<ul style="list-style-type: none"> a. Developer materially breaches any obligation of the MDA b. Developer becomes insolvent or bankrupt c. Developer unilaterally withdraws from the project d. Developer fails to make undisputed payments to third party vendors within 30 days if funds for such payments have been received from HABC e. Developer fails to maintain required insurance coverage for itself and its subcontractors f. Developer fails to use best efforts to comply with an approved Section 3 plan (if applicable) g. Developer fails to require compliance with the Davis Bacon Act from contractors subject to the Act h. Developer or members of its team is debarred or suspended by HUD or HABC <p><i>Indemnification.</i> Developer shall indemnify, defend and hold harmless HABC and its officials, agents, employees and affiliates against liability for any suits, actions, judgments, injuries, damages, expenses, losses or claims of any character, including attorney's fees, arising from, or relating to the conduct, acts or omissions of the Developer, its employees, partners or subcontractors in connection with the performance of services and obligations under the contract. The requirements of the indemnification provision shall survive the termination of the contract.</p>	
Property Manager	<p>Identify Property Manager and any affiliation with the Developer entity or future property owner (if the selected Developer contemplates an eligible scenario).</p> <p>Property Management fee shall be consistent with HUD Safe Harbor.</p> <p>HABC will have a right to terminate the property manager for non-performance, subject to investor approval.</p>	
Ownership Structure	<p>HABC expects to participate in the ownership structure and serve as co-developer through its instrumentality – BAHD.</p> <p>Provide a proposed organizational structure and assumptions of % ownership. BAHD will not provide any guarantees.</p>	
Real Estate Taxes	<p>Tax abatement and/or exemption are not anticipated. If assumed by Developer, explain how this will be secured.</p>	
Other	<p>Provide any additional terms for HABC consideration.</p>	