

State of Maryland

Housing Authority City of Annapolis

Request for Qualifications

Master Planning and Redevelopment Teams

RFQ No. 2013NT20DEV

Issue Date: July 10, 2013
Closing Date: August 9, 2013

TABLE OF CONTENTS

- I. Executive Summary**
- II. Purpose and Background**
- III. Project Expected Outcomes**
- IV. Development Partner Responsibilities**
- V. Housing Authority City of Annapolis Responsibilities**
- VI. Evaluation Criteria, Process and Schedule**
- VII. RFQ Step 1: Submission Requirements**
- VIII. Terms and Conditions**
- IX. HUD Forms**

Attachments

I. Executive Summary

This Request for Qualifications (“RFQ”) is being issued to begin a process to select one or more developers to assist the Housing Authority City of Annapolis (HACA) in the repositioning and redevelopment of a number of its conventional public housing properties to improve the long term living conditions of HACA’s residents.

HACA has a total of eight (8) properties in its housing portfolio. It owns and operates six (6) of the properties, five (5) of which have been in service for 37-60 years. As a consequence HACA seeks to address the long term physical needs of its inventory by establishing a stable of qualified and experienced affordable housing developers in order to reposition and/or redevelop these properties.

HACA also seeks to achieve the following **Development Goals** as minimum outcomes in implementing a redevelopment program:

- A. **Mixed income:** Housing for families/individuals with a range of incomes, including public housing eligible, tax credit eligible and workforce/market rate households.
- B. **One-for-one replacement** of public housing units on and/or off-site.
- C. **Minimal permanent off-site relocation** of residents.
- D. **Master Plan:** that includes neighborhood scale design, pedestrian and bicycle-friendly design, community amenities, supportive services which enhance the existing community and strengthens its economic vitality.
- E. **Economic Development and Opportunities:** Job creation, both short and long term, for local residents and businesses, with a foundation for long-term economic growth of the community.
- F. **Supportive Service Programs:** Create viable employment opportunities for current public housing residents during the redevelopment process and establish partnerships with local agencies for job training and supportive service program opportunities.
- G. **Financial Viability:** Efficient use of available funds, and leverage of private investment.
- H. **Regulatory Compliance:** All redevelopment must be implemented in compliance with all State and Federal (i.e., U. S. Department of Housing and Urban Development) requirements relating to the project.
- I. **Community participation:** Meaningful and effective communication among public and private entities, including civic organizations, businesses, neighborhood residents, City officials and various other stakeholders.
- J. **On Schedule:** Timely and efficient development.

The selection of one or more developers will be based on demonstrated qualifications and experience necessary to meet and/or exceed the aforementioned outcomes. The RFQ selection will be the first phase of a two phase process. The purpose of the RFQ phase is for HACA to establish a contingent of development teams it may procure or task with the planning and repositioning/redevelopment of one or more of its properties. Once selected the development teams will be eligible for procurements for a two (2) year period without the necessity to re-submit qualifications. Evaluation and selection for the RFQ and RFP phases will be based on the following two-step process:

- Step One – Request for Qualifications (RFQ)
 - Advertisement of RFQ
 - Pre-submission Conference
 - Submission of Developer Qualifications
 - Committee Review of Submissions and Determination of Short List

- Step Two - Request for Proposals (RFP)
 - Circulation of RFP
 - Pre-Submission Conference (as applicable)
 - Submission of Developer Proposals
 - Committee Review and Evaluation of Proposals of Presentation(s) by Developer(s) (as applicable)
 - Recommended Selection of Developer
 - Negotiate Development Agreement

II. Purpose and Background

The Housing Authority City of Annapolis (HACA) is issuing a Request for Qualifications (RFQ) for experienced and qualified firms for the redevelopment or repositioning of one or more of its aged federally-subsidized public housing properties..

HACA's conventional public housing consists of the following properties:

Property	No. of Units	Year Built	Age	Acreage
Bloomsbury Square	51	2003	9	NA
Morris H. Blum	154	1976	36	2.42
Newtowne 20	78	1971	41	5.06
Robinwood	150	1970	42	20.42
Harbor House	273	1965	47	16.52
Eastport	84	1953	59	8
Total	790			

HACA's Board of Commissioners has already authorized the redevelopment of Newtowne 20. It is contemplated that Newtowne 20 will be the first property for which HACA will solicit proposals from this RFQ's selected development teams.

III. Project Expected Outcomes

Development teams selected as a result of this RFQ shall be expected to achieve the following outcomes should they seek to respond and are selected to redevelop one or more HACA's properties.

A. Mixed Income

The redevelopment program may include a mix of incomes, replacement of public housing units, affordable tax credit units and workforce/market rate units. The residents of the public housing units should be programmed at incomes of 30% percent of the Area Median Income or less. Renters of the tax credit units should be programmed at incomes of 60% of AMI or less and workforce/market rate units will not be restricted as to

income, but the overall housing is expected to achieve a seamless blend of rent distribution by unit and ownership type, location, and design.

B. Community Design

The scope of work shall likely include, but not be limited to:

1. Demolition of current structures and improvements.
2. New reconfigured above and below grade site work and improvements.
3. Design and implementation of a sustainable landscape plan;
4. Potentially creating amenities for the surrounding community;
5. Meeting architectural standards in conformance to City of Annapolis and HACA standards ;
6. Developing and implement a technology plan;
7. Developing public open space amenities;
8. Addressing security issues;
9. Utilizing green building techniques and materials;
10. Utilizing local contractors or builders;
11. Consulting with, and gather input from community; and
12. Designing and Managing Construction - Developer to manage design, financing and construction approvals and implementation of all components of the project.

C. Economic Development and Opportunities

The redevelopments are intended to generate economic opportunities for low income individuals and Women/Minority Business Enterprises (WMBE). These opportunities must be quantifiable in terms of dollars and number and types of contracts. A second goal is to create an infrastructure for economic sustainability of the community. This second goal must be tied to the development and implementation of technology infrastructure, education, training, and supportive services for the project site or HACA public housing residents at-large.

Under HUD's Section 3 regulations, the HACA's developers, builders, and contractors shall, to the greatest extent feasible, provide employment and training to low-income persons and contracting opportunities to Section 3 businesses. This includes a special emphasis on persons receiving HUD housing assistance. Please refer to implementing regulations at 24 CFR Part 135. The selected developer shall prepare a "Section 3 Plan". The plan consists of projections of employment and training opportunities for Section 3 residents, as well as contracting opportunities for Section 3 certified businesses and the approaches to achieve both.

Housing construction for the redevelopments shall be required to be in compliance with the provisions of the Davis-Bacon Act. The Developer and builders, or their subcontractors, will be required to document their payment of wages to workers

employed directly at the development site at no less than the local prevailing wages and fringe benefits for similar projects.

D. Wages and Labor Law Compliance.

Wages under HACA's construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act, 40 U.S.C. Section 276(a), et al, by the United States Department of Labor or by HUD. The Development Partner and its general contractor shall be expected to execute a written affirmation of its compliance with Davis-Bacon compliance matters and ensure all subcontractors are fully compliant with Davis-Bacon wage requirements. Development Partner and its general contractor shall incorporate this requirement in all subcontractor agreements to ensure compliance.

The application of Maryland State wage and labor rates are governed by HUD Form-5370, under Section 47, Non-Federal Prevailing Wage Rates (attached).

E. Financial Viability

It is understood that any redevelopment plans will require a mixed finance approach where various funding sources are layered together to achieve financial feasibility. The HACA acknowledges that significant subsidies maybe required to redevelop and will support the selected developer in obtaining private and public financing.

At the RFP phase, responsive proposals should identify the sources of funds required for the development, as well as provide a projected 15-year cash flow of the project for the Step 2 RFP technical submission. Proposals may include a mix of private resources, State and Federal tax credits, federal funding, federal housing subsidies, bond financing, state housing funds, on-site and off-site commercial loans and developer equity. The proposal shall indicate the interim financing structure for the project as well as the long term financing arrangements. To the extent public and private financing are used as part of the financing package, the proposal shall indicate how the developer will secure these monies.

F. Development Goals

The HACA's primary goal is to upgrade and improve a property through the redevelopment (or rehabilitation, as applicable) of existing site and structures and:

1. Establish a mixed income community (as applicable);
2. Provide one-for-one replacement of public housing units on-site and off-site;
3. Minimize permanent off-site relocation of residents, through effective planning and scheduling of the project; and
4. Meet energy efficient requirements as set forth in the State of Maryland's and the City of Annapolis most recent building codes.

G. Regulatory Compliance

Prior to the start of construction of a redevelopment, the proposed development plan must be presented to and approved by HUD in the form of a Mixed-Finance Proposal, in compliance with HUD's mixed-finance development rules and safe-harbor standards, Federal and State funding regulations. Project implementation will be closely monitored by HACA and HUD, who will require routine reporting on the development phase, including current financial, production, and sales updates. The selected developer will be responsible, at a minimum, for the following administrative goals:

1. The selected developer shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.
2. The selected developer shall maintain its own written policies that, at a minimum, address the following:
 - a. Drug Free Workplace Policy;
 - b. Sexual Harassment Awareness in the Workplace Policy;
 - c. Non-Violence in the Workplace Policy;
 - d. Standards of Conduct;
 - e. Fair Housing; and
 - f. Americans with Disabilities Act.

The selected developer shall maintain evidence that all staff is informed of its requirements and their agreement to comply with said policies. The selected developer shall be solely responsible for the conduct of its employees and for their compliance with its administrative policies.

Unless otherwise indicated 24 CFR 85.36 applies and shall be satisfied upon the procurement of a Master Planning and Development Team in that HUD or other Federal funds are used in either the development or operations of a public housing project. If public and private funds are expended on development activities 24 CFR 85.36 applies. 24 CFR 85.36 does not apply to activities which are solely funded by the expenditure of non-HUD or non-Federal funds.

H. Relocation.

Temporary relocation of current residents will be designed to minimize the impact on the current residents. As required, the developer will be charged with developing a relocation phasing strategy with cooperation and approval of HACA to move residents to decent, safe and sanitary housing for the duration of the redevelopment. HACA shall be responsible for implementation of the relocation strategy. Developers may also consider a phased relocation method which would require only relocating residents living in units undergoing redevelopment at the time. The respondent needs to define the plans for relocation in the technical submission.

Residents' Right to Return. Current Newtowne 20 residents in good standing as of the date of issuance of the 90-day notice to relocate will have the right to return to the redevelopment when construction is completed. HACA may ask that a committee composed of residents assist in the establishment of criteria for returning residents to promote a healthy new community.

I. Community Participation

Throughout the redevelopment planning process and implementation, there must be meaningful and effective communication among public and private entities, including civic organizations, businesses, schools, neighborhood residents, neighborhood boards, government officials and various other stakeholders.

J. On Schedule

The successful developer must demonstrate the capacity to meet or exceed the established deadline once it is determined, and provide a development schedule and the necessary documents to obtain HUD's approval for an acceptable time line.

IV. Development Partner Responsibilities

Throughout the redevelopment of a community the Development Partner will work closely with the HACA staff, the residents of the property, the HACA's consultants, the City of Annapolis and the Community Steering Committee. The Development Partner will be responsible for ensuring that the Final Master Plan is approvable, financially feasible and implementable. The Final Master Plan must create the blueprint for a successful, stable, diverse, safe, attractive and sustainable mixed-income community. In general, the goal of the Revitalization Plan is to maximize the variety of all types of housing units, rental and/or for-sale, and to ensure that all units are produced in a manner that renders the public housing units indistinguishable from those available to other income groups.

A. General:

1. Oversee and Implement Redevelopment Efforts

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

2. Comply with all Applicable Federal, State and Local Rules and Regulations
Remain compliant with all applicable Federal, State and local rules and regulations applying to the HUD mixed income/mixed-finance transactions, and all activities required by the Agreement.
3. Debarment
The Development Partner must provide evidence that it, its principal partners and any subcontractor are not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.
4. MBE/WBE and Local Preference Opportunities
The use of federal and state programs requires the Authority to require its contractor(s) to solicit bids from and use minority firms and women's business enterprises ("M/WBEs") whenever possible. The Development Partner will take all necessary affirmative steps to assure that M/WBEs are used when possible.
5. Section 3
The Development Partner will be expected to develop a strategy for fostering resident employment and small businesses during the redevelopment process. This strategy shall be coordinated and integrated with the HACA throughout the development process.
6. Hire and Manage Consultants and Contractors Necessary to Implement the Project
Procure other consultants and/or contractors and coordinate all tasks necessary to finalize the Master Plan and implement the redevelopment project according to the Master Plan and Agreement. At a minimum, the Development Partner's team will need to include consultants appropriate to cover the environmental review; market analysis; geo-technical studies; civil, mechanical and electrical engineering; and any other activities deemed necessary by the Development Partner and the HACA.
7. Maintain Communication Regarding Project Progress with the HACA, HUD and the Residents
The HACA will establish a regular schedule of Team Meetings, in which the Development Partner will participate. Moreover, the Development Partner will be responsible for submitting monthly progress reports to HACA, in such formats and media as HACA might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc. Finally, on a quarterly basis, the Development Partner will provide HACA the appropriate information in the format required by HACA and HUD. The Development Partner will set-up and maintain adequate system support for this endeavor.

8. Develop and Maintain Quality Control Measures
The Development Partner is responsible for ensuring the project as defined in the Agreement is constructed and managed with the highest quality materials appropriate to the project and workmanship. The Development Partner will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
9. Develop and Maintain a Detailed Development Schedule and Critical Path Schedule
Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
10. Foster Resident Involvement in Project Implementation
Facilitate and foster the involvement of public housing residents in the implementation of the redevelopment program. In cooperation with HACA, keep residents informed of the status of the redevelopment, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.
11. Assist in Providing Community and Supportive Services
The Development Partner will be responsible to assist in the provision and coordination of those services with HACA's Pathways to Opportunities programs. The HACA will look to the Development Partner to identify additional funding sources that will contribute to the success of the Community and Supportive Services, and expects the Development Partner to leverage other funds for this use.
12. Collaborate with HACA Staff
Propose methods that allow for capacity building opportunities for the HACA staff during the predevelopment and development phases, and during management and operation of each phase.
13. Be Responsive to Local Community, Neighborhood, and City, State, and Federal Interests
Promote and maintain good relations with neighborhood groups and federal, state and local governments.

B. Pre-Development:

1. Prepare a Market Analysis Addressing the Residential Components of the Master Plan
In order to finalize the overall development program, prepare a market analysis that will, among other things, a) assist in determining the proper mix of rental vs.

lease-to-purchase homeownership units (if any), subsidized vs. market rate units; and b) assist in determining the proper mix of residential and other non-residential uses; and (c) confirm that proposed rents (both residential and commercial) and housing prices are supportable in the local market.

2. Prepare Final Master Plan

In consultation with the HACA, the property and neighborhood residents, the City of Annapolis and other interested stakeholders prepare a detailed final Master Plan that supports the program goals and feasibly achieves the unit counts envisioned in the award and approved by HACA and HUD. Incorporate into the Master Plan all feasible Low Impact Development methods and practices, including pedestrian and bicycle-friendly design.

3. Consider developing a Homeownership Plan

Subject to use of federal funds and in cooperation with the HACA, if feasible, consider providing lease-to-purchase homeownership opportunities to public and non-public housing residents.

4. Obtain Environmental Clearances

In collaboration with the HACA, procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, pursuant to SEPA, NEPA and HUD regulations. Development partners should note that projects may be subject to supplementary environmental analyses and reviews, with potentially significant timing and/or budget ramifications.

5. Plans and Specifications

The Development Partner shall be responsible for the preparation of the building plans and specifications.

6. Relocation

Development Partner will assume responsibility with cooperation of HACA for the relocation phasing strategy of residents displaced by redevelopment activities, subject to HACA approval.

C. Financing:

1. Produce an Overall Financing Plan

Produce a feasible financing plan for the overall redevelopment project. The overall financing plan will be developed in consideration with the Master Plan and market analysis. The Master Plan shall reflect the realities of the financing plan and market analysis, while the financing plan will reflect the goals of the Master Plan. The financing plan must demonstrate a sensitivity and approach in using Capital Grant funds (subject to availability) in the most efficient manner and maximizing leverage of the Capital Grant funds to the greatest extent possible.

2. Prepare the Mixed-Finance Proposal
At the direction of HACA the Development Partner shall take responsibility in the preparation of the Mixed-Finance Proposal (“MFP”) and the development of certain associated evidentiary materials for submission to HUD. Where the HACA has primary responsibility and the lead role for the MFP and evidentiary submission to HUD, the Development Partner shall be responsible for drafting any portions as directed by HACA, and for obtaining evidentiaries from third parties as directed by HACA.
3. Financing Application(s)
Per the Agreement and in a timely fashion, the Development Partner will be required to prepare and pursue all financing applications, including, but not limited to, tax credits, tax-exempt bonds, state and local funds, and private debt. Development Partner shall assist and support the HACA with the preparation of any federal, state or private grant applications.
4. Maximize the Leveraging of Public and Private Resources
Per the Agreement, maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by the HACA.
5. Obtain Equity Investment
Using an open competition among a variety of syndicators or investors, obtain equity investment on the best terms currently available as required by the Agreement. The HACA will require a competitive syndication process using evaluation criteria agreed to by both the HACA and the Development Partner. Moreover, the HACA will reserve the right to review investor submissions and to approve the final investor selection.
6. Guarantees
In accordance with the Agreement, provide all guarantees required for the successful financing of the project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees. HACA will require that the Development Partner demonstrate financial capacity to honor the guarantees, and indicate how they intend to honor the guarantees if necessary.
7. Operating Feasibility
As required in the Agreement, the Development Partner shall structure such reserves and other resources as will reasonably guarantee the long-term operating feasibility of the rental development, utilizing no more public housing subsidy

than currently is allocated or which the HACA can expect to receive based on the number of ACC units in the Development Partner's proposal.

8. Accounting/Financing

As provided for in the Agreement, maintain accounting records and ensure project financing is available at the appropriate times and utilized in the appropriate manner.

D. Construction

1. Hire Qualified General Contractors and Oversee Construction Activities

As provided for in the Agreement, the Development Partner will create and implement a process for selecting the most qualified General Contractor. HACA shall retain the right to review and approve proposed General Contractors. During construction, the Development Partner shall provide oversight of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities.

2. Facilitate Necessary Site Improvements, Demolition and Disposition

Subject to HACA's approval, the Development Partner may assume primary responsibility for the demolition and disposition of any public housing units. Pursuant to the Agreement, the Development Partner shall initiate and complete site work and infrastructure construction

3. Implement Development Program

In accordance with the Agreement and the final Master Plan approved by HACA, the Development Partner will develop all improvements associated with the development program, including multi-family and single-family units and/or community facilities.

4. Insurance and Real Estate Taxes

Except as provided in above, and where appropriate, the Development Partner shall cooperate with HACA to obtain and maintain exemption from real property and sales taxes associated with the affordable and public housing units. According to the terms of the Agreement, the Development Partner shall obtain and maintain necessary and appropriate amounts of insurance during predevelopment and development.

E. Ownership and Asset Management:

1. Organize Ownership Entity

Upon completion of the Master Plan and its approval by HACA, the selected Development Partner will be expected to develop and participate in the ownership structure of and management of the property. Where a Limited Partnership or

Limited Liability Corporation is formed, the HACA or an affiliate may participate in that structure.

2. Ensure the Short- and Long-Term Viability of the Redeveloped Projects
The Development Partner shall develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the sites redeveloped in accordance with the Agreement.
3. Select and Manage a Property Management Firm for the Rental Units
The HACA expects the Development Partner to assume the property management operation of the redevelopment and be responsible for the operations, maintenance and compliance with Local, State and Federal affordable housing standards.
4. Market and Lease-up the Multi-family Rental Units
The Development Partner shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements.
5. Market and Sell the Lease-to-Purchase and Homeownership Units (if any)
The Development Partner shall develop and implement a marketing and sales plan in accordance with applicable local, state and HUD regulations.

V. Housing Authority City of Annapolis Responsibilities

The HACA shall be responsible for the following:

- A. Lease of land
Lease the subject land under a long term ground lease that would require the project to be operated as affordable housing long term.
- B. Public/private partnership
Form a public/private partnership with the selected development team, if applicable.
- C. Development Agreement (DA)
Enter into a Development Agreement (DA) with the selected developer. The DA will provide for specific goals and timing to be met and will include a detailed scope of work, schedule and affordability levels agreed upon.
- D. Provider of Capital Grant Funds
HACA may make a limited amount of Capital Grant funds available to the redevelopment, subject to HACA Board approval and future capital funding from HUD. HACA will work with the Development Partner to achieve the maximum leverage of Capital Grant funds.

- E. Provider of Operating Subsidies
HACA will make financial contributions toward the cost of operating the redevelopment in the form of federal operating subsidies for the public housing units (i.e., those units under the Annual Contributions Contract). HACA will not provide to the Development Partner any amount larger than what it receives from HUD less an amount it will retain for its monitoring and asset management functions, to be defined prior to Step 2. For purposes of information HUD provides an operating subsidy amount of approximately \$343 PUM (Per Unit Month). Total Project Expense Level is approximately \$ 435PUM for fiscal year 2013. The Utility Expense Level is approximately \$130 PUM for fiscal year 2013. Developer Partners should be aware that in recent years HUD has “pro-rated” the PEL for public housing authorities nationally.
- F. Provider of Project-Based Housing Choice Vouchers/Section 8
HACA recognizes the economic benefit of utilizing Project Based Vouchers to leverage private debt financing. As such, the HACA may assign a project based HAP contract to the new community should it be required for financial feasibility, subject to HUD and HACA approval and shall be subject to all the project based voucher requirements, including 24 CFR Part 983.
- G. Land Owner
The HACA will remain owner of the land, and will lease the land to an ownership entity organized by the Development Partner (which entity may include HACA at HACA’s option). The lease may be structured to enable the Development Partner to receive Low Income Housing Tax Credits in connection with the project. As owner of the leasehold estate, the Development Partner is principally responsible to ensure that land and infrastructure improvements are being designed and constructed appropriately to satisfy the redevelopment project’s long term needs. The HACA shall have responsibility for obtaining any Payment in Lieu of Taxes (“PILOT”) Agreements with the City and Annapolis and Anne Arundel County and any related Cooperation Agreements as authorized by law.
- H. HACA Relocation
HACA shall review and approve the Development Partner’s proposed phasing plan for relocation of residents displaced by redevelopment activities. HACA will be responsible for the implementation of the relocation plan.
- I. Demolition and Disposition
HACA shall review and approve the Development Partner’s proposed demolition and disposition plan for any public housing units at the redevelopment. HACA shall assist with demolition and disposition plan approvals from HUD. All units demolished shall be replaced either on-site and/or off-site.
- J. Property Management
The HACA currently manages its properties. The HACA expects the Development Partner to propose a property management arrangement that will provide for long-term

stable property management for the best interests of the redevelopment, subject to HACA and HUD approval.

K. Asset Management

The HACA will continue to have asset management responsibilities related to the public housing units as well as all other units in which HACA has an ownership interest. The HACA will monitor and enforce the terms of its Lease(s), the Regulatory and Operating Agreement(s) with the Development Partner and require that all housing units be managed in accordance with applicable local, state and federal requirements.

L. Supportive Services

The HACA expects that the Development Partner will propose, a Community and Supportive Services Plan, which considers and consists of Section 3 and M/WBE program goals and requirements during the master planning, redevelopment and operating phases. . Once complete HACA will support the Development Partner in program implementation with its Pathways to Opportunities program.

M. Monitor Development Partner Compliance with Section 3

The HACA will monitor the Development Partner's plans and efforts for reaching Section 3 goals and objectives. The Development Partner's strategy must be coordinated and integrated with the Property Management and Maintenance Services Branch throughout the development process. Section 3 requirements apply not only to resident employment but also resident small businesses.

N. Facilitation of the redevelopment Steering Committee

The HACA will be responsible for ensuring that the redevelopment Steering Committee continues to understand and advise on all aspects of the development initiative.

VI. Evaluation Criteria, Process and Schedule

Developer evaluation of qualifications and selection shall be a function of the RFQ phase. An evaluation committee will be established to review and evaluate all submissions. The evaluation committee will select a contingent of developers based on a competitive range of scores which best meet the evaluation criteria for Step 1 RFQ: Qualifications.

Following evaluation and selection based upon Step 1 RFQ, the selected respondents may expect the opportunity to respond to one or more Request of Proposals (RFP) within a two-year period. The HACA reserves the right to reject any and all proposals and to waive minor irregularities. The HACA further reserves the right to seek new proposals when doing so is reasonably in the best interest of the HACA and/or the City of Annapolis.

The HACA is seeking development firms with demonstrated experience and ability in the tasks listed below.

1. Finance, develop and operate high quality public housing, affordable housing, senior housing and/or market-rate housing in mixed income housing developments and/or mixed use developments.
2. Create an appropriate and feasible concept for public housing, affordable housing, and mixed income development that will be compatible with and enhance the community.
3. Bring experience from the successful development and management of at least three comparable projects.
4. Secure financing and necessary local, state and federal approvals in a timely manner.
5. Provide creative solutions to financing the redevelopment and continued operation of the project, including any community supportive services.
6. Create a development and financing strategy that meets the HACA's affordability goals, and
7. Assemble and manage a qualified development team including members having experience with local environmental approvals and planning entitlements, design, construction, financing and marketing.

A. Evaluation Criteria- Step 1 RFQ: Qualifications

The following four criteria will be used by the evaluation committee to review the submission of qualifications and determine which developers will be "short listed," or invited to participate in the next stage of the evaluation process:

1. **Developer Experience.** Demonstrated experience in successful completion of similar mixed income/mixed finance, mixed use public/private partnership developments that have included public housing as an integral component. Developers must demonstrate how their experiences will help the project meet or exceed all the project expected outcomes articulated in this document.

(35 points)

2. **Demonstrated Qualifications.** Demonstrated qualifications of all the developer's teams and team members to develop and implement the various goals and expected outcomes of the project including any development experience in Annapolis. **(30 points)**
3. **Developer Financial Capacity.** Demonstrated financial capacity to secure the necessary funding to carry out the implementation of the project. **(25 points)**
4. **Resident Employment and Involvement.** Demonstrated strategy to include opportunities for resident employment and involvement, where practicable. **(10 points)**

B. Evaluation Criteria- Step 2 RFP: Technical Submission

The specific submission requirements for development proposals submitted for Step 2 will be provided to the selected Respondents in the competitive range. The scoring criteria will consist of the following:

1. The conceptual design proposal of the Developer and the degree it incorporates sound design principles to create a functionally sustainable community. The manner in which the Developer would implement the Physical Plan. If the Developer takes issue with any elements of the development goals, explain and show why it should be amended. **(20 points)**
2. Approaches the developer would use to finance the revitalization to achieve an economically feasible and sustainable development. **(15 points)**
3. How the developer would manage the entire redevelopment process including property management. **(10 points)**
4. The degree of risk the developer is willing to assume and the methodology for determining the amount of compensation expected. Such proposal should include a proposed role for HACA as part of the development team with compensation commensurate with its contribution of land, staff and ability to secure local, state and federal funding resources. **(10 points)**
5. Approaches the developer would use to partner with neighborhood groups to assure continuing and meaningful involvement in the development process and a significant long-term role for the residents; and also approaches for training and hiring residents and utilizing M/WBE. **(5 points)**

C. Complete RFQ Submissions

Complete RFQ submissions will be evaluated and ranked based on established Step I RFQ evaluation criteria and points.

Complete RFP submissions will be evaluated based on established Step II evaluation criteria and points, only (i.e. RFQ scoring will not be considered for RFP selection)..

D. Manner of Award

The HACA will award this RFQ solicitation based on the score of Step I to the most overall technically qualified, experienced, responsive, and responsible Respondents which is in the best interest to the HACA.

The Evaluation Committee will evaluate the submission of qualifications and apply the aforementioned criteria as they relate to redevelopment expected outcomes, outlined in Section III of this RFQ.

Qualifications will be evaluated in accordance with the “Competitive Proposal” process outlined in HUD’s Procurement Handbook and the HACA’s Statement of Procurement Policy.

The HACA shall retain the right to request additional information and impose a deadline for response(s).

E. Evaluation Process and Schedule

Step One – Request for Qualifications

- | | |
|--|-----------------|
| • Advertisement/Issuance of RFP | July 10, 2013 |
| • Pre-Submission Conference | July 23, 2013 |
| • Submission of Developer Qualifications | August 9, 2013 |
| • Notification of Selected Qualified Respondents | August 23, 2013 |

Step Two – Request for Proposals: TBD

- Technical Submission
- Submission of Developer Proposals
- Presentation(s) by Developer(s), as applicable
- Notification of Selected Developer
- Complete Development Agreement

The HACA shall conduct a Pre-Proposal Conference on Tuesday, July 23, 2013 from 10 am to 11:00 am Eastern Standard Time (EST) and a site inspection at approximately 11:30am. EST. The HACA strongly encourages that all parties attend.

Impromptu questions will be permitted at the Pre-Proposal Conference and verbal answers provided. Verbal answers provided by the HACA are not binding and only intended for general direction purposes. Written formal official responses to substantive questions will be provided in writing to each interested Respondent as set forth below. Any changes required will be issued as an addendum to this RFQ.

All interested parties are highly encouraged to attend the Pre-Submission Conference. All questions will be responded to in writing. A copy of the questions and HACA's responses shall be posted on the HACA website no later than Friday, August 2, 2013. The HACA reserves the right to modify the process, provided that no change shall conflict with State or Federal regulations. The HACA also reserves the right to change any of the dates set forth above.

Upon receipt of a submission by the HACA at the designated location, submissions, modifications to submissions, and withdrawals of submissions shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the HACA and not examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection only after a contract has been awarded and executed by all parties.

F. Additional Materials and Documentation. Upon request from the HACA, each developer shall submit any additional materials and documentation reasonably required by the HACA for its evaluation of the proposals.

G. Evaluation Committee

The HACA shall be required to establish an Evaluation Committee in compliance with State and Federal rules. The committee shall consist of no less than three (3) HACA employees, and may include City of Annapolis employees with related technical background or experience.

VII. RFQ Step 1: Submission Requirements

A. Responses Due

Submittal of qualifications in response to this Step 1 RFQ: Qualifications (one (1) bound original and five (5) copies) are due no later than 3:00 PM, EST on Friday, August 9, 2013, and should be sealed and addressed as follows:

Mr. Vincent O. Leggett, Executive Director
Housing Authority City of Annapolis
1217 Madison Street
Annapolis, MD 21403-2203
Attn: Newtowne 20, Step 1 RFQ Qualifications

The above stated deadline is firm as to date and hour. The HACA will treat as ineligible for consideration any submission that is received after that deadline. Upon receipt of each proposal, HACA will date and time stamp it to evidence timely or late receipt, and upon request, provide the developers with an acknowledgment of receipt. Faxed or emailed submissions will not be accepted. All submissions become the property of HACA and will not be returned.

B. Submittal Contents

All submissions shall include the following information and be organized in a manner that allows for the aforementioned evaluation criteria to be measured pursuant to the criteria outlined in Section VI A. Evaluation Criteria: RFQ Step 1:

1. General Information
 - a. Description of firm, including ownership structure.
 - b. Background on the company and its principals.
 - c. List of public housing, affordable housing, market-rate housing, and mixed-income rental facilities owned, managed, or controlled by the developer, if any.
2. Developer Experience
 - a. Documents and narrative demonstrating experience with similar projects (include both HUD and privately funded projects).
 - b. Narrative should, at a minimum, include a description of the experience in developing public housing, affordable housing, market-rate housing projects, and mixed income housing projects; overseeing operations, management maintenance and fiscal reporting for low income rentals.
 - c. Attachment should include information on projects noted above, and provide the following:
 - Development Name;
 - Date development process was completed;

- Total # of units by type, number of bedrooms, and square foot size;
 - Size and use of commercial or non-residential space;
 - Site acreage and density;
 - Number and type of parking;
 - Income groups served;
 - Total development cost and cost per square foot;
 - All financing sources including LIHTC syndicators and lenders with contact names, emails, faxes and telephone numbers; and
 - Identification of key personnel in the development, and extent of their involvement in planning and pre-development, financing, construction, marketing and property management.
3. Developer Qualifications
 - a. Identification and qualifications of each partner and/or key individual who would take part in this project.
 - b. M/WBE and Section 3 make-up of the development team and/or commitment to assemble such a team, to the greatest extent feasible.
 - c. Narrative relating qualifications of development team to Project Expected Outcomes outlined in Section III.

 4. Developer Financial Capacity
 - a. Recent audited financial reports and/or banks references for firm or individual designated as the managing party. Audited financial statements are required by the HACA for the RFQ, to demonstrate the financial capacity of the team.
 - b. Narrative relating how development team's financial capacity has been utilized to secure the necessary funding to implement similar development projects.

 5. Legal Experience

Narrative describing the experience of the law firm and/or the key legal personnel in structuring and negotiating complex real estate projects including bond finance and HUD grants or guarantees.

 6. References

Must include a minimum of five (5) recent references to include business name, address, email address, telephone number and the name of a contact person. Please indicate the nature of the association and length of relationship with references listed. The evaluation committee will contact any and all references to verify or clarify knowledge and or experience with other clients. References must reflect a wide range of contacts (lenders, public agencies, community groups, and others).

 7. Resident Employment and Involvement

Documents and narrative demonstrating experience with promoting and achieving resident employment and involvement in the development process.

8. Certification of Acceptance of Conditions

All submissions shall specifically indicate acceptance of the following conditions:

- a. Evidence of Financial Status. The HACA may require the submittal of whatever evidence it deems necessary relative to the offerer's financial status.
- b. Further Information. The HACA reserves the right to ask for further information from the offerer, either in writing or orally, and requests will be addressed to the contact authorized by the offerer to represent the developer.
- c. Right to Judge. The HACA reserves the sole right to judge the offerer's representatives, either in writing or orally, as to their veracity, substance and relation to this particular project scope.
- d. Exception. Any specific exceptions to the conditions or requirements as presented in the offerer's submission shall be written in this section. Alternate conditions and/or proposed modifications should also be presented in this section of the submission.
- e. HUD Forms and Certifications.

VIII. Terms and Conditions

- A. **Licenses.** Respondents must be licensed to perform work in the State of Maryland.
- B. **Incurred Expenses.** All expenses incurred in the preparation and submission of proposals shall be borne by the developer. The HACA will not be liable for any costs incurred by the responder in connection with interviews or presentations that may occur during the evaluation process.
- C. **Interpretations.** Questions regarding this Step 1 RFQ: Qualifications should be directed in writing, prior to COB Monday, July 29, 2013 to Ms. Lanice Hall (email: lhall@hacamd.org). Questions are acceptable if received by the above listed deadline. All questions responded to by the HACA will be posted as addenda to this RFQ on the HACA web site at www.hacamd.org
- D. **Additional Terms and Conditions:** The HACA reserves the right to add terms and conditions during contract negotiations and discussions.
- E. **Cancellation.** The HACA reserves the right to cancel this RFQ, or to reject, in whole or in part, any and all responses received regarding this RFQ, upon its determination that such cancellation or rejection is in the best interest of HACA. HACA further reserves the right to waive any minor deficiencies in the responses received, if it is in the public interest to do so.
- F. **Sole Discretion.** The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFQ, shall be at the sole and absolute discretion of the HACA, the HACA Board of Directors and HUD.
- G. **Rules and Regulations.** The Developer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest. Developers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect project implementation.
- H. **Withdrawals.** Respondents must give notice in writing to Mr. Vincent O. Leggett, Executive Director within two (2) working days after the submission deadline when exercising their right to withdraw their proposal.
- I. **Details and Omissions.** The apparent silence of specifications and supplemental information contained herein as to any detail or the omission from the specifications of detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality, correct type, size, and design are to be used. All interpretations of these specifications will be made on the basis of this statement.

- J. Economy of Preparation.** Submissions should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the RFQ.
- K. Proprietary Information.** All submissions received from respondents will become the property of HACA and will not be returned to the respondents.
- L. Respondent's Certification.** By submitting a proposal, the respondent certifies that he has fully read and understands the requirements of this RFQ and has full knowledge of the scope, nature, and quality of work to be performed.
- M. Anti-Discrimination.** Respondents agree that there will not be discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this RFQ.
- N. Personnel.** In submitting their proposals, respondents are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature in which cases the respondent must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the employees, consultants, or partners of the respondent under its sole direction and not employees or agents of HACA.
- O. Certifications of Eligibility**
Prior to award of a Contract, the successful Respondent is required to submit the following documents to the HACA to demonstrate compliance with Maryland State laws:
- Certificate of Good Standing issued by the Maryland State Department of Assessments and Taxation (SDAT).
 - HACA New Supplier/ Contractor Questionnaire
- P. Insurance.** Successful respondents will provide Comprehensive General Liability, Comprehensive Automobile Liability, Employers Liability and Errors and Omissions Liability coverage to protect itself and HACA. The State of Maryland, the HACA, its employees and representatives must be named as additional insured on all policies. The policies will provide limits of coverage acceptable to HACA and will be provided by highly rated insurance companies acceptable to HACA. The HACA reserves the right to impose additional insurance requirements prior to the execution of an agreement resulting from this RFQ.

Within fifteen days (15) after award of the RFP Contract and prior to the execution of the Contract, the selected Developer shall furnish to the Contracting Officer certificate(s) of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified. This insurance must be maintained throughout the entire performance period. The amounts below are subject to change prior to the RFP Step 2.

i. Workers' Compensation

The selected Developer shall carry Workers' Compensation insurance in such form and amount to satisfy, the applicable the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Maryland.

ii. Fidelity Bond

The selected Developer shall obtain and maintain, at its sole expense during the term of this Contract, a fidelity bond at a minimum of [\$500,000], or the minimum amount required by the applicable program, which shall cover all officers, employees, and agents of the selected Developer and which shall protect the selected Developer against loss by reason of, including but not limited to, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, wherever committed and whether committed directly or with others. The selected Developer shall furnish, at no cost or expense to the HACA, a certificate of such coverage, within thirty days from the award of the Contract.

iii. Errors and Omissions

The selected Developer shall obtain and maintain errors and omissions professional liability coverage at its own expense at a minimum of [\$1,000,000] per occurrence and [\$2,000,000] annual aggregate.

iv. Liability Insurance

The selected Developer shall maintain the following minimum insurance limits and coverage:

<u>Coverages</u>	<u>Limits</u>
Commercial General Liability	[\$2,000,000] single limits per occurrence for bodily injury and personal property damage
Personal Injury Liability	[\$1,000,000] single limits per occurrence. [\$2,000,000] for general aggregate
Automobile Insurance	Bodily injury liability limits of [\$1,000,000] each person and [\$1,000,000] per accident and

Workers' Compensation as required by laws of the State of Maryland

property damage liability limits of [\$1,000,000] per accident OR [\$2,000,000] combined single limit. Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the successful Respondent and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all its employees

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy associated with this Contract shall contain the following clauses:

- a) "This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to Housing Authority City of Annapolis (HACA), Office of the Executive Director, 1217 Madison Street, Annapolis, MD 21403-2203."
- b) "The Housing Authority City of Annapolis is added as additional insured with respect to operations performed for the State of Maryland and HACA."
- c) "It is agreed that any insurance maintained by the Housing Authority City of Annapolis will apply in excess of, and not contribute with, insurance provided by this policy".

The minimum insurance required shall be in full compliance with the State of Maryland Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

Upon execution of the Contract, the Development Partner agrees to deposit with HACA, certificate(s) of insurance necessary to satisfy the HACA that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HACA during the entire term of this Contract. Upon request of the HACA, the Development Partner shall be responsible for furnishing a copy of the policy or policies.

Failure of the Development Partner to provide and keep in force such insurance shall be regarded as a material default under this Contract. The HACA shall be entitled to exercise any or all of the remedies provided in this Contract for default of the Development Partner.

The procuring of such required insurance shall not be construed to limit the selected Developer's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the selected Developer shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

- Q. Guarantees.** The HACA will not provide completion, operating deficit, or other guarantees to investors from funds received by the HACA under the public housing development program, the Capital Fund or the Operating Fund.
- R. Developer Fees.** HUD has developed cost control and safe harbor guidelines for acceptable development fees in mixed finance projects. HUD reserves the right to review and reject a negotiated fee if it does not meet the cost control guidelines.
- S. Developer Fees to PHAs.** If the HACA acting as developer or co-developer of a project is entitled to a fee, the fee may be reinvested in the project. In cases where the project or subsequent phases of the project cannot benefit from the reinvested developer fee, the HACA may use the developer fee for other low-income housing purposes.
- T. HUD Contract Requirements.** If the HACA enters into a contract with the Developer, the Developer's contract must contain provisions of 24 CFR part 85.36 (i). Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold).
 - Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
 - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
 - Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair).
 - Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation).
 - Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor

regulations (29 CFR part 5). (Construction contracts awarded by the developer in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

- Notice of awarding agency requirements and regulations pertaining to reporting.
- Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- Access by the HACA, the State of Maryland, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000).
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Maryland State Government Article, §9-2006.

U. Cancellation of the RFQ. The RFQ may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the HACA..

V. Rejection of Proposals. The HACA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFQ may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

1. Determined to be unreasonable in price, including not only the total price of the proposal, but the prices for individual items as well; or
2. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFQ
3. Late submissions
4. Inadequate response to request for qualifications

5. Qualification not responsive

6. Applicant not responsible

W. Notice of Award. Any Contract arising out of this solicitation is subject to the approval of HUD as may be required by statute, regulation, rule, order or other directive.

X. Protests. An interested Respondent may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) The purchasing agency's failure to follow procedures established by 24 CFR §85.36 (a) and (d) (3).
- (2) The purchasing agency's failure to follow any rule established by 24 CFR §85.36.

The Notice of Protest shall be mailed by United States Postal Service (USPS) or hand-delivered to HACA and the Procurement Officer who is conducting the procurement within ten (10) business days of the postmark of the Notice of Non-Award sent to the protester. Delivery services other than USPS shall be considered hand-deliveries and considered on the date of actual receipt by the Procurement Officer.

Head of Contracting Office		Procurement Officer	
Name:	Vincent O. Leggett	Name:	Heather Walker
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	HACA 1217 Madison Street Annapolis, MD 21403	Mailing Address:	HACA 1217 Madison Street Annapolis, MD 21403
Business Address:	1217 Madison Street Annapolis, MD 21403	Business Address:	1217 Madison Street Annapolis, MD 21403

Y. Availability of Funds. The award of a Contract and any allowed renewal or extension is subject to the availability of Local, State and/or Federal funds.

IX. HUD Forms

Interested Developers are required to submit the following forms with their submission. Forms can be downloaded from the HUD website at www.hud.gov.

- **Instructions to Respondents Non-Construction, Form HUD 5369-B**
- **Certifications and Representatives of Respondents, Form HUD 5369-C**
- **General Conditions for Non-Construction Contracts, Form HUD-5370**

- **General Contract Conditions for Small Construction/ Development Contracts, Form 5370-EZ**

Attachments

- **Maryland State Authority**
- **Wage Certificate for Service Contracts**
- **General Conditions Form HUD 5370**
- **Instructions to Respondents Non-Construction, Form HUD 5369-B**
- **Certifications and Representatives of Respondents, Form HUD 5369-C**
- **General Conditions for Non-Construction Contracts, Form HUD-5370**
- **General Contract Conditions for Small Construction/ Development Contracts, Form 5370-EZ**