

CHEBOYGAN HOUSING COMMISSION

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REQUEST FOR QUALIFICATIONS

Public Housing Redevelopment & Repositioning Partner

RFQ Housing Authority Contact:

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TABLE OF CONTENTS

Contents

I.	INVITATION	4
II.	HOUSING AUTHORITY BACKGROUND & INFORMATION	5
A.	Mission	5
B.	Housing Authority Background.....	5
III.	SCOPE OF PARTNER SERVICES	6
A.	Overview.....	6
B.	Considerations.....	6
1.	Planning Considerations.....	7
2.	Resident Relocation Considerations.....	7
3.	Staffing & Management Considerations	7
4.	Financial Considerations	8
C.	Property Profiles	9
D.	Statement of Work	12
E.	Disclosures & Reservation of Rights.	12
IV.	SUBMISSION & EVALUATION REQUIREMENTS	14
A.	Summary of Submission Requirements	14
B.	Description of Requirements	14
C.	Evaluation of Criteria.....	16
V.	SCHEDULE & REQUIRED INFORMATION	18
A.	Selection Process and Schedule.....	18
B.	Pre-Submission Conference	18
C.	Selection Committee.....	18
D.	Interpretation.....	19
E.	PHA Options & Reservation of Rights	19
F.	Contract Form and Issues.....	19
G.	Rules, Regulations and Licensing Requirements	19
H.	M/WBE Utilization/Resident Employment.....	19
I.	Equal Employment Opportunity.....	19
J.	Personnel	20
K.	Contact with PHA Staff, Board and Residents.....	20
L.	Incurred Costs in Preparing Proposals.....	20

M. Additional Information20

VI. ATTACHMENTS & REFERENCES..... 21

A. Score Sheet.....21

B. Form for Fee Proposal – NA21

C. Certifications/Assurances Forms.....21

D. Roles & Responsibilities Checklist21

E. Sample Redevelopment Memorandum of Understanding21

F. Mixed Finance Interim Rule and HOPE VI Grant Agreement21

I. INVITATION

Request for Qualifications 2021-02 Public Housing Repositioning & Redevelopment Partner

The Cheboygan Housing Commission seeks qualifications from eligible and qualified partners to reposition and redevelop its public housing program. The request for proposals is available on the [Cheboygan Housing Commission website](#) or by request.

Interested parties may respond to the Cheboygan Housing Commission, Executive Director/Contracting Officer at catherine.schulz@cheboyganhousing.org. Cheboygan Housing Commission is an Equal Employment Opportunity and encourages Section 3, Small, Minority-owned, Women-owned, and Veteran-owned businesses to submit responses. Respondents must comply with all aspects of [24 CFR](#), Fair Housing, Equal Employment Opportunity, and must be compliant with Federal Labor Wages and all aspects of federal, state and local law in its operation and administration.

Eligible and interested respondents will be required to submit original response to this request including all items listed in the RFQ package either via mail to: Cheboygan Housing Commission, Attn: Catherine Schulz, Director, PO Box 5069 Cheboygan, MI 49721 or email to Catherine.schulz@cheboyganhousing.org no later than **4:00pm (EST) on SEPTEMBER 10, 2021.**

II. HOUSING AUTHORITY BACKGROUND & INFORMATION

A. Mission

The PHA's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote social determinants of health and support personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

B. Housing Authority Background

The City of Cheboygan in Cooperation Agreement with the US Department of Housing and Urban Development (HUD) established the Public Housing Authority (PHA) in 1962. Initially, the PHA developed three scattered site properties comprising one (1) Asset Management Project (AMP) with thirty-eight units of varying sizes (1-4 Bedrooms); with less than fifty units, the PHA is considered to be a 'very small' PHA for the purpose of public housing repositioning training and guidance. The PHA manages one hundred and twenty housing choice vouchers in its jurisdiction consisting of the City of Cheboygan and seven surrounding townships; the PHA has received permission from the Detroit Regional Field Office to use a percentage of its vouchers as project based vouchers to optimize its voucher program. The housing authority is governed by a board of commissioners appointed by the city manager as described in [Title III, Chapter 32, parts 55-57](#) of Cheboygan city ordinance.

Public housing improvements, repairs and renovations are funded by the US Department of Housing and Urban Development (HUD) Capital Fund Program (CFP). Through the Capital Fund Program, the housing authority applies for a formula grant to address ongoing capital improvements to public housing properties. Locally, there are significant capital improvements needed to improve public housing units and properties that cannot be achieved through CFP funding. Public housing funding shortfall is a national phenomenon. Nationally, the backlog of capital improvement needs is estimated by HUD to be approximately \$26 billion dollars. As such, in Fall 2018, HUD announced to housing authority directors the department's goal of aggressively working to reposition the public housing program. More information on repositioning can be found at HUD.gov.

Through this request for qualifications the PHA intends to reposition its public housing portfolio utilizing Section 18 guidance provided by HUD's Office of Recapitalization. After early evaluation of repositioning options, the PHA is eligible and interested in converting the public housing program through Section 18 demolition/disposition with the support of a repositioning and redevelopment partner. Section 18 demolition/disposition purpose, eligibility requirements and procedures can be found in [HUD notice PIH2018-04](#).

III. SCOPE OF PARTNER SERVICES

A. Overview

The Cheboygan Housing Commission has a stated interest in furthering its mission to provide quality, affordable housing in the City of Cheboygan through repositioning. Additionally, the PHA is very interested in developing mixed income housing to better meet the needs of the community, and in supportive housing programs for the aged and for family unification. While the PHA and the community are very small, repositioning and redeveloping the public housing program, and improving access to supportive services will create great impact on quality of life in and around Cheboygan.

Through this request for qualifications the PHA seeks an experienced development partner dedicated to making significant impact on a small, rural community. With its partner, the PHA aims to:

- 1) Preserve and expand affordable housing in Cheboygan in compliance with 'commensurate public benefit' and other requirements as stated in Section 18 public housing demolition and disposition guidance.
- 2) Redevelop public housing properties, adding swing housing if needed, using the PHA voucher allocation to continually assist very low income families and individuals through development of high quality mixed-income housing; this will concurrently aid in optimizing the PHA's voucher program.
- 3) Respond to community needs and reduce current barriers to individual, family, and community success through partnership with supportive housing providers and/or through contractual agreements with other publicly funded entities capable of providing necessary services including case management.

All submissions from eligible and experienced affordable housing development firms and/or supportive housing providers will be considered. The housing authority seeks a partner that will assist with both the disposition of public housing and the redevelopment and expansion of Cheboygan's affordable housing portfolio.

Please do not respond to this request if you are interested in consulting only and do not intend to actively engage in this project from pre-development planning and Section 18 application through Lease-up of redeveloped units.

B. Considerations

As a very small PHA, HUD awarded Technical Assistance to assist with review of repositioning options and to help navigate the best path forward. This request for qualifications is not a request for further consulting. Rather, the PHA will select an active partner that will assist with predevelopment needs assessment and planning, technical aspects of special application to HUD and public housing inventory removals, communication and resident relocation, and with all aspects of redevelopment and construction. The Executive Director of the PHA, with support of HUD's Detroit Regional

Field Office and small PHA Technical Assistance provided by HUD, is responsible for coordination of all aspects of public housing repositioning so seeks a qualified and experienced partner that will mitigate risks and ensure compliance with related HUD and labor guidance.

1. Planning Considerations

The City of Cheboygan does not require owners of residential properties being used as rentals to register as a business. No data is collected on unit type, accessibility, or affordability. Attempts to establish rental registration procedures have been met with extreme opposition. Before pursuing redevelopment, the PHA seeks a comprehensive housing needs assessment and community needs assessment to determine need for affordable, accessible units and supportive services. Some surveys and data collection efforts took place at the beginning of the city's Michigan Main Street project in 2018; however, those efforts were geared toward the needs of business community and Downtown Development Authority (DDA) district, not to the needs of the workforce or low/very low income families and individuals.

To address planning needs and inform repositioning, the PHA has applied for CY 2021 Choice Neighborhoods Planning Grant. With this grant, the PHA would select a planning partner to undertake comprehensive housing community needs assessments targeting the neighborhoods surrounding its public housing on Cheboygan's east side. Needs assessments would inform a neighborhood 'Transformation Plan' that would include redevelopment of public housing, improvements to neighborhood amenities, and access to supportive services. If Choice Neighborhoods is awarded, the PHA seeks a repositioning and redevelopment partner who can assist in achieving planning goals in preparation for repositioning and redevelopment.

Data on Cheboygan's vacant units and housing needs through the Choice Neighborhoods mapping tool, HUD Fair Market Rent (FMR data), American Community Survey and other tools is not inclusive of the subversive and undocumented rental market in Cheboygan and similar communities throughout northern Michigan.

2. Resident Relocation Considerations

Rehousing public housing tenants using Tenant Protection Vouchers (TPVs) may prove challenging due to lack of available units/owners in the community that are willing to comply with Section 8 program guidance and Payment Standards. Unit availability is further complicated by rapidly increasing property values in Cheboygan. Privately owned homes and complexes that have worked with the PHA's voucher program for decades are being sold or converted to short-term vacation rentals, further decreasing affordable housing stock. Construction of 'swing' housing may be beneficial in housing public housing tenants while redevelopment work is completed.

3. Staffing & Management Considerations

As a very small PHA the Cheboygan Housing Commission employs 3.3 Full-Time Equivalents (FTEs) including a full-time Director, full-time Maintenance Supervisor, a part-time Operations Supervisor and a part-time Maintenance Technician. The Maintenance Technician position was added early in the 2019 calendar year/fiscal year ending 2020 due to extraordinary maintenance needs causing lengthy turns of public housing units; the position was needed to reduce vacancy loss which was accomplished at the end of the fiscal year ending March 31, 2020. The PHA, however, cannot sustain this level of staffing and anticipates reduction in staffing if repositioned through Section 18. Staff will be encouraged to transition to working at the PHA's nonprofit affiliate where we hope redeveloped properties will be held; the PHA is interested in retaining local ownership, not in a management contract. It is the sincere hope of PHA leadership that any redevelopment partner would assist in planning the best path forward, whether that includes local ownership (preferred) or contracted management, and subsequent placement of PHA staff at redeveloped project(s) to the extent possible.

4. Financial Considerations

Current program information is being provided to aid in development of any proformas that may inform responses to this RFQ, and to aid in and understanding of why the PHA is pursuing Section 18 rather than RAD or other repositioning options. When reviewed, RAD rents were significantly lower than FMR at about \$100 less than FMR for each unit size, resulting in estimated \$14 per month estimated cash flow.

The PHA holds a limited operating reserve, and few capital assets other than maintenance equipment, office equipment, and mechanical equipment and appliances in public housing units. The PHA's greatest asset is the large amount of land entrusted to the city for the purpose of housing as listed on its original Declaration of Trust. No appraisals have been ordered but the value of properties, all within city limits, is expected to be quite high. The PHA has paid for an Environmental Review that was done with the possibility of demolition and disposition in mind in hope that it can be used for the Section 18 application as well as access to its 2021-2024 Capital Fund.

Cheboygan Housing Commission has a difficult time leasing units in its voucher program due to lack of available units where owner is interested in complying with program regulations and inspection, and because owners frequently state they can 'get more' from unassisted tenants. In response to this rental climate, to be more competitive, and to prevent recapture of voucher obligated funds, the PHA set 2021 Payment Standards at 110% of Fair Market Rent (FMR), the maximum allowed by HUD.

The FY 2021 Cheboygan County, MI FMRs for All Bedroom Sizes

Year	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
FY 2020 FMR	\$495	\$548	\$713	\$933	\$966
FY 2021 FMR	\$489	\$545	\$700	\$921	\$946
Payment Standard	\$538	\$614	\$809	\$1021	\$1097

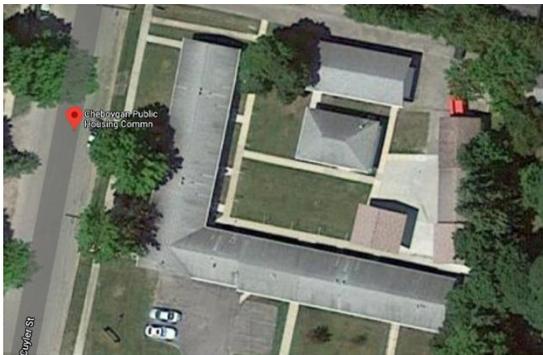
FY 2021 Public Housing Utility Allowances

Unit Size	Gas	Electric	Total
1	\$42.00	\$38.00	\$100.00
2	\$50.00	\$52.00	\$102.00
3	\$57.00	\$64.00	\$121.00
4	\$65.00	\$76.00	\$141.00

FY 2021 Flat Rent and Security Deposit

Unit Size	PH Flat Rent	PH Security Deposit
1	\$475	\$250
2	\$575	\$300
3	\$845	\$350
4	\$850	\$400

C. Property Profiles



LINCOLN/CUYLER SITE

- Office at 659 Cuyler Street
- (6) 1BR Standard Units
- (2) 1BR 504 Compliant Accessible Units
- Community Room & Carport
- Maintenance Garage
- Workshop & Storage Shed
- Storage Cages (1/unit)



CLEVELAND AVENUE SITE

- (8) Duplexes
 - (16) Units 2-4 BR
 - 1 Storage Shed/unit (4) structures
 - (2) Parking Lots
 - Close to Elementary School
 - Adjacent to Rec Center & City Park*
- (*same legal description, amenities on property listed on the PHA Declaration of Trust)





NORTH F/THIRD STREET SITE

- (7) Duplexes
- (14) Units 1-3 BR
- 1 Storage Shed/unit (4) Structures
- Parking Lot
- City Park in Close Proximity



D. Statement of Work

Statement(s) of work will be further developed based on respondent's qualifications and area(s) of interest. In general, the housing authority aims to accomplish the following through partnership with a repositioning and redevelopment partner.

1. **Reposition** the low-income public housing (section 9) program to a more sustainable funding platform. The housing authority seeks to preserve affordable housing by adding units and to 'voucher out' the public housing program. Units will be privately owned, rent subsidies will be available through section 8 housing choice vouchers and project based vouchers; this will have a secondary benefit of optimizing the PHA's underleased voucher program.
2. **Redevelop**, or complete substantial rehabilitation the three (3) scattered sites that public housing currently sits on, addressing ongoing capital needs, inaccessibility and maintenance issues related to aged properties, adding units.
3. **Support** community needs and implement supportive services allowing tenants to maintain stable, quality housing and achieve goals related to moving on to unsubsidized housing if desired and/or maintaining independence related to age and/or ability.

E. Disclosures & Reservation of Rights.

1. Disclosures

The Cheboygan Housing Commission complies with all state, federal and local laws including the Open Meetings Act and Freedom of Information Act. Any qualifications, proposals or other attachment and documentation submitted to the PHA in response to this request is subject to disclosure under these provisions.

2. Reservation of Rights

The Cheboygan Housing Commission (the PHA) reserves the right to reject any submission in whole or in part due to omission of information or other defect if it is in the best interest of the PHA.

The PHA accepts no financial burden of costs associated with the review and submission of qualifications. All expenses related to this request are to be paid by the submitter.

The PHA reserves the right to award agreements or contracts to the submitter who is most qualified based on technical factors related to affordable housing knowledge and expertise, not based on solely on lowest stated cost if applicable.

The PHA reserves the right to amend the scope of work as needed to meet the needs of its staff, clients and the community.

The PHA reserves the right to request additional information from all firms/agencies submitting qualifications or to issue additional requests for qualifications as needed until a satisfactory partner or partners is/are acquired.

The PHA reserves the right to select one or more eligible firms/agencies to assist with the scope of work stated in this request to achieve the goals of the housing authority and of the community.

The PHA reserves the right to dismiss any submission of qualifications from firms/agencies providing insufficient information, incomplete information or determined to be unresponsive in response to this request and subsequent communications related to the request.

To ensure timely completion, the PHA reserves the right to require the selected redevelopment and repositioning partner to report all changes to staffing assigned to this project within thirty (30) calendar days of the effective date of change. The firm or agency will be responsible for providing the information stated in the project staffing section of the submission requirements for any replacement or additional staff assigned to this project.

The PHA retains the right to terminate partnership agreement if adequate staffing is not maintained.

The PHA retains the right to terminate partnership agreement achieved through this RFQ and/or Memorandum of Understanding before a Master Development Agreement is executed IF the selected partner(s) are determined to be non-responsive; response from the partner when contacted by the PHA is expected within ten (10) business days.

The PHA reserves the right to retain all submissions and use the information contained within as needed to advance affordable housing and supportive services for its clients and the community.

If awarded a Choice Neighborhoods Planning Grant, the PHA reserves the right to use repositioning and redevelopment partner selected under this RFQ as its Choice Neighborhoods planning partner; the stated goals in both projects (repositioning and Choice Neighborhoods) are the same. If awarded, the partner must be eligible to receive payment from the PHA as described in HUD Form 53156 'Choice Neighborhoods Application Certifications.'

IV. SUBMISSION & EVALUATION REQUIREMENTS

A. Summary of Submission Requirements

Eligible and interested development firms and/or supportive housing providers employing a development staff please submit executive summary, qualifications, references and additional information to the Cheboygan Housing Commission.

B. Description of Requirements

1. Executive Summary

Please submit a cover letter summarizing your firm or agency's qualifications and experience in development or redevelopment of HUD subsidized affordable and/or supportive housing projects. Experience with supportive services and housing-based case management should also be noted in the cover letter. Qualifications from firms and agencies familiar with pervasive and extreme poverty in rural communities are appreciated. The housing authority will consider regional experience with affordable housing development, substantial rehabilitation and redevelopment, and financing available to rural communities. Specifically, the PHA is interested in a partner with demonstrated experience and success working with Michigan's Low Income Housing Tax Credit Qualified Allocation Plan, USDA Rural Development, and other regional resources.

Executive Summary should specifically state that the scope of services has been reviewed and state which aspects of scope the submitter is interested, eligible, and qualified to achieve through partnership with the PHA. Furthermore, since the PHA will be working with a HUD expediter, the Executive Summary should provide a commitment to achieve goals and work tasks in the most timely and efficient manner possible.

2. Approach Section

For each task stated in the scope of work, explain how it would be accomplished. Tasks include:

- a. Assist the PHA in communication of repositioning goals and project details.
- b. Assist the PHA in completion of a comprehensive housing needs assessment.
- c. Assist the PHA in completion of a comprehensive community needs assessment.
- d. Assist the PHA Executive Director and Board of Commissioners in creation of a redevelopment plan for existing public housing units.
- e. Assist in procuring required real estate appraisal and other assessments of property listed on the PHA's Declaration of Trust.
- f. Assist the PHA in review of proformas and procuring financing for redevelopment project including but not limited to application for Low Income Housing Tax Credits.

- g. Assist with submission of Section 18 application to HUD Special Application Center.
- h. Assist in procuring and reviewing proposals for disposition, i.e. sale of the property for commensurate public benefit (if applicable)
- i. Assist in review and selection of additional redevelopment partners and/or supportive housing providers interested in redeveloping the scattered sites.
- j. Assist the PHA in its transition out of Section 9 Low Income Public Housing funding platform including PIC inventory removals.
- k. Assist in development of a relocation plan for current public housing tenants, procuring a relocation specialist as need.
- l. Assist the PHA in optimizing its Section 8 funding through housing choice vouchers, tenant protection vouchers, project based vouchers etc.
- m. Assist in building capacity of its non-profit affiliate to operate as an extension of the PHA based on partner experience and industry best practice.
- n. Develop and implement housing-based supportive services for special populations, namely families seeking reunification, the disabled and the elderly, and workforce housing.
- o. Assist the PHA in development of a community center with robust programming.
- p. Redevelop and Lease up completed units.

3. Project Staffing

Provide your firm or agency's organizational chart. For all principal staff that will be assigned to this project, please provide names, roles, experience, time commitment to the Cheboygan Housing Commission repositioning and redevelopment project and curriculum vitae or resume for each assigned staff person.

To ensure timely completion and highest quality outcomes the PHA hopes to achieve through repositioning and redevelopment, any changes to staffing assigned to this project must be reported to the PHA within thirty (30) calendar days of the effective date of change. The firm or agency will be responsible for providing the information stated here for any replacement or additional staff assigned to this project.

4. Qualifications

Provide project summaries for relevant past experience with affordable housing and supportive housing developments. Qualifications may be organized by firm, project, or type of experience. Specific experience with Michigan's Qualified Allocation Plan will be taken into consideration. Please provide a contact at each project listed in addition to references.

5. Fee and Financial Information

A fee schedule is not required for the submission of qualifications, however, any charges that would be payable by the PHA for predevelopment activities including planning fees and subsequent negotiation of a real estate transaction to dispose of

properties (if applicable) should be included with schedule of when payment is expected. The PHA seeks and ACTIVE PARTNER, not just a consulting agreement.

6. References

In addition to references from past projects, please provide at least three (3) additional references that can attest to your firm or agency's ability to reposition and redevelop HUD subsidized public housing projects for commensurate public good, implement supportive housing services and community services programs, and/or familiarity with rural housing and community development.

C. Evaluation of Criteria

25 points will be awarded for each of the following aspects of submissions. See score sheet in attachments.

1. Creativity

Creativity will be assessed based on submitters' uniqueness of approach in understanding the community, its challenges, and drafting a vision for the future of affordable housing and supportive services that is sustainable and person-centered. Assessment of all current and possible resources attainable through partnership, public and private funding opportunities, and assessment of feasibility and sustainability should be evident.

2. Quality

Quality of submission will be assessed based on submitters' thoughtful review of the PHA's mission, background, barriers and goals it hopes to achieve through repositioning. To achieve full points for quality, all aspects of the scope of work and specific approach to achieve each aspect should be identified in addition to all other items in the 'Description of Requirements' section of the RFQ.

3. Experience

Points for experience will be awarded for number of similar projects and/or partnerships successfully achieved by the submitter; increasing number of points awarded for increasing range of successful projects. Additional points will be awarded for projects completed in Michigan or the Great Lakes region, and for experience with MSHDA's Qualified Allocation Plan.

4. Eligible Business and Preferences for Section 3, Minority Owned, Woman Owned, Veteran Owned and special business types

Businesses certifying compliance with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law will be awarded points. Additional points

will be given to special business types. Fees associated with predevelopment partnership will also be assessed in this section.

V. SCHEDULE & REQUIRED INFORMATION

A. Selection Process and Schedule

Request for Qualifications Issued	July 22, 2021
Pre-Proposal Conference	September 1, 2021
Due Date to Submit Qualifications	September 10, 2021
Interview Potential Partners	September 13-14, 2021
Redevelopment Partner Selection	September 15, 2021
Negotiate & Draft Memorandum of Understanding	September 15-30, 2021
Board Approval of Memorandum of Understanding	October 20, 2021

B. Pre-Submission Conference

A pre-proposal conference will be held to review the content of the RFQ and to address any questions not resolved through the information in the RFQ. Minutes or other documentation of the conference will be made available on the PHA's website as attachment to the RFQ. This will be the only opportunity to verbally request clarification or ask questions of the PHA.

Call in information:

REPOSITIONING PREPROPOSAL CONFERENCE
Wed, Sep 1, 2021 10:00 AM - 11:00 AM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/890037997>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (872) 240-3212
- One-touch: <tel:+18722403212,,890037997#>

Access Code: 890-037-997

C. Selection Committee

As a very small PHA, the Executive Director is the primary staff person responsible for all aspects of operations including procurement of a redevelopment and repositioning partner or partners in compliance with 24 CFR Part 85. Any consultation with other local service providers will be done after ensuring no conflict of interest exists. Commissioners will receive copies of all responses and will vote to select a partner.

D. Interpretation

Questions about how to interpret the RFQ may arise. Please submit all questions to the PHA in writing by emailing the Executive Director/Contracting Officer at: Catherine.schulz@cheboyganhousing.org

The question and written response will become an addendum to the RFQ. The PHA will not respond to verbal requests for clarification after the pre-submission conference.

E. PHA Options & Reservation of Rights

The PHA reserves the right to cancel the RFQ, reject any or all proposals, and to waive minor informalities for proposers if it is deemed in the public interest to do so.

Please review reservation of rights stated in section III(C).

F. Contract Form and Issues

While contractual agreements may result from the selection of a redevelopment and repositioning partner, there is no set form of contract required for submission of qualifications.

If a partner is selected as a result of this RFQ, the PHA may enter into a Memorandum of Understanding to complete required predevelopment activities required to achieve its goals related to repositioning the public housing program.

G. Rules, Regulations and Licensing Requirements

Respondents may list any rules, regulations, and licensing requirements they have experience with, or are prepared to meet/utilize with relation to this project.

H. M/WBE Utilization/Resident Employment

As stated in the invitation, the PHA is committed to promoting the work of Minority, Women-owned Business Enterprise, and Section 3 qualified firms/agencies. Businesses with these designations are encouraged to submit a response to this request.

I. Equal Employment Opportunity

It is the continuing policy of the Cheboygan Housing Commission not to discriminate against any employee, contractor, or applicant for employment because of race, color, religious belief, sex, age or national origin in regard to any position for which the employee or applicant for employment is qualified. Further, it shall be the policy of the

CHC to take affirmative action to employ, advance in employment and otherwise treat minority and female individuals without discrimination in accordance with the policies of federal, state and local governments.

The Executive Director of the Cheboygan Housing Commission is dedicated to Justice, Equity, Diversity, and Inclusion, and will serve as Equal Opportunity Officer for the commission.

The Cheboygan Housing Commission Equal Employment Opportunity Policy applies to all contractors and partners that may be selected through this RFQ. Any contractor or partner wishing to do business with the PHA must also have a policy to ensure Equal Employment Opportunity and demonstrated compliance in promoting equity in their workplace and employment practices.

J. Personnel

Consultants and/or partners procured through this RFQ or subsequent proposals will not be considered PHA personnel, and the PHA assumes proposal of certain personnel assigned to this project to be a statement of their availability to the work.

K. Contact with PHA Staff, Board and Residents

Contact with PHA staff, board members, and tenants/residents is prohibited during the selection process.

L. Incurred Costs in Preparing Proposals

The PHA accepts no financial burden of costs associated with the review and submission of qualifications. All expenses related to this request are to be paid by the submitter.

M. Additional Information

In addition to forms required for HUD, the PHA requests that all submissions use the cover sheet provided as an attachment to the bid. Additionally, regardless of the nature of the submission or contracts that may result, the PHA asks that all submitters complete the confidentiality agreement, authorization to contact references and workers compensation certificate.

VI. ATTACHMENTS & REFERENCES

A. Score Sheet

Score sheet has been provided and is based on information in section IV(c) of RFQ.

B. Form for Fee Proposal

Fees for predevelopment activities can be disclosed in a format of the submitter's choosing. Please provide procedures for ensure competitive pricing for all work resulting from partnership. If work will be done with with related or preferred providers, provide procedures that will ensure their pricing remains competitive.

C. Certifications/Assurances Forms

1. Form HUD-5369-B, Instructions to Offerors – Non-Construction
2. Form HUD-5369-C, Certifications and Representations of Offerors – Non-Construction Contract
3. Form HUD-5370-C, General Conditions for Non-Construction Contracts
4. Federal Wage Reporting required for construction contracts
5. Complete W-9
6. Cover Sheet
7. Confidentiality Agreement
8. Authorization to Contact References
9. Workers Compensation Certificate

D. Roles & Responsibilities Checklist

Roles and responsibilities listed in this request are summarized in the checklist.

E. Sample Redevelopment Memorandum of Understanding

The sample MOU is intended to reflect a summary of the work that will be required to establish redevelopment and repositioning activities only. The MOU will include the 13 required clauses listed in 24 CFR part 85.36(i). Additional contracts may be required to complete the Section 18 application, and the repositioning and redevelopment process, and will be procured in compliance with Part 85 and the Mixed-Finance Rule. A Master Development Agreement will be the outcome of the work stated in the RFQ and MOU.

F. Mixed Finance Interim Rule and HOPE VI Grant Agreement

The PHA has no previous Mixed Finance developments. Through this RFQ, it is understood that the selected partner/developer will likely have an ownership interest in the entity that owns and operates the units in rehabilitated, mixed-finance developments (e.g., as the General Partner of a Limited Partnership). The PHA and selected respondent will comply with all aspects of the Mixed Finance Interim Rule. Partners may use a related or 'preferred' investor under the Mixed-Finance Rule; however, the partner will be encouraged to 'shop' and ensure best rates/yields for the project.

HUD established Hope VI grants to eradicate severely distressed public housing. Cheboygan Housing Commission is not in receipt of HOPE IV grants and will not be eligible through repositioning through Section 18 conversion.

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT A.

Score Sheet

SUMMARY		
1.	Creativity	25 Points
2.	Quality	25 Points
3.	Experience	25 Points
4.	Eligibility, Special Business Type & Cost	25 Points
MAXIMUM POSSIBLE POINTS		100 Points

1. Creativity 25 Points		
Creativity will be assessed based on submitters' uniqueness of approach in understanding the community, its challenges and drafting a vision for the future of affordable housing and supportive services that is sustainable and person-centered. Assessment of all current and possible resources attainable through partnership, public and private funding opportunities, along with assessment of feasibility and sustainability should be evident.		
Demonstrated understanding of the community		4 points
Vision for the future of the community		4 points
Creative approach to affordable housing specific to community needs		4 points
Creative approach to supportive services specific to community needs		4 points
Creative approach to housing with services that is accessible and person-centered		4 points
Creative utilization of resources that is feasible and sustainable		5 points

2. Quality 25 Points		
Quality of submission will be assessed based on submitters' thoughtful review of the PHA's mission, background, barriers and goals it hopes to achieve through repositioning. To achieve full points for quality, all aspects of the scope of work and specific approach to achieve each aspect should be identified in addition to all other items in the 'Description of Requirements' section of the RFQ.		
Completion of submission with all stated requirements fulfilled		16 points
Approach to communication and needs assessments identified in submission		1 point
Approach to creation of a redevelopment plan identified in submission		1 point
Approach to procurement of appraisals and/or proposals for disposition identified in submission		1 point
Approach to assisting the PHA with transition off section 9 funding platform		1 point
Approach to relocating tenants through section 8 vouchers including housing choice, tenant protection		1 point
Approach to financing redeveloped properties including assistance building capacity of the PHA's nonprofit affiliate		1 point

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT A.

Score Sheet

Approach to developing supportive housing for special populations	1 point
Approach to assisting the PHA in developing supportive community services and facilities to house them	1 point
Approach to redevelopment and Leasing of completed units	1 point

3. Experience | 25 Points

Points for experience will be awarded for number of similar projects and/or partnerships successfully achieved by the submitter; increasing number of points awarded for increasing range of successful projects. Additional points awarded for regional experience.

2-4 successfully implemented supportive housing and/or public housing repositioning projects	5 points
5-7 or more successfully implemented supportive housing and/or public housing repositioning projects	10 points
8 or more successfully implemented supportive housing and/or public housing repositioning projects	15 points
Successful projects developed in the State of Michigan or the Great Lakes region	5 points
Successful application for Low Income Housing Tax Credits through Michigan State Housing Development Authority Qualified Allocation Plan	5 points

4. Eligible Business and Preferences for Section 3, Minority Owned, Woman Owned, Veteran Owned and special business types | 25 Points

Businesses certifying compliance with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law will be awarded points. Additional points will be given to special business types. Fees associated with partnership will also be assessed in this section.

Section 3, Minority Owned, Woman Owned, Veteran Owned and special business types	15 points
Submission and firm/agency submitting qualifications is compliant with Fair Housing, Equal Employment Opportunity and all aspects of federal, state and local law	10 points
If applicable, fees associated with partnership are minimal	5 points

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

=====
Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000
=====

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS																
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION								PROJECT OR CONTRACT NO.								
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



CHEBOYGAN HOUSING COMMISSION

659 Cuyler Street, PO Box 5069, Cheboygan MI 49721 | p. 231.627.7189 | f. 231.627.5772 | e. cheboyganhousing@gmail.com

REQUEST FOR PROPOSALS RESPONSE COVER SHEET

Response to RFP #: _____

Response due date: _____ Submission Date: _____

Name of business/firm: _____

Federal Tax ID Number: _____

DUNS Number: _____

SCC Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Direct Contact Name: _____

Email: _____

CERTIFICATION:

In signing below, the respondent certifies to be an authorized agent of the business/firm submitting response and that the request has been read in its entirety, understands and agrees to all terms, conditions and requirements as stated in the scope of work and in the request.

Print Name

Title

SIGNATURE

Date



CHEBOYGAN HOUSING COMMISSION

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FORM – PHA Agent Acceptance of Confidentiality Agreement



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to understand this form please notify our management office. Language services available upon request.

ACCEPTANCE OF CONFIDENTIALITY AGREEMENT

(to be completed by all employees, board members, contractors and other that may have access to PII)

DEFINITIONS

As used in this Notice, the following terms are defined as:

Personally Identifiable Information (PII) – Defined in OMB M-07-16 as “information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”

Sensitive Personally Identifiable Information. PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver’s license numbers, medical records, and financial account numbers such as credit or debit card numbers.

PURPOSE

(see NOTICE PIH-2015-06)

The public housing agency (PHA) is responsible for safeguarding personally identifiable information (PII) required by HUD and preventing potential breaches of this sensitive data. HUD is committed to protecting the privacy of individuals’ information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third party business partners, including Public Housing Authorities, who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

AGREEMENT

The Employee, Board Member, Contractor or other agent agrees to Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act as spelled out in 24 C.F.R. 5.212

In signing below, I certify my understanding of Cheboygan Housing Commission expectations and practices in protecting client and employee Personally Identifying Information and agree to comply with all related policies and procedures.

PRINT NAME _____

Signature

Date



CHEBOYGAN HOUSING COMMISSION

Commissioners: Richard Cartmill, Randy Elliott, Terrence Keating, Constance Rieger, Dorene Stempky
Director: Catherine Schulz



If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Housing Authority at 231.627.7189 or cheboyganhousing@gmail.com

VENDOR CERTIFICATION & RELEASE OF INFORMATION

In signing below I certify on behalf of the bidding agency that I have reviewed potential conflicts of interest as stated on page 2 of HUD form 5369-C provided with the bid packet. Additionally, I give the Cheboygan Housing Commission permission to contact the previous clients and/or references listed below to verify information provided in the response to bid and to inquire of potential conflicts.

Previous Client/Reference Name: _____
Company or DBA: _____
Phone: _____ Email: _____
Street Address: _____
City, State, Zip: _____

Previous Client/Reference Name: _____
Company or DBA: _____
Phone: _____ Email: _____
Street Address: _____
City, State, Zip: _____

Previous Client/Reference Name: _____
Company or DBA: _____
Phone: _____ Email: _____
Street Address: _____
City, State, Zip: _____

Submitted By (print name): _____
On behalf of company submitting bid: _____

Signature: _____ Date: _____

MICHIGAN WORKERS' COMPENSATION PLACEMENT FACILITY

INDEPENDENT CONTRACTOR WORKSHEET

TO BE COMPLETED BY THE INDEPENDENT CONTRACTOR

Policyholder Name form is being filled out for: _____

Subcontractor Name: _____

Doing Business As (DBA): _____

If DBA is filed, attach a copy.

1. I operate as a Sole Proprietor Partnership Corporation Limited Liability Company

Note: If indicating Partnership, Corporation or Limited Liability Company, a **Certificate of Workers' Compensation Insurance** or a properly filed **Form BWC-337** must be submitted.

2. The type of work I perform can be described as: _____

3. I hire employees or casual laborers to complete work for the named policyholder:

Yes _____ Number hired (Attach Certificate of Worker's Compensation Insurance)

No Form 1040 SCHEDULE C (Profit or Loss from Business) may be provided as verification.

4. I hire subcontractors to complete work for the named policyholder: Yes No

If yes, additional information may be required

5. I have General Liability coverage: Yes No

If yes, a Certificate of General Liability Insurance is required.

6. ~~To validate my standing as an independent contractor, I state that I do not exclusively depend upon the payments of the named policyholder and have worked for the following general contractors or clients during the past twelve months.~~

NAME	CITY	TELEPHONE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

I acknowledge that as a sole proprietor, I am by law not covered by or subject to the Workers' Disability Compensation Act.

I certify the above represents a true and complete statement of my status as an Independent Contractor. I understand a company representative may verify this statement at any time. If requested, I agree to provide documentation to verify my status as a sole proprietor.

Signed: _____ Date: _____
(Independent Contractor)

Phone Number: _____ Email Address: _____
(Required)

This form is utilized as a test of the above individual's independent status. By completing this form, it does not automatically remove the above individual's exposure from the audit of the policy period in question. **Additional information may be required.** If independent status is proven, the exposure will not be charged.

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT D.

Roles & Responsibilities Checklist

Note that this list is not intended to be all inclusive. The housing authority will participate in all repositioning and redevelopment activities at the request of the repositioning and redevelopment partner to the extent it is able and determines to be appropriate.

Housing Authority Roles & Responsibilities	Selected Partner Roles & Responsibilities
<p>The PHA will:</p> <p>Engage qualified partners in repositioning public housing to maintain commensurate public benefit and ensure all actions are consistent with the Cheboygan Housing Commission Mission, state and local law, applicable HUD Guidance and 24 CFR.</p> <p>Communicate with HUD Special Applications Center and submit all required information related to demolition and/or disposition of property(ies).</p> <p>Participate in redevelopment project design and decision making as it relates to resident and community impact.</p> <p>Participate in redevelopment project design and decision making as it relates to feasibility of physical design considering climate, neighborhood, 504 compliance, functionality of units and properties, and other factors.</p> <p>Participate in redevelopment project design and decision making as it relates to management of new development, supportive services and supports available to community members/general public; with an interest in ongoing employment for housing authority staff to the extent possible.</p> <p>Communicate with the City of Cheboygan and Cheboygan County as needed for approvals related to building, zoning, transfer of property ownership and other procedures required of public entities in disposition and subsequent transfer of property(ies) as applicable.</p> <p>Assist with public relations including ongoing communication with tenants, members of the community, local boards and other leadership.</p>	<p>The Selected Partner Will:</p> <p>Comply with all aspects of 24 CFR Part 85 and related Mixed-Finance Rule.</p> <p>Assist the PHA in creation of a repositioning and redevelopment plan for existing public housing units.</p> <p>Assist the PHA in communicating repositioning goals, project details and processes to current tenants, the community and leadership including HUD Detroit Regional Field Office, recapitalization specialists and special applications center staff assigned to the project.</p> <p>Assist the PHA in getting necessary approvals from HUD, public housing residents, local government etc.</p> <p>Assist the PHA as needed with transition out of Section 9 Low Income Public Housing funding platform and administer rental assistance through its Section 8 allocation.</p> <p>Assist the PHA in developing and/or procuring and reviewing proposals for disposition, i.e. sale of the property for commensurate public benefit (if applicable).</p> <p>Assist the PHA in building capacity of its non-profit entity to support repositioning activities.</p> <p>Assis the PHA in achieving its goals of retaining public housing scattered sites through partnership with the PHA's nonprofit affiliate.</p> <p>Build deal book, sources and uses statements, and proformas to inform redevelopment.</p> <p>Work with the PHA to secure funding within the PHA's current and future ability to achieve debt coverage.</p>

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT D.

Roles & Responsibilities Checklist

Note that this list is not intended to be all inclusive. The housing authority will participate in all repositioning and redevelopment activities at the request of the repositioning and redevelopment partner to the extent it is able and determines to be appropriate.

Housing Authority Roles & Responsibilities	Selected Partner Roles & Responsibilities
<p>Participate in negotiations with potential co-developer, lenders and syndicators as needed/applicable.</p> <p>Participate in negotiation of sale or other agreement such as Master Development Agreement to co-own properties for redevelopment as applicable.</p> <p>Participate in application process for additional grants or financing including but not limited to Low Income Housing Tax Credits.</p> <p>Provide data, historic and other information to assist in application for funding to support redevelopment project as needed.</p> <p>Provide current and historic operating costs to assist in development of operating budget for new development(s).</p> <p>Provide resources to support compliance with Davis-Bacon, Section 3 and other federally required labor-related policies and practices as applicable.</p> <p>Assist with design, 504 compliance, construction plans and procedures and quality control of new development as needed.</p> <p>Market housing and services to housing authority clients, the community and partner agencies in the region.</p> <p>Allocate project based vouchers through various HUD approved applications of the housing choice voucher program.</p> <p>Development and manage of Waiting Lists, and Lease redeveloped units.</p>	<p>Assist the PHA with strategy to implement supportive and community services through partnership with a developer/provider capable of enhancing supportive services for special populations, namely 1) families seeking reunification, 2) the elderly and disabled and 3) workforce housing.</p> <p>Enter into Master Development Agreement with the PHA.</p> <p>Ensure costs related to construction and financing are competitive.</p>

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT E.

Sample Consulting/Redevelopment Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING:

This memorandum of understanding is entered into as of (insert date) (the “Effective Date”) by and among, the Cheboygan Housing Commission, a public housing authority (PHA) chartered by the City of Cheboygan organized under the laws of the City of Cheboygan and the State of Michigan (the “Authority”), and (insert name of the “Developer”). Collectively, the “Authority” and “Developer” referred to as the “Parties” for the purpose of this Memorandum of Understanding (MOU).

PREAMBLE:

1. The Authority owns real property at 3 separate locations throughout the City of Cheboygan on which 38 public housing units requiring significant rehabilitation or replacement exist. Collectively the sites represent 1 US Department of Housing and Urban Development (HUD) Asset Management Project (the “Project”). All properties are currently under a Declaration of Trust with HUD.
2. As described in the Authority’s repositioning and redevelopment request for qualifications (RFQ) issued July 22, 2021, the Authority wishes to pursue repositioning through Section 18 to dispose of public housing and redevelop some or all of the sites, adding units to the extent possible.
3. The Developer provided timely and complete response to the RFQ with a “Qualification Submission Document” detailing the Developer’s interest and ability to assist the Authority in the development of a strategy to reposition through Section 18 (demolition and disposition) and potentially redevelop the properties if determined to be advantageous to the Parties and the community.
4. If determined to be advantageous the MOU may result in subsequent Development Agreement between the Parties; the MOU is not a Development Agreement.
5. Protections against retaliation apply to all representatives of both Parties in all aspects of this memorandum and subsequent, related agreements.
6. This Memorandum of Understanding will not be placed in effect until it has been reviewed by counsel representing both Parties, and Parties have completed required processes to achieve review, comment, and approval of boards in addition to any other requirements of either Party and signatures are provided by qualified representatives of both Parties.

AGREEMENT:

The Authority intends to engage the Developer in development of a repositioning and redevelopment strategy with the understanding that the following items will be achieved:

1. Regulatory Requirements:

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT E.

Sample Consulting/Redevelopment Memorandum of Understanding

Both parties will comply will applicable thirteen required clauses, listed in 24 CFR part 85.36(i), some of which apply only to certain types of contracts (e.g., compliance with Davis-Bacon wage rates). The required provisions are:

1.1. 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, currently \$100,000.)

1.2. 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.)

1.3. 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.)

1.4. 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.)

1.5. 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.)

1.6. Compliance with Sections 103 and 107 of the Contract Work Hours, and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

1.7. Notice of awarding agency requirements and regulations pertaining to reporting.

1.8. 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.

1.9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

1.10. Access by the grantee, the subgrantee, the Federal grantor agency, the

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT E.

Sample Consulting/Redevelopment Memorandum of Understanding

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.

1.11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

1.12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1867(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 subgrants of amounts in excess of \$100,000.)

1.13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871.)

2. General

2.1. The Developer will use its experience in repositioning through Section 18 or other HUD tools, to redevelop affordable housing properties to support the Authority in development of required documentation to be submitted by the Authority to HUD Special Application Center (SAC) with a goal of having the application prepared for submission in the second quarter of Calendar Year 2021.

2.2. The Developer will provide guidance to the Authority in creation or amendment of policies and procedures to ensure compliance with applicable rules and regulations to include the Uniform Relocation Act and Tenant Protection Vouchers.

2.3. The Developer will provide input in the Authority's annual budget and PHA Planning process to ensure all predevelopment activities are budgeted for and successful request for Capital Fund Program Demolition and Disposition Transfer Fund (DDTF) and Asset Repositioning Fee (ARF), Significant Amendment to existing plan and others as applicable.

3. Financial

3.1. The Developer will advise the Authority in review and management of current assets and resources and protection of assets through repositioning and redevelopment to the extent possible.

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT E.

Sample Consulting/Redevelopment Memorandum of Understanding

- 3.2.** The Developer will advise the Authority on policies and procedures related to expected and/or anticipated funding that will be available to achieve repositioning and redevelopment goals.
- 3.3.** The Developer will assist the Authority in identification of additional assets from outside sources that may be available to assist in repositioning and redevelopment.
- 3.4.** The Developer will advise the Authority through transition out of Section 9 Low Income Public Housing funding platform, including PIC removals, to more stable funding through Section 8 Rental assistance and associated Administrative Fees.
- 3.5.** The Developer will advise the Authority on development of additional units and/or redevelopment of currently owned units to house families in the housing choice voucher program (including new TPV's) including potential to project base a percentage of its vouchers.
- 3.6.** The Authority will provide data, historic and other information to assist in application for funding to support repositioning and redevelopment plans and related projects as needed.
- 3.7.** The Authority will provide current and historic operating costs to assist in development of operating budget for new development(s) and/or redevelopment.

4. Communication

- 4.1.** The Developer will assist the Authority with public relations including ongoing communication with tenants, members of the community, local boards, and other leadership.
- 4.2.** The Developer will assist the Authority in communicating repositioning goals, project details, and processes to leadership including HUD Detroit Regional Field Office, recapitalization specialists and special applications center staff assigned to the project.
- 4.3.** Communicate with the City of Cheboygan and Cheboygan County as needed for approvals related to building, zoning, transfer of property ownership (i.e. dissolution of Declaration of Trust, entering into Use Restriction Agreement) and other procedures required of public entities in disposition and subsequent transfer of property(ies) as applicable.
- 4.4.** Both Parties and their contractors agree to uphold high standards of transparency and will adhere to clear, consistent, responsive, and regular communication.

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT E.

Sample Consulting/Redevelopment Memorandum of Understanding

- 4.5.** Disclosures requested by either Party will be provided in a timely manner defined as within ten (10) business days or other timeline agreed upon by both parties.
- 4.6.** Other requests made in writing to either Party will be responded to in writing in a timely manner defined as ten (10) business days or other timeline agreed upon by both parties.
- 4.7.** Any recognition for the Project and related repositioning and redevelopment activities will be credited to both Parties unless otherwise agreed upon by both parties.
- 4.8.** Conflict Resolution procedures will generally follow the Authority Grievance Procedure with appropriate counsel participating and/or advising as needed.

5. Meetings

- 5.1.** Given the ongoing COVID-19 pandemic, and the remote location of the PHA, the Authority will help facilitate meetings via teleconference and/or electronic dissemination of information to all affected parties.
- 5.2.** Meetings may include and are not limited to Regular meetings between Parties, Board Meetings and Special Meetings, Executive Sessions and Resident or Community Meetings.
- 5.3.** Parties may request partner participation at meetings.
- 5.4.** Parties may request or require reports, or other documentation of the status of the Project to leadership on a regular or intermittent basis to be agreed upon by both Parties and subject to change as needed if in mutual interest of both Parties.
- 5.5.** Meeting details and summaries related to the Project will be maintained by the Authority.

6. Planning and Development

The following will be items that may be further discussed after the HUD disposition is completed:

- 6.1.** The Developer will assist the Authority in conducting a comprehensive community needs assessment to inform all repositioning and redevelopment activities including those found in the PHA Plan, and Request for Qualifications.

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT E.

Sample Consulting/Redevelopment Memorandum of Understanding

- 6.2.** Post HUD disposition of public housing and If determined to be in the best interest of the Parties and the community, the Developer will assist the Authority in drafting request for proposals and/or procuring and reviewing proposals for disposition, i.e. sale of land listed on DOT(s) for commensurate public benefit.
- 6.3.** Developer will advise Authority in redevelopment project design and decision making as it relates to resident and community impact.
- 6.4.** Developer will participate in negotiation of sale or other agreement to co-own properties for redevelopment as applicable.
- 6.5.** Developer will participate in negotiations with potential co-developer(s), lender(s) and syndicator(s) as needed/applicable.
- 6.6.** Work with repositioning/redevelopment partner to coordinate existing community and supportive services and determine needs for enhancement of local services and networks to improve self-sufficiency of assisted families.
- 6.7.** If, through the work described in this MOU, redevelopment of all or part of the current stock is determined to be desirable and/or advantageous to both Parties, the Parties may enter into a Master Development Agreement which would include the following Developer roles and responsibilities stated in the RFQ:
 - Participate in redevelopment project design and decision making as it relates to feasibility of physical design considering climate, neighborhood, 504 compliance, functionality of units and properties, and other factors.
 - Participate in redevelopment project design and decision making as it relates to management of new development, supportive services and supports available to community members/general public; with an interest in ongoing employment for housing authority staff to the extent possible.
 - Participate in application process for additional grants or financing including but not limited to Low Income Housing Tax Credits.
 - Provide resources to support compliance with Davis-Bacon, Section 3 and other federally required labor-related policies and practices as applicable.
 - Assist with design, 504 compliance, construction plans and procedures and quality control of new development as needed.
 - Market housing and services to housing authority clients, the community and partner agencies in the region.

RFQ Public Housing Repositioning & Redevelopment

ATTACHMENT E.

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- Allocate project based vouchers through various HUD approved applications of the housing choice voucher program.

MOU Development PROCESS

1. The Partner(s) meet to review a draft of the MOU.
2. The Redevelopment/Repositioning Partner(s) and the PHA negotiate the terms.
3. The Redevelopment/Repositioning Partner(s) and the PHA agree on final MOU.

SAMPLE