

**NEEDHAM HOUSING AUTHORITY (NHA)
REQUEST FOR PROPOSALS**

**RAD, SECTION 202 & RELATED
CONSULTING SERVICES FOR
MODERNIZATION & REDEVELOPMENT OF
NHA PROPERTIES**



Issued by the Needham Housing Authority Commissioners

Reginald C. Foster, Chair
Eleanor Evans, Treasurer
Penny Kirkman, Commissioner
Ed Scheideler, Commissioner
Janice Bennett, Commissioner

Contact and Address for Submission of the Proposals

Angie Medeiros, Executive Director
Needham Housing Authority (NHA)
28 Captain Robert Cook Drive
Needham, MA 02492
781-444-3011
ConsultingRFP@needhamhousing.org

Date Issued: April 28, 2021

Due Date for Responses:

Proposals will be accepted no later than 12 noon on May 28, 2021.
LATE PROPOSALS WILL NOT BE ACCEPTED.

This Request for Proposals is subject to the provisions of G.L. c. 30B.

NEEDHAM HOUSING AUTHORITY (NHA)

RAD, SECTION 202 & RELATED CONSULTING SERVICES

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NEEDHAM HOUSING AUTHORITY (NHA)

RAD, SECTION 202 & RELATED CONSULTING SERVICES

Legal Notice

The Needham Housing Authority (“NHA”) is seeking proposals from qualified planning and development consultants to lead the effort for major modernization and redevelopment of our properties. This includes a possible Rental Assistance Demonstration (RAD) conversion of our Federal properties under the Department of Housing and Urban Development (HUD) Program; evaluating whether our State properties could be positioned to take advantage of the HUD Section 202 program, in conjunction with other current State and Federal funding programs; identifying possible new sources of funding that may emerge from the infrastructure initiatives currently being proposed in the U. S. Congress; identifying other new sources of funding that may be necessary and/or available; assisting with the procurement of a development partner; educating the NHA Board of Commissioners and Needham Town officials as to the strategies and requirements that may be necessary; making recommendations as to the tasks and activities to be undertaken; and protecting the rights of current NHA residents.

The RAD and Section 202 related scopes of work are defined separately and can be addressed together in one proposal, or a respondent may respond to just one or the other scope of work.

A copy of the RFP may be downloaded from the NHA website: www.NeedhamHousing.org

An optional site visit for potential respondents may be scheduled the week May 10, 2021 if requested by 12 noon, May 6, 2021.

Questions shall be addressed in writing to the NHA Executive Director Angie Medeiros, at ConsultingRFP@needhamhousing.org prior to 12 noon May 14, 2021. The answers to all questions will be provided in an addendum issued to all prospective respondents.

Sealed proposals are due 12 noon on May 28, 2021 at the NHA Office, 28 Captain Robert Cook Drive, Needham MA 02494. Late proposals will not be accepted. The NHA reserves the right to reject any and all proposals or cancel this RFP if it determines that it is in NHA’s best interests to do so.

Section 1: Introduction

A. Purpose of the Consulting Engagement

The NHA Board of Commissioners (“Board”) has been seeking solutions to improve NHA’s existing housing inventory and creating new affordable housing via the following activities:

- In the Fall of 2017, the NHA commissioned the development of a Facilities Master Plan (FMP). After extensive analysis and community input, the final product was approved in February 2019. The FMP identified opportunities for modernization and redevelopment of our existing properties and presented high level strategies for funding this work. A copy of the FMP can be downloaded via this link: <http://www.needhamhousing.org/public-notice/masterplan/>. Prospective respondents to this RFP are strongly encouraged to review this document in preparing their proposal. Your attention is directed to FMP Section 11 which lists a number of reference documents on file at the NHA.
- Specifically, the FMP determined that opportunities exist to:
 1. Achieve major modernization of our federally subsidized Seabeds Way and Capt. Robert developments (currently 40 years old);
 2. Develop 61 units of senior affordable housing on unused land between the Seabeds and Cook developments;
 3. Redevelop sixty (60) single family bungalows (currently 70+ years old) into 60 duplex units of affordable housing at our federally subsidized High Rock Estates development (net addition of 60 units);
 4. Redevelop 152 units at the Linden and Chambers development (currently 60+ years old), with the excess land sold for private development.
- As a result of the FMP recommendations, the Board of Commissioners voted to further pursue the possibility of a HUD Rental Assistance Demonstration (RAD) conversion of our Federal properties. The Board also decided to proactively pursue utilizing the recently resurrected and re-funded Section 202 Program to improve our State-subsidized properties, and to find other sources of state and federal funds to address the major challenges of these properties. The purpose of this RFP is to obtain consulting services to achieve these objectives and to take actions which maximize the long-term sustainability of our low-income affordable housing units.
- A more detailed description of the scope of this engagement is found in Section 3 of this RFP.

B. Recent History – Planning & Development at the NHA

- In 2007 and 2008, NHA replaced 20 small single-family homes with duplexes at its High Rock development, creating half the units as affordable to first-time homebuyers at a range of incomes and the other half as rentals for those earning at or below 60% AMI. This redevelopment project was deemed a significant success by all parties involved and the Town of Needham.
- In 2010, NHA received \$50,000 in Community Preservation Act funding from the Town of Needham to explore the feasibility of redeveloping its Linden/Chambers development. We prepared a Housing Needs Assessment, conducted a financial feasibility analysis, and engaged a civil engineering firm to prepare an existing conditions plan and assess site problems. This analysis provided general indications that such a redevelopment effort with an expanded number of units was potentially feasible, but also identified significant constraints due to bordering wetlands.

- During the harsh winter of 2015 (100 inches of snow and damaging ice dams), the Seabeds Way complex experienced substantial damage to the buildings' roofs and exterior elements due to the way they were originally constructed. NHA repaired the defects at a cost of \$1.8 million. Three sources of funds were used: insurance proceeds, two HUD emergency grants and funds from NHA management reserves.
- Because the Captain Robert Cook development, adjacent to Seabeds Way, was built about the same time by the same contractor, NHA engaged an engineering firm to assess whether the Cook buildings have similar construction issues. The assessment confirmed this to be the case and estimated the cost of repair to be \$1.1 million in 2019 dollars.
- For many years, NHA Commissioners and staff have discussed the problems with its existing developments due to antiquated facilities and accessibility constraints. The Commissioners have held several offsite retreats to focus on the challenge of financing and achieving major modernization and/or redevelopment of its properties. In 2018 NHA sent a representative to the recent Massachusetts Housing Partnership Annual Housing Institute Workshop, assessing current strategies for modernization and/or redevelopment. NHA has made site visits to other successful LHA redevelopments in the Commonwealth. The NHA has also met several times with DHCD, MHP and HUD on this subject.

C. Background -- Needham Housing Authority (NHA) & the Town of Needham

The Needham Housing Authority (NHA) was established during a special meeting of the Needham Board of Selectmen in May, 1948 under the provisions of Massachusetts General Laws, Chapter 121, as amended by Chapter 574 of the Acts of 1946 and by Chapter 200 of the Acts of 1948. NHA's mission is to provide decent, safe and affordable housing for low to moderate-income families and individuals and to offer programs and resources to improve the quality of life for residents, program participants and the broader Needham community while respecting the rights and privacy of all.

As of the latest count, DHCD has determined that there're 1,410 SHI units within the Town of Needham and the Town's SHI is 12.7%. There are 742 units which are actually "affordable" and the remainder or market rate units. 316 of the affordable units are managed by the NHA.

Situated on several parcels of land totaling 44 acres, 316 or 42.6% of the actually affordable units are owned and managed by the NHA. The NHA also provides and manages 120 Section 8 Housing Choice vouchers. Thus the NHA is the largest provider of low-income affordable housing in the Town of Needham. A more comprehensive Housing and Zoning Analysis can be downloaded from this link: <https://www.needhamma.gov/DocumentCenter/View/23018/Housing-and-Zoning-Analysis-20210218-?bidId=>

At both the leadership and community levels, strong support has been voiced for increasing the amount of affordable housing units in Needham, and for preserving/extending the useful lifetimes of existing units. In the past year new organizations have formed with the mission of ending systemic discrimination in Needham. Shortage of affordable housing has been identified as an important barrier to overcome.

Section 2: Summary Property Descriptions

This section highlights key information for each of the NHA's major developments which are the subject of this consulting engagement. Further detail can be obtained by downloading the recently completed NHA Facilities Master Plan from this link: <http://www.needhamhousing.org/public-notice/masterplan/>

A. Captain Robert Cook Drive & Seabeds Way

Funding: Federal

Location: Captain Robert Cook Drive & Seabeds Way, Needham MA 02494, off of Evergreen Road.

Zoning: These two developments are located in a Residence B zoning district.

History: These developments were permitted under Chapter 40B. They were federally financed and built in 1981.



Captain Robert Cook Drive

Size and Configuration: Situated on 10.2 acres in the northern part of Needham, these developments include six low-rise, two-story buildings, with 5 two-bedroom units, 20 three-bedroom units, and 5 four-bedroom units, all for families. In addition, there are 46 one-bedroom senior units in four two-story buildings. The density is 7 units per acre. There is also a playground and community room. The site also includes the NHA's offices at 28 Captain Robert Cook Drive.

Conditions/Issues: The harsh winter of 2015 revealed considerable problems with the original construction of the NHA's Seabeds Way development. It is adjacent to Captain Robert Cook Drive and was built about the same time by the same contractor. Remediation of the problems required \$1.8 million of repairs (2015 dollars). NHA has confirmed that the Capt. Robert Cook buildings have similar construction defects, that are yet to be remedied.

Since the Seabeds and Cook developments are 40 years old, they both are in need of major modernization to extend their useful lifetime and long-term sustainability.

B. Linden/Chambers

Funding: State Chapter 667

Location: 138-158 and 166-188 Linden Street and 15-42 Chambers Street, Needham MA 02492

Zoning: The site is zoned Single Residence A and General Residence.

History: There are 152 units that were developed in several phases including 32 units through the Linden 1 phase in 1959; 40 units through the Linden 2 phase in 1962; and another 80 units on Chambers Street in 1963. The land for Linden 1 and 2, as well as a part of Chambers Street, was acquired from the Town of Needham for \$1 each with deed restrictions that the housing be for the elderly. The acquisition of the remaining parts of Chambers Street involved takings by eminent domain, and the deeds do not specifically mention restrictions. All units were developed through the state's Chapter 667 Program for seniors and disabled tenants. Residents largely have incomes within 30% of the area median income (AMI).

Size and Configuration: Linden 1 consists of eight (8) low-rise, one-story buildings on a site of approximately 1.4 acres at 138-158 Linden Street. This phase has 32 total units with a combined residential floor area of 19,800 square feet and a density of almost 23 units per acre. Linden 2 includes ten (10) low-rise, single-story buildings on approximately 2.1 acres at 166-188 Linden Street. There are 40 total units with a combined residential floor area of 24,750 square feet and a density of about 19 units per acre.



Linden Street

Chambers Street includes 80 units in five (5) two-story buildings on at 15-42 Chambers Street. Located in



Chambers Street

a pleasant residential neighborhood in the center of Needham, the adjacent Linden and Chambers developments are situated on 8.2 acres, some of which is encumbered by wetlands. All units at Linden/Chambers are studios apartments of approximately 400 square feet. None of the units are ADA compliant. The developments also include on-site laundry rooms and community room. The site also includes a maintenance garage and the former NHA office building (not currently used.)

Conditions/Issues: For more than 50 years this development has provided 152 units of affordable housing for seniors and younger disabled residents;

BUT:

- The aging buildings are increasingly difficult to maintain, not energy efficient and do not meet MAAB/ADA standards;
- All units are very small 400-square foot apartments with little available storage; and
- Utilization of the site is poor, with 18 one-story buildings and 5 two-story buildings (see Attachment B

for the Original Site Plan and Attachment C for Existing Conditions Site Plan).

Major modernization and/or redevelopment has long been a top priority for the NHA and the Town of Needham. The NHA Facilities Master Plan has identified conceptual options for redeveloping Linden/Chambers.

C. High Rock Homes Redevelopment & High Rock Estates



High Rock Homes

Funding: Federal

Location: Linden Street, Murphy Road, Yurick Road, Fairview Road, Memorial Circle, and Summit Road, Needham MA 02492.

Zoning: To accommodate the duplex development that was part of the first phase of the High Rock Homes redevelopment, the Town approved rezoning the area from Single Residence B to General Residence.

History: High Rock Estates was built in 1948 for veterans and their families, including 80 rental units in small single-

family cottages, each on a ~10,000 ft² lot, then later transitioned to affordable housing.

Starting in early 2000, NHA began planning for the redevelopment of 20 of the cottages, converting them to duplexes, half as rentals and half for first-time homebuyers. The rental units were targeted to those earning at or below 60% AMI and the ownership units included a mix of units for those earning 60%, 80% and 110% AMI. The design involved a DHCD modular prototype. Town Meeting approved the rezoning in late 2001 and in 2006-2009 further approved \$869,500 of CPA funds to support the project. Construction was completed in 2009. Originally subsidized under Chapter 200, following the completion of Phase I of High Rock Homes, NHA applied for and received approval to federalize the development.

Size and Configuration: Located in the center of Needham, High Rock Homes and Estates are situated on 25 acres of land that is contiguous to the 8.2 acre Linden/Chambers site. The High Rock site is topographically active, with slopes and ledges. There is an even mix of two and three-bedroom units with an average size of 900 square feet, an average lot size of 10,000 square feet, and a density of 3.2 units per acre.

Conditions/Issues: The visionaries of the High Rock project envisioned additional phases of the High Rock Homes development. The remaining 60-original cottage-style structures occupy approximately 18 acres. They are aging (70+-years old) low density, free-standing dwellings. The cottages have very limited storage space, hence the addition of separate accessory storage sheds on many of the lots. Although NHA modernized the bathrooms a few years ago, this property remains a candidate for additional redevelopment.

Section 3: Scope of Work

A. Scope of Services -- Overview

As a small local housing authority without its own modernization/redevelopment staff, the Needham Housing Authority plans to contract with the selected respondent to advise and manage all facets of its modernization and redevelopment project, from start to finish. The successful consulting firm will be expected to provide all labor and resources necessary for the NHA to accomplish a contemplated RAD conversion, and analysis and pursuit of other modernization/redevelopment opportunities.

With respect to utilizing Section 202, the consultant will assist the NHA to assess whether it is able to position itself for this reincarnated source of funding. If feasible, the scope will include preparing and submitting a Section 202 funding application under the direction and at the sole discretion of the NHA. As it is likely that Section 202 cannot provide all the funds needed for the major modernization and/or redevelopment of our state subsidized properties, the NHA is expecting the consultant to help source other capital improvement funds for these goals.

With respect to the new infrastructure initiatives currently being proposed by the Biden Administration (e. g. The American Jobs Plan), the consultant will identify new funding elements that, if enacted by Congress, can be brought to bear on the NHA goals of accomplishing the major modernization and redevelopment of our properties.

Overall, the NHA seeks to hire consultant(s) qualified to lead us through a RAD conversion, position us to take advantage of Section 202 funding, and help us find additional funding for the major modernization or redevelopment of our state subsidized properties. The NHA has determined in its recently completed Facilities Master Plan that opportunities exist to:

1. Achieve major modernization of our federally subsidized Seabeds Way and Capt. Robert developments (currently 40 years old);
2. Develop 61 units of senior affordable housing on unused land between the Seabeds and Cook developments;
3. Redevelop sixty (60) single family bungalows (currently 70+ years old) into 60 duplex units of affordable housing at our federally subsidized High Rock Estates development (net addition of 60 units);
4. Redevelop 152 units at the Linden and Chambers development (currently 60+ years old), with the excess land sold for private development.

The consultant will apply the knowledge and experience of its organization and consulting team to provide the following services, including but not limited to:

- Offer technical expertise and general recommendations to help the NHA determine the feasibility and the structuring of a RAD conversion, and whether to utilize the Section 202 program;
- Ensure that the RAD conversion and utilization of the Section 202 program is accomplished with the least possible inconvenience to, and maximum input from, NHA's tenants;
- Perform/oversee the development/submission of all required items (e. g. RPCA, environmental report, pro formas, HUD form documents, etc.) Monitor the receipt and review of these items by the funding/approval entities, making corrections/improvements as necessary;

- Ensure that NHA meets HUD-required milestones, including the Financing Plan which will be used in the HUD RAD approval process;
- Participate in communications with the NHA, HUD staff and Department of Housing and Community Development (DHCD) to help potential projects move through the RAD Financing Plan and RAD Conversion Commitment issuance processes;
- As early as is practicable, assist the NHA in the selection and engagement of a development partner (and an operations management partner if the Board determines this is in the best interests of the NHA). This includes assistance with drafting and issuing a RFP, help with running the selection process and recommending the best developer partner to the Board. Particular emphasis should be paid to the partner shouldering a major portion of the pre-development costs of any project;
- With respect to the RAD conversion, facilitate the closing process, serving as a liaison between HUD, the NHA and the NHA's attorneys. The Consultant will help to resolve any outstanding issues for the RAD attorneys to guide the NHA through the review and execution of the RAD Conversion Commitment, the Housing Assistance Payments Contract, the RAD Use Agreement, and other RAD-related documents required by HUD for a potential project;
- Other as yet defined tasks/activities with respect to utilizing Section 202 funding;
- Advise the NHA Board and Executive Director with respect to all of the above; and
- Other related tasks and activities, as required by the NHA.

Although it is the NHA's preference to engage one consulting firm to perform the scope of work for both the RAD Conversion and Section 202 related services, we recognize that the requisite skillsets and experience may not exist in any one firm. Respondents have the option to submit a proposal addressing just the RAD-related scope of services (federal property-related), or the Section 202-related scope of services (state property related.)

B. Scope of Services Detail - RAD Conversion Related Services

The NHA has not made a final determination on whether to pursue a RAD conversion of its federally subsidized properties (Seabeds, Cook and High Rock). The Consultant will help NHA through this decision making process. The Consultant will advise the NHA on achieving the recommendations of its Facilities Master Plan, available financing strategies, RAD rules and regulations, the evaluation of Capital Needs Assessment reports, impacts on tenants and opportunities for mitigation, and other related issues. Specific tasks may include, but are not limited to:

1. Determine RAD Feasibility

- Develop preliminary set of feasibility assumptions for each property based on information from NHA staff and others that may be necessary to evaluate the NHA's portfolio (including but not limited to architects, attorneys, surveyors, wetland consultants, engineers, development consultants.)
- Work with NHA staff to determine feasibility of a RAD conversion for our contemplated projects and make recommendations early on in the engagement. Review feasibility in light of original assumptions throughout the project. Evaluate the pros/cons of a multi-phase RAS application and make recommendations to the NHA.
- An important issue to be addressed early on is minimizing the project impact on existing tenants, including concrete strategies for temporary tenant relocation (if necessary).

2. Develop and Propose Various Financing Strategies

- Work with NHA staff to review Capital Needs Assessments for NHA's portfolio and recommend best structure for each RAD property conversion based on the needs of each property.
- Prepare a Development and Financing Strategy that identifies potential sources of funds for each RAD project. Evaluate the applicability of various funding sources and strategies, including the use of Section 18, Low Income Housing Tax Credits ("LIHTC"), CDBG, HOME, Tax-Exempt Bonds and other HUD, State and/or private funding sources. Identify the need and availability for Needham CPA funding, if any.
- Provide a detailed financial projection of project operations during development, ease-up and stabilized operating stages.
- Delineate strategies for protecting the very low income accessibility of NHA existing housing stock, to the maximum extent possible.
- Develop reasonable income and expense forecasts to determine potential operating cash flow projections.
- Propose ownership/financial structures to meet HUD requirements.
- Propose ownership/financial structures to meet the requirements of private sector funding sources and assist in negotiating with those sources.
- Develop a schedule with NHA regarding the preparation, review and submission of the financing proposal and evidentiary materials required for HUD and the Low-Income Housing Tax Credits ("LIHTC") application(s) to the state housing finance agency. Make recommendations regarding the appropriate timing for implementation of the financing plan in concert with the LIHTC rules and regulations.
- Coordinate the development of a construction phasing plan, as necessary, and ensure that it is coordinated with the relocation plan.
- Coordinate tenant input and communications.

3. Work with HUD and NHA's Legal Counsel

- Work closely with HUD staff to ensure NHA's questions are being addressed adequately and maximum flexibility is reached.
- Help ensure compliance with Part 58 and work with the Town to get the Responsible Entity to sign off on the environmental assessment;
- Ensure that NHA takes advantage of HUD's latest strategies, tools and program enhancements (e. g. Streamlined Voluntary Conversion and Section 18 blend options);
- Work closely with NHA's legal counsel regarding matters of financial structuring as it relates to IRS Code Section 42, IRS Technical Advice Memoranda (TAMs), other relevant Code Sections and other applicable federal, state and local regulations.
- In collaboration with NHA staff and Board, facilitate and expedite the review process with relevant HUD staff.

4. Assist NHA in Working with Development Partner to Secure Financing:

- Take the lead in performing the tasks which the NHA must accomplish the preparation of application(s) for allocations of tax-exempt bond authority (volume cap), for allocations of low-

income housing tax credits and for other subordinate financing resources (HOME, State Trust Fund, CDBG, private lending sources, etc.).

- Assist NHA staff in the preparation of mixed finance and/or subsidy layering submissions to HUD.
- Prepare Pro forma Financial and Tax Analyses for purposes of structuring and soliciting tax credit equity investment and lending proposals.
- Prepare appropriate offering materials for selection of suitable tax credit limited partner(s) and lenders.
- Review and evaluate lender and tax credit equity investment proposals and recommend selection of lenders and tax credit equity investors.
- Assist in the negotiation of tax credit equity investment agreement(s), syndication transaction documents and loan documents.

The NHA understands and acknowledges that some (or many) of the above tasks may be performed and paid for by the development partner once this organization is procured. In this event, Consultant's role will be to continue to advise the Board and Executive Director with respect to strategies, options and decisions.

C. Scope of Services Detail – Section 202 Related Services; Other Funding Sources to Modernize/Redevelop State Properties

After a ten-year hiatus, HUD issued a Notice of Funding Availability (NOFA) in April 2019 to revive Section 202 with \$51 million in new funding. A new NOFA was issued on January 2021, providing an additional \$150 million for the program, with \$40 million held back for future applications. Section 202 provides Capital Advance and Rental Assistance funding for the development and ongoing operation of supportive rental housing for very low-income persons, aged 62 years or older. It can be used for state subsidized properties such as our 152 unit Linden/Chambers development for seniors and the disabled.

Additionally, the Commonwealth of Massachusetts continues to make limited funds and assistance available for the major modernization or redevelopment of state-subsidized properties. Vehicles include the High Leverage Asset Preservation Program, ModPhase, Public Housing Innovations, Housing Choice Initiative, Housing Stabilization Fund, MassHousing, Mass Affordable Housing Trust, MassDevelopment, Mass Housing Partnership, Federal and State LIHTCs, etc. New to-be-announced NOFAs are rumored to be in the works for 2021.

The NHA has not yet decided to redevelop Linden/Chambers (as opposed to implementing major modernization) or whether Section 202 can be an effective vehicle to bridge the funding gap for such a redevelopment. More analysis and potential actions are required before Linden/Chambers could qualify for Section 202, and NHA could submit a funding application. The NHA seeks assistance from an experienced Section 202 consultant to address the follow questions/issues:

- Educate the NHA staff and Board as to the Section 202 funding requirements, and the pros/cons of pursuing this approach. Determine whether feasible conceptual strategy exists for the NHA to pursue this funding opportunity.
- The Section 202 funding applicant must be a qualified non-profit organization. How would the NHA achieve this? If it is determined that we need a non-profit development partner, assist the NHA in identifying candidates and securing any necessary partnership or development

arrangement. Identify possible governance models and make recommendations as to the most advantageous approach for the NHA.

- The provision of a robust support services plan for our tenants/residents is essential to the approval of a Section 202 application. What entities are available support services partners? Coordinate between the NHA and the development partner in selecting a service partner and securing any necessary partnering arrangement.
- The 2019 NHA Facilities Management Plan presents a vision of how a Linden/Chambers redevelopment might take place, and how to address existing tenant relocation during the construction period. It is not clear that the right or best solution has been achieved. Support the NHA in searching for other feasible options.
- Uncover all other related “pre-pre-development” issues for the pursuit of a successful Section 202 application (such as site conditions, zoning, etc.) and assist the NHA in to devise and implement solutions to these issues.
- Identify all additional sources of funding which might be available and required to finance a successful Linden/Chambers redevelopment, particularly the need and availability of Needham CPA funds. Create pro-formas, assemble a funding strategy and test its feasibility with various funding parties, HUD and DHCD.
- Replicability/scaleability may be an important Competitive Selection Criterion for successfully competing for Section 202 funding. Identify how a Linden/Chambers redevelopment project might be replicable/scalable to other Chapter 667-subsidized facilities around the Commonwealth.
- Strategies to minimize the impact on existing tenant during any redevelopment or major modernization, including relocation issues.
- Other tasks/activities related to the above.

D. Communications and Issues Resolution

Effective communications and timely issues resolution between the consultant and client are essential for any successful project. The Board is considering the formation of a Modernization and Redevelopment Subcommittee to interface with the consultant throughout this engagement. Together with the NHA Executive Director, the Subcommittee will ensure that the consultant receives the support and timely decision-making necessary to achieve the objectives of the engagement, and ensure that all parties relevant to its success are fully informed and knowledgeable.

Section 4: Submission Requirements

A. Submission Requirements and Deadlines

This Request for Proposals will be available starting at 9:00 a.m. on April 28, 2021 at the NHA Office, 28 Captain Robert Cook Drive, Needham, MA 02494.¹ **During the COVID pandemic period, the office is staffed during business hours, but open to visitors on an appointment-only basis.**

A full Request for Proposals (RFP) document may be downloaded from the NHA website: www.NeedhamHousing.org, and is also be available by eMail or snail-mail by contacting Angie Medeiros, NHA's Executive Director, at ConsultingRFP@needhamhousing.org or by calling 781-444-3011

All potential respondents must register with NHA to receive a copy of any addenda to this RFP. Such registration can be conducted by signing in at the NHA Office when the RFP is picked up; by an email notice to Executive Director, Angie Medeiros at the above email address; or through a written request for the RFP by mail, also directed to Ms. Medeiros. It is the respondent's sole responsibility to ensure that it has obtained any and all addenda to this RFP.

The preparation of the RFP response will be at the expense of the respondent. It is the sole responsibility of the respondent to fully examine this RFP's attachments and referenced documents. The NHA, its employees, officials nor its agents are not responsible for, and respondents may not rely upon any information, explanation or interpretation of the RFP rendered in any fashion, except as provided in accordance with this RFP.

Any questions shall be addressed in writing to the NHA Executive Director Angie Medeiros, at the above eMail address prior to 12 noon on May 14, 2021. Answers to questions will be provided in writing the following week and shared with all those who have registered as receiving a copy of the RFP. Unless Ms. Medeiros authorizes communications to the contrary, any communication concerning the contents of the RFP by any respondent, or anyone on its behalf, with any NHA employee other than Ms. Medeiros in the manner specified above, may result in the rejection of that respondent's proposal. Communication from the NHA will be sent to the respondent's Authorized Representative.

Complete copies of the proposals in response to this RFP must be submitted in an outer sealed envelope (or other suitable container) clearly marked "NHA RFP Response—RAD, Section 202 & Related Consulting Services" with your company name on the outside of the envelope. Inside this outer envelope, respondent shall place two inner sealed envelopes:

- The first marked as "**A - Technical Proposal - [name of respondent]**". This envelope will contain the original technical Proposal; seven (7) complete copies of the Technical Proposal; and all other required documents, information and materials including, without limitation, what is set forth in this RFP. One full electronic version on a USB flash drive must also be included in this envelope.
- The second marked as "**B - Price Proposal – [name of respondent]**". This envelope contains only the price proposal and shall not include any information or materials necessary to evaluate the technical qualifications of respondent or their proposal.

¹ Directions to the NHA Office: See NHA's website at <http://www.needhamhousing.org/contact-and-visit-info/>

Both outer and inner envelopes must also bear the Authorized Representative’s name, return address, eMail address and telephone number.

All proposals must be received no later than 12:00 noon on May 28, 2021 addressed to –

Ms. Angie Medeiros, Executive Director
Needham Housing Authority
28 Captain Robert Cook Drive
Needham, MA 02494

Prior to the submission deadline, respondents will be able to correct or modify their proposals but must submit eight (8) copies and an electronic version on a flash drive of any modifications or corrections to Ms. Medeiros by the deadline. Respondents may also withdraw their proposals at any time prior to the deadline for submissions set forth above.

The proposals become the property of the Needham Housing Authority and are subject to applicable Public Record Laws. They will not be returned. Late proposals will not be accepted. Prospective respondents who have their proposals delivered by mail or other delivery service should allow sufficient time for transit and delivery.

The NHA will only consider properly submitted proposals, as determined by the NHA at its sole discretion. No proposal will be considered to be a “properly submitted proposal” unless the proposal satisfies the following:

1. Is received by the NHA no later than 12 noon (U.S. Eastern Daylight Time Zone), on May 28, 2021 (the Submission Deadline) at the above specified address. Faxed and emailed proposals will be deemed non-responsive and will be rejected, regardless of the date received.
2. Meets the programmatic and technical requirements of this RFP.
3. Includes all of the items required in the Contents of the Submission and otherwise satisfies all requirements of this RFP.

The NHA will time-stamp proposals as they are received. The NHA’s time-stamp shall be conclusive, controlling, and final as to the timeliness of the receipt of each proposal.

The NHA makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, withdrawal without prior notice, and different interpretations of laws and regulations. Respondents should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, reuse potentials, and other development, ownership and legal considerations.

NOTE ABOUT THE COVID-19 PANDEMIC

The Needham Housing Authority strictly adheres to all recommendations by the CDC, Mass. Department of Public Health, DHCD and the Needham Dept. of Health and Humans Services. All consultant personnel shall be obliged to follow these recommendations while working for the NHA

B. Minimum Threshold Requirements

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum threshold criteria. Any proposal that is determined, in the sole discretion of the NHA, not to meet the minimum

responsive requirements of this RFP may be rejected. Those proposals that meet these minimum criteria will then be evaluated by the comparative criteria also described below.

Minimum threshold requirements include:

- The proposal must be complete, conforming to all submission requirements.
- Respondent must demonstrate successful experience as a consultant in at least three (3) instances performing consulting services substantially comparable to the Scope of Work herein.
- Taking into account current workload on other projects, respondent has the ability to begin work on this project within 30 days following contract execution; and
- Respondent must execute the tax compliance certificate and certificate of corporate vote attached hereto as Attachments A and B, respectively.

FAILURE TO MEET THESE MINIMUM THRESHOLD REQUIREMENTS MAY RESULT IN THE REJECTION OF THE PROPOSAL.

C. Pre-submission Walk-around

If a sufficient number of potential respondents express an interest, a walk-through of the properties may be scheduled the week of May 10, 2021. **Please indicate your interest to Ms. Medeiros not-later-than 12 noon May 6, 2021.** The NHA will determine whether sufficient interest to schedule a walk-through and if so, will schedule the specific date and time. Any questions asked and answered during the walk-through will be documented and made available to all those who have registered as receiving a copy of the RFP.

D. Preferred Qualifications

The NHA prefers to work with individuals and/or firms that meet the following qualifications:

1. Five years’ experience working with comparably sized housing authorities, including experience with affordable housing development, construction, modernization and operation.
2. Five year’s experience working with federal, state or other local affordable housing programs that are administered by other government agencies, or non-profit organizations.
3. Strong knowledge of community lending programs available to Massachusetts PHAs, especially LIHTC rehabilitation and development.
4. Three years· experience working with HUD RAD program and conversions, from inception through completion. Experience with two or more RAD conversion projects.
5. Prior experience pursuing and obtaining funding under the Section 202 program, and for finding other sources of capital improvement funds for state-subsidized public housing.
6. Willingness to work as a team with, and develop and train NHA staff and Board (and as necessary the Town of Needham) as to, the RAD and Section 202 processes, areas of concern, areas of opportunity, redevelopment tasks for future projects and managing general responsibilities.

To enhance the coordination of activities, it is the NHA’s preference (but not absolute requirement) that all the required services be provided under the umbrella of a single consulting firm and overall engagement leader. Given the scope of this RFP it is recognized that no one firm may have the full breadth of expertise required. Therefor it is acceptable if more than one firm or consultant team together under the leadership of an overall prime contract.

E. Contents of Proposals

All responses to this Request for Proposals must include the following key components:

Technical Non-price Proposal – to be Submitted in Sealed Envelope A

1. Transmittal Letter of Interest

Respondents should summarize the principal elements of their proposal, providing a narrative that highlights their basic approach to undertaking the Scope of Work as well as their qualifications. The letter should clearly identify the respondent's Authorized Representative and contact information.

2. Methodology/Plan of Work

The proposal must include a detailed description of the respondent's methodology and approach to addressing the issues and questions presented in Section 3 of this RFP. How will the respondent address the following?

- *Initial Project Kickoff Meeting and Start-up* -- Meet with the NHA Board to discuss the Scope and Plan of Work and schedule. This meeting will offer an important opportunity for the selected respondent to raise questions and request additional documents. Prior to this meeting, if requested the NHA will provide a tour of the Captain Robert Cook Drive, Linden/Chambers, and High Rock Developments.
- *Research and Analysis* -- How respondent will conduct the necessary due diligence to obtain appropriate and sufficient information to analyze the benefits and costs and formulate/lead a plan of action associated with the issues/objective/questions listed above under the Scope of Work.
- *Support Needed from the NHA* -- Describe the support required from the NHA Executive Director, staff and the Board. Describe the support you will need from NHA's outside professionals, e.g. legal counsel, fee accountant, etc.
- *Issues* -- Methodology for raising and resolving issues.
- *Partners* -- Methodology for selecting Development/Operations Partners.
- *Communications and Status Reporting*. Describe respondent's approach. Do you plan to deliver written or verbal status reports? How often? What is your approach to communicating with the Board?

3. Relevant Experience Contractor Employees, Partners and Subcontractors

Provide a Statement of Qualifications that:

- Details the experience of the firm and individual consultants, with particular emphasis on describing engagements you have performed that are comparable to this one.
- Provides a description of the background and qualifications of the professional staff the respondent intends to involve in the engagement, including their resumes.
- Identify the respective roles of project personnel and the amount of time each is expected to devote to the engagement.

If two or more firms are teaming together, this information must be presented separately for each entity.

4. *Relevant Experience of Sub-Contractors (if any)*

The NHA realizes that not all the skill sets necessary to complete this engagement may be directly available from the respondent. If you intend to use sub-contractors to complete some of the tasks/deliverable, please identify them and provide a description their background and qualifications to perform the work.

5. *Project Schedule, Phasing and Milestones*

Provide a project plan and timeframe for conducting the Scope of Work, including phases target completion dates for each major milestone and task. In particular, outline the milestones/tasks you plan to achieve during the following phases:

- Assessment Phase (utilizing the work which as already been accomplished in the Facilities Master Plan to the maximum extent possible)
- Application Phase
- Award Phase
- Closing Phase

The phasing/milestone plan proposed should be synchronized with the progress payment schedule the consultant proposes in the price proposal.

6. *References*

Provide at least three (3) references for projects involving a relatively comparable Scope of Work including contact information (name, title, organization, telephone number and email address) as well as a brief summary of the relevant work completed with completion date.

7. *Work Samples*

If possible, tangibly illustrate your qualifications with work samples of the deliverables you have developed for engagements with relatively comparable Scope of Work. (Please provide in a flash drive or CD.)

Price Proposal and Contractual Terms – To be submitted in Sealed Envelope B

The Price Proposal should breakdown the costs by each major phase, milestone or task for the project plan, clearly delineating when progress payments are expected and specifying acceptance criteria for payment. It should delineate which services are proposed on a fixed fee basis, which services are proposed on a time-and-materials basis. The Price Proposal must include a not-to-exceed estimated fee to accomplish the entire Scope of Work, inclusive of all project services and out-of-pocket costs. The Price Proposal should also include hourly rate(s) for additional consulting assistance, should the NHA Board determine it beneficial to add tasks to the Scope of Work.

Recognizing the inherent uncertainties in the Scope of Work, NHA is open to the proposal of alternative fee approaches, such as time-and-materials with a ceiling combined with a success fee once a path forward has been approved by the Board.

The selected respondent will be required to execute an agreement with the NHA in substantially the form attached hereto as Attachment C. In your Price Proposal, please indicate any issues, exceptions, changes or additions you would like the NHA to consider. If you wish to use your own services agreement template, please include a copy with your Price Proposal.

Section 5: Selection Process and Criteria

A. Timetable and General

The NHA Board has established the following target schedule for the evaluation and selection process which is subject to change by the Board as it deems necessary. The NHA will notify all respondents in writing of any changes to the schedule.

Selection Process	Target Dates
RFP Issued	April 28, 2021
Deadline to request Pre-Submission Walkaround	May 6, 2021 – 12 noon
Pre-submission Walk-around (if requested)	Week of May 10, 2021
Questions Due	May 14, 2021 - 12 noon
Proposals Due	May 28, 2021 – 12 noon
Initial Evaluation of Proposals	Starts on June 1, 2021
Potential Interviews (optional)	Week of June 7, 2021
Selection Announced	The week of June 21, 2021

The overriding goal of this project is to provide guidance and leadership to the NHA in support of its goal to modernize/develop our Seabeds/Cook and Linden/Chambers properties. It is the intention of the NHA to select a respondent who can:

- Demonstrate superior experience and capacity necessary to perform the Scope of Work;
- Respond appropriately to the programmatic and technical requirements included in this RFP;
- Exhibit excellent communications skills;
- Best meet the Selection Criteria delineated in this Section of the RFP; and
- Provide a competitive Price Proposal.

The NHA is looking for the best balance between a proposal's quality, cost and the respondent's qualifications. The NHA is not obligated to select the "lowest bidder" if another proposal better satisfies the Selection Criteria and other requirements of this RFP as a whole. The NHA will rank the respondents based solely on the Competitive Selection Criteria set forth herein prior to opening and reviewing the price proposals.

All proposals that are submitted by the deadline will be opened by the Executive Director in the presence of one or more witnesses and logged in. The review of proposals will begin immediately after the submission deadline.

To the greatest extent possible, the NHA will coordinate its review and selection process to achieve the final selection of winning respondent within 30-45 days of receipt of proposals. In its evaluation, the NHA may consider the following:

- All information contained in the proposal,
- Potential interviews with finalists,
- Telephone conversations with and potential site visits to references,
- Other information that is public and verifiable,
- The combined experience of all those involved in the project,
- Any additional written information that the NHA might request in conducting its evaluation, and

- The individual professional opinions and observations of the Selection Advisory Committee, NHA Board and Executive Director.

The NHA Board, after reviewing the proposals, will determine whether one or more respondents will be required to appear for interviews. Any respondent selected to appear for an interview will be notified in writing, by eMail, certified mail return receipt requested, facsimile transmission, or otherwise, of the time, place, duration, and format of the interview.

NHA reserves the right to:

- Reject any and all proposals or to cancel the RFP if in its sole discretion NHA determines that it would be in the best interest of the NHA.
- Seek clarification of information and negotiate with any or all respondents;
- Waive portions of the RFP;
- Waive any minor informalities or defects in proposals;
- Accept unanticipated suggestions or recommendations from respondents to improve the project;
- Reject all or portions of proposals; and/or
- Issue a new Request for Proposals, all for any reason considered appropriate by the NHA in order to serve the best interests of the NHA.

It should be noted that there are limitations under G.L. c.30B, §6 with respect to the terms that may be negotiated.

Proposals will be deemed to be valid for a period of three (3) months from the date of submission. Until the professional services contract is executed, the NHA reserves the right to reject any and all proposals in response to this RFP. Further, the NHA is neither committed to nor bound by any offer made by a respondent to the RFP process until such time that all the required procedures as set forth in this document and as required by law have been complied with in full. The preparation and submission of any proposal by any person, group or organization shall be at the expense of that person, group or organization.

The NHA makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

B. Evaluation of the Proposals

The NHA Board of Commissioners is issuing this RFP and responses will be evaluated by the Board and NHA executive staff. The Board in its discretion may form a Selection Advisory Committee. The Board will make the final selection of the winning respondent.

The successful response to this RFP will be the one that is most advantageous to the NHA by best meeting the Competitive Selection Criteria of this RFP. Generally, the major criteria that will be evaluated will include:

1. The qualifications of the respondent;
2. The quality of the proposal and plan of work;
3. The likelihood that respondent will do an excellent job;

4. The respondent's references; and
5. Cost.

The Board will review proposals in response to the RFP and, if it deems appropriate, conduct interviews with respondents. The Board will rank the proposals on a "most advantageous" basis based on the Competitive Selection Criteria included in Section 5 of this RFP and select the proposal with the best balance of quality, cost and the respondent's qualifications

C. Competitive Selection Criteria

All respondents who pass the minimum threshold requirements will have their non-price technical proposals evaluated and ranked based on competitive selection criteria that are summarized below. A "1 – 5" scale will be employed wherein "5" represents "Highly Advantageous", "3" represents "Advantageous" and "1" represents "Not Advantageous".

1. Quality and Depth of Project Experience

Highly Advantageous (5): The respondent demonstrates superior experience in providing services related to the tasks included in the Scope of Work of this RFP. The proposal demonstrates a wide depth of experience with similar projects. Project work samples are of outstanding quality in content and presentation.

Advantageous (3): The respondent demonstrates adequate experience in providing services related to the tasks included in the Scope of Work as summarized in Section 3 of this RFP. The proposal demonstrates an acceptable depth of experience with similar projects. Project work samples are of acceptable quality in content and presentation.

Not Advantageous (1): The respondent has limited experience in providing services related to the tasks included in the Scope of Work.

2. Feasibility of Approach

Highly Advantageous (5): The proposal demonstrates a superior approach to the project, an understanding of the required tasks, and a clear analysis of the time required for each task.

Advantageous (3): The proposal demonstrates a reasonable approach to the project, an understanding of the required tasks, and an adequate analysis of the time required for each task.

Not Advantageous (1): The proposal does not demonstrate a desirable approach to the project and/or a clear understanding of the required tasks.

3. Quality of the Proposal

Highly Advantageous (5): The proposal is complete, informative, highly responsive and detailed. The proposal also reflects that the respondent is able to perform the required tasks in a superior manner and possesses excellent communication and documentation skills.

Advantageous (3): The proposal is complete, informative, and meets the criteria for responsiveness to the RFP. The proposal reflects that the respondent is able to perform the required tasks and possesses good communication and documentation skills.

Not Advantageous (1): The proposal is incomplete, is missing information and/or lacks a comprehensive approach. Communication and documentation skills appear to be adequate or less than adequate.

4. Overall Experience of the Personnel Proposed for the Engagement

Highly Advantageous (5): The skills and experience of the proposed personnel are highly relevant to the engagement and demonstrate that the personnel are highly qualified.

Advantageous (3): The skills and experience of the proposed personnel are relevant to the engagement and demonstrate that the personnel are qualified.

Not Advantageous (1): The skills and experience of the proposed personnel, or some of them, are only tangentially relevant, and/or demonstrate their qualification for the engagement.

5. Overall Quality of References

Highly Advantageous (5): All references contacted spoke very favorably about the work performed by the respondent and would use them again for a similar project without hesitation. All references confirmed that the respondent had met scheduled expectations and delivered an “on-time” project.

Advantageous (3): The majority of references contacted spoke favorably about the work performed by the respondent and would use them again for a similar project. Not more than one reference stated that the respondent was unable to meet the agreed-upon project schedule.

Not Advantageous (1): One or more reference stated that there had been significant difficulties with the respondent’s ability to deliver the contracted services and deliverables. More than one reference indicated that the respondent had been unable to meet the agreed-upon project schedule.

D. Opening the Price Proposal & Selection of the Winning Proposal

After ranking each technical non-price proposal in accordance with the competitive selection criteria, the price proposals will be opened. Proposed overall not-to-exceed cost will be compared and ranked. Hourly rates for consultants will be compared and ranked. For those respondents who propose an alternative fee approach, their alternative fee proposal will be compared and ranked. Rankings will be from most advantageous to the NHA (5) to least advantageous to the NHA (1).

The most advantageous overall proposal from a responsive and responsible proposer will be selected, taking into consideration the competitive selection criteria for the Technical Proposal, the most advantageous Price Proposal, and other requirements set forth in the RFP. The NHA Board will make the final selection of the winning proposal.

E. Post Selection

After selection of the winning proposal, the winner’s Authorized Representative will be notified. The NHA will enter into a professional services contract with the selected respondent. During contract negotiation, for any reason the NHA considers appropriate to do so in order to serve the best interests of the NHA, the NHA reserves

the right to seek clarification of information; to waive or adjust portions of the scope; to waive or correct any minor imperfections in the proposal; to accept unanticipated suggestions/recommendations from the selected respondent that improve the project; to reject portions of proposal; to terminate negotiations and commence negotiations with another respondent; or to terminate all negotiations and issue a new Request for Proposals.

Section 6: RFP Conditions, Terms and Limitations

This Request for Proposals is subject to the specific conditions, terms and limitations stated below:

1. The Needham Housing Authority (NHA) is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any respondent at any time including the cost of responding to the RFP.
2. This RFP does not represent any obligation or agreement whatsoever on the part of the NHA. This RFP has been prepared solely to solicit proposals and it is not a contract offer and is not binding on the NHA.
3. Selection of a respondent's proposal will not create any rights on the respondent's part, including, without limitation, rights of enforcement, equity or reimbursement, until all related documents are fully executed and approved by the NHA.
4. The NHA reserves the right to reject any and all proposals if it's in its interest to do so, and also reserves the right to waive any informalities of a non-substantive nature.
5. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any respondent, will be within the sole discretion of the NHA.
6. The NHA reserves the unqualified right, in its sole and absolute discretion, to amend or withdraw this RFP at any time, to reject all proposals, to withdraw at any time from this process with no recourse for any respondent, to waive defects in the filing of or contents of any proposal, and to choose or reject any or all proposals received in response to the RFP.
7. This RFP, and any agreement resulting therefrom, are subject to all applicable laws, rules and regulations promulgated by any federal, state, regional or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
8. The NHA reserves the unqualified right, in its sole discretion, to disqualify any respondent, firm, or individual from any phase or component of the selection process due to felonious or other criminal conduct or activity in any jurisdiction (domestic or foreign), or indictment by any foreign or domestic federal or state jurisdiction for the same or other activity which in the sole opinion of the NHA raises a material issue of the respondent's ability to fulfill its proposal. The respondents are required to disclose any such instances or activities. The NHA also reserves the right to require that some or all of consultant personnel be CORI background checked.
9. Although the NHA believes that the information contained in the RFP is complete and accurate, the NHA, its employees, officials or agents make no representations, warranties, or guarantees that the information contained in the RFP or any information provided in connection with the RFP and selection process (including, without limitation, any supplemental information) is accurate, complete, or timely. The furnishing of such information by the NHA shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a proposal to the NHA, expressly agrees that it shall not hold the NHA, or any third party who prepared a report for the NHA, liable or responsible therefor in any manner whatsoever.

10. The NHA may consult references familiar with the respondent regarding the respondent's prior projects, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the submission. Submissions made in response to this RFP shall constitute permission for the NHA to make such inquiries and authorize third parties to respond thereto.
11. Respondents should assume that the NHA's receipt of any information submitted or generated in response to this RFP including information submitted during discussions before or after the receipt of proposals (including ideas, drawings, or other materials communicated or exhibited) is likely to be deemed to be a public record under Massachusetts law. No information given to the NHA in any submission or any correspondence, discussion, meeting, or other communication between the respondent and NHA before, with or after the receipt by the NHA of the submission, either, orally or in writing, shall be or deemed to have been, proprietary or confidential. Use or disclosure of such information by the NHA may be made without obligation or compensation and without liability of the NHA of any kind whatsoever. Once submitted, all proposals shall become property of the NHA, which shall have the right to use all or portions of submittals as it considers necessary or desirable in connection with the project.
12. Neither the officials of the NHA nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by the respondent or any third party with any liability or held liable to it under any term or provision of this RFP nor any statements made herein.

ATTACHMENT A

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor/vendor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date: _____

Name: _____
(Print Name)

Title: _____

Contractor/Vendor: _____

241360/99999/0003

ATTACHMENT B

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____ (Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____
(Name) (Title)

of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

(Clerk)

CORPORATE SEAL:

241362/kope/0003

ATTACHMENT C

Agreement for Consulting Services

The following provisions shall constitute an Agreement between the Needham Housing Authority, hereinafter referred to as the "NHA," and _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK AND PERSONNEL:

The Contractor shall perform all work and furnish all services and deliverables necessary to provide the NHA the scope of services set forth in Attachment A.

Contractor shall appoint project manager to act as the primary contact person and focal point for all communication with NHA personnel pursuant to this agreement. Contractor will promptly inform the NHA of any change in the identity of such project manager.

Contractor shall ensure that its personnel assigned to this engagement are qualified and experience to perform the scope of work of this Agreement.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 2021 through _____. A more specific project schedule is set forth in Attachment B.

ARTICLE 3: COMPENSATION:

The NHA shall pay the Contractor for the performance of the work specified in Article 1 above for a maximum contract sum not to exceed \$ _____. The payment terms and schedule are contained in Attachment C. The Contractor shall submit monthly invoices to the NHA for services rendered. The invoice shall be placed on the warrant presented at the next regular monthly meeting of the NHA Board of Commissioners ("Board"). Payment of all undisputed invoice amounts will be made within 5 days of approval by the Board.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.
4. Contractor's proposal

In the event of conflicting provisions, those provisions most favorable to the NHA shall govern.

ARTICLE 5: WARRANTIES

Each Party represents and warrants to the other Party that:

1. It has the full power and authority to enter into this Agreement and perform its obligations under this PS Agreement; and
2. The execution, delivery and performance of this Agreement by it does not violate, conflict with or constitute a default under any agreement or instrument to which it is a party or by which it is bound, or any applicable law, regulation or order of any court or other tribunal, except where such violation, conflict or default would not materially impair such Party's performance of its obligations or the other Party's enjoyment of its rights under this Agreement.

Contractor further warrants to the NHA that the services provided pursuant to this Agreement shall be performed with reasonable care and skill and in accordance with applicable professional standards.

ARTICLE 6: CONTRACT TERMINATION:

The NHA may suspend or terminate this Agreement for cause by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the material provisions of this Agreement by the Contractor.
3. A determination by the NHA that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination by a party, the Contractor shall immediately cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to

the termination date as determined by the NHA. Such payment shall not exceed the fair value of the services provided hereunder, nor exceed the maximum contract sum specified in Article 3.

ARTICLE 7: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the NHA, its Board and officers, agents, and all employees from and against claims arising directly or indirectly from the contract. With respect to its personnel and subcontractors, Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the NHA with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 8: LIMITATION OF LIABILITY

CONTRACTOR'S AGGREGATE LIABILITY TO THE NHA ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL FEES AND CHARGES ACTUALLY PAID OR PAYABLE TO CONTRACTOR AGREEMENT.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF DATA, LOSS OF BUSINESS OR PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY SORT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 9: CONFIDENTIALITY

Each Party that receives Confidential Information of the other party agrees that, unless the disclosing party gives its prior written authorization, it shall not: (a) use such Confidential Information other than for the purposes of this Agreement; or (b) disclose any such Confidential Information to any third person except those directors, officers, employees, subcontractors, consultants and agents of the receiving party who are required to have such Confidential Information in order to carry out the purposes of this Agreement. The receiving party shall prevent the unauthorized use, disclosure, dissemination or publication of such Confidential Information using at least the same degree of care that the receiving party uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

The obligations of the Parties under this Article shall not apply to the extent of any disclosure required pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving Party has provided prompt notice and assistance to the disclosing Party prior to such disclosure, so that such Party may seek a protective order or other appropriate remedy to protect against disclosure.

ARTICLE 10: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to NHA's availability and appropriation of funds.

ARTICLE 11: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 12: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the NHA.

ARTICLE 13: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the NHA and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the NHA. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 14: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the NHA for any purpose.

ARTICLE 15: INSURANCE:

The Contractor shall be responsible to the NHA or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that

they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the NHA with Certificates of Insurance which include the NHA as an additional named insured and which include a thirty day notice of cancellation to the NHA.

ARTICLE 16: DISPUTES

The Parties will use commercially reasonable efforts to discuss and resolve in good faith any dispute arising under this Agreement as soon as practicable and without the necessity of any formal proceeding.

A dispute which cannot be informally resolved in a reasonable period of time may be in writing by either Party escalated to: in the case of Contractor, a senior management representative not directly involved with the day-to-day provision or use of the service; in the case of the NHA, to a representative appointed by the NHA Board. The representatives shall endeavor to resolve such dispute at a meeting to take place at a mutually agreeable time and place, and any resolution shall be rendered in writing.

ARTICLE 17: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 18: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 19: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By:

Signature

Printed Name and Title

NEEDHAM HOUSING AUTHORITY

By:

Signature

Maria Angel Medeiros, Executive Director

674185/NHA/0001