

HOUSING AUTHORITY OF CLACKAMAS COUNTY OREGON CITY, OREGON

REQUEST FOR QUALIFICATIONS HEALTH IMPLICATIONS/IMPACT ASSESSMENT CONSULTANT HILLSIDE MASTER PLAN FOR HOUSING OPPORTUNITY



ISSUE DATE: MARCH 12TH, 2018

DUE DATE: Thursday, April 26th by 5 PM
LATE QUALIFICATIONS WILL NOT BE ACCEPTED

Healthy Families. Strong Communities.

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676
TDD 503-655-8639 www.clackamas.us/housingauthority

**REQUEST FOR QUALIFICATIONS
FOR HEALTH IMPLICATIONS/IMPACT ASSESSMENT (HI/IA)
FOR THE HILLSIDE MASTER PLAN FOR HOUSING OPPORTUNITY**

The Housing Authority of Clackamas County (HACC) requests qualifications from professional consultants to prepare a Health Implications/Impact Assessment as a part of a larger site design/master planning effort.

Issue Date: March 12th, 2018
Closing Date: **Thursday, April 26th by 5 PM**

Qualifications are to be delivered by email **ONLY** to the RFQ Contact. Late submittals will not be considered.

Submit Qualifications to: Housing Authority of Clackamas County
Attention: Mary-Rain O’Meara

By email: momeara@clackamas.us

RFQ Contact: *For all questions, contact:*
Mary-Rain O’Meara
Housing Development Coordinator
Housing Authority of Clackamas
County Telephone: 503-650-3140
Email: momeara@clackamas.us

RFQ Schedule

Milestone	Date
RFQ for HIA issued	March 12 th , 2018
Deadline for Questions	April 5th, 2018 by 5 pm
Issue Final Addendum (if necessary)	April 9 th , 2018 by 5 pm
Qualifications Due to HACC	April 26th, by 5 pm
Review and Select Consultant	By May 10 th , 2018
Conduct Interviews (if necessary)	Week of May 7 th , 2018
Award Announcement	Week of May 14 th
Contract Negotiations	May 14 th -June 7 th
Start Work	June, 2018

I. INTRODUCTION

A. Purpose

The Housing Authority of Clackamas County (HACC) requests qualifications from qualified and experienced professionals that can perform the Scope of Work as described below.

As a result of this solicitation, HACC intends to award a single contract to the most qualified team (“HIA Consultant”) providing health impact assessment services that will identify potential effects, both positive and negative, related to the potential implementation of a site/master plan for Hillside Park in Milwaukie, Oregon.

B. Housing Authority of Clackamas County

HACC is a division of the Clackamas County Department of Health, Housing and Human Services and is governed by a Board of Commissioners made up of the Clackamas County Board of Commissioners plus one Housing Authority Resident Commissioner. With an annual operating budget of approximately \$18 million, HACC maintains (545) public housing units, (1,651) Housing Choice Vouchers, and (357) units of affordable and special needs housing.

C. Project Description

HACC, working closely with the Clackamas County Public Health Division, is seeking an Health Implications/Impact Assessment (HI/IA) Consultant to lead the efforts to study and assess the potential effects of implementing a proposed site design/master plan. The Master Plan design process will be running alongside the HI/IA process.

The goal for the Master Plan efforts (under separate contract) will be to redevelop a 16-acre campus into a mixed-use, mixed-income community. The planning process will be a comprehensive assessment of the economic opportunities, community needs and integrated design goals. It is HACC’s goal to develop a Master Plan that will ultimately result in a comprehensive, phased development with supportive, mixed-income housing and economically vital small businesses that will be a model for sustainable development.

The success of the Master Plan design effort will hinge on a comprehensive and diverse public engagement process, designed to solicit feedback from current residents, the surrounding neighborhood, local business, city officials and other stakeholders. It is expected that a coordinated public outreach effort will be developed by the Master Plan Design Team and HIA Consultant together to gather data and solicit feedback that will support both efforts.

The need for affordable housing in Clackamas County is great. HACC currently has a wait-list of 4,228 households, but only owns 900 housing units. Current residents at the Hillside community represent historically disenfranchised communities, including households that are low-income, represent a minority and include seniors or individuals with disabilities. The intention for this project is to lay the foundation for community revitalization, increased housing density, improved site amenities, and to incorporate meaningful input from public housing residents and other stakeholders.

D. Property Description

Hillside is a 16-acre campus close to central Milwaukie. Located adjacent to SE 32nd Ave, the property is bounded by Providence Milwaukie (to the east), a redevelopment site formerly used as Murphy Plywood

(to the south), railroad tracks (to the west) and a single-family residential neighborhood (to the north). The property is a short walk from neighborhood commercial facilities and is close to the North Milwaukie Industrial Area. The neighborhood is a classic example of an area in transition. It is surrounded by a diversity of uses, with immediate access to mass transit and an increasingly commercial influence on nearby connector streets.

The existing campus is composed of 100 single-level, duplex homes (built in the early 1940's as temporary housing), a 9-story, 100-unit, concrete tower (constructed in 1970), a small community building, play area and the infrastructure necessary to support the campus. The tower, referred to as Hillside Manor, will be undergoing a renovation phase (under separate contract) within the next 2-3 years, contingent upon funding availability.

E. Financing

The HIA effort has been funded through a 2040 Planning and Development grant administered by Metro.

F. Project Stakeholders

In addition to the HIA Consultant Team proposed in this RFQ, a variety of Project Stakeholders have been identified that would potential be involved in the HIA assessment and include:

- HACC staff– leading the overall Master Plan effort as the Project Owner and Building Operator
- Current residents of both Hillside Manor and Hillside Park
- Clackamas County Public Health Department – managing the HIA efforts
- City of Milwaukie’s Community Development Department – conducting the City of Milwaukie Comprehensive Plan Update process
- Providence Milwaukie – participating in process to explore assisted senior and work-force housing opportunities that might be a part of any new development
- Neighbors in the surrounding Ardenwald neighborhood
- Metro – providing project oversight and advice
- Financial Consultant – providing funding and financial feedback

II. SCOPE OF SERVICES

A. Overview

The most qualified HIA Consultant will be selected to provide health impact assessment efforts, which will include the specific scope of services outlined in *Section II Part C – Work Scope*. The HIA Consultant needs to exhibit strong qualifications, experience and expertise, either through in- house staff or sub-consultants, to provide the professional services required to meet the project’s scope of work and schedule.

B. Anticipated Project Schedule

It is expected that schedule milestones will be refined with the selected HIA Consultant. Below is a general understanding of how the project might unfold:

- | | |
|--------------------------------------|---------------|
| • Project Start-Up | June, 2018 |
| • Outreach Plan Finalized | August, 2018 |
| • Design Charrette | October, 2018 |
| • Community Master Plan Presentation | May, 2019 |
| • Project Completion | June, 2019 |

C. Work Scope

HACC is looking for professional services from qualified Health Impact Assessment and related field consultants to prepare a Hillside Housing Opportunity Health Implications/Impact Assessment (HI/IA). When performing work under the Contract, the selected Consultant(s) must meet the highest standards prevalent in the industry most closely related to the services described below. Services include, but are not limited to:

1. Health Implications/Impact Assessment Development and Implementation

The proposed assessment should be a reflection of scientific data, health expertise, and public input to identify the potential effects, both positive and negative, of the project. The assessment should incorporate multiple data sources and analytic methods, and consider input from community members, residents, experts, and other stakeholders to identify potential health impacts and how those impacts might be distributed within the population. The concept will also take place in collaboration with an outreach plan as conducted by HACC contractors and staff. The HI/IA developed will be used to inform decisions around the Hillside Master Plan for Housing Opportunity. The HI/IA concept development and implementation will include but is not limited to:

- a. Refining assessment scope based on housing project scope
- b. Assessment of positive and negative health effects
- c. Recommending mitigations and alternatives
- d. Reporting and communication
- e. Monitoring
- f. Collaboration with multi-sectoral development stakeholders

2. Public Engagement

Public engagement for the Master Plan process will be led by HACC. It will consist of resident and community focus groups, design workshops, coordination with a Technical Advisory Committee (TAC) as well as regular Development Team meetings. Additional outreach and engagement strategies may be utilized including online or in person surveys and interviews with key stakeholders. The HI/IA Assessment Consultant will work with HACC and its Master Planning consultants to incorporate outreach components of the HI/IA assessment into the Master Plan public engagement process. This may include but is not limited to:

- Coordinate with HACC and project consultants on the design and outreach for the public engagement efforts.
- In coordination with HACC, participate in public outreach and communications to assess health impact and community needs.
- Evaluate feedback and make proposals for incorporation of input into design as appropriate.

3. Staff Capacity Building

The HI/IA consultant will work closely with Clackamas County Public Health Division staff in development of the HI/IA Concept. This process will include some provision of capacity building around HI/IA development and implementation aspects, such as sharing presentations about the health implications/impact assessment and developing reports on completed HI/IA.

III. SUBMISSION REQUIREMENTS

A. Minimum Requirements

To be qualified to respond, firms must at a minimum possess.

- At least five (3) years of recent and relevant experience leading Health Impact Assessments.
- At least (2) years of related public or community health experience
- At least (2) years of experience in community outreach and engagement
- Respondents must not be debarred, suspended, or otherwise ineligible to contract with HACC.

Preferred qualifications will be granted to applicants who can demonstrate:

- Experience leading Health Impact Assessments with housing, transportation, or urban planning emphasis
- A graduate degree in Public Health, Urban Planning, or related field

B. General

Brevity is strongly encouraged. Respond only to items listed below and include only relevant information. The reviewers will not consider materials that are not requested below.

Once submitted, no additions, deletions, or substitutions may be made to written qualifications.

C. Format Requirements

Submittals will only be received by the RFQ Contact via email. Please consider this format when assembling the submittal:

- a. An 8.5" X 11" format, either vertical or horizontal; and
- b. A font size no smaller than 10 points.

D. Submission Requirements

To be considered responsive and responsible, each respondent shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed. **Limit your proposal to the equivalent** of (15) single-sided pages. Page limit does not include cover letter references, and/or required attachments.

1. Cover Letter

Limit letter to a maximum of two (2) pages. Introduce and describe your general philosophy and relevant experience for the contemplated work. The letter must be signed by applicant.

2. Consultant Description

- a. Discuss consultant background, education, history, and ability to conduct place-based Health Impact Assessments.
- b. Provide consultant resume(s). Include title and relevant project experience.

3. Ability to Meet Minimum and Preferred Qualifications

Describe ability to meet minimum and preferred qualifications listed in minimum requirements above.

4. Relevant Project Experience

Describe the recent and relevant project experience on a minimum of three projects that describe the experience with the following aspects:

- a. Describe previous projects that are similar in scope to the project described. Projects should illustrate your experience with place based Health Impact Assessments, especially those that include affordable housing projects and diverse communities.
- b. Describe your ability to conduct HIAs as part of a multidisciplinary planning team, coordinating with stakeholders and developers for multiple sectors.
- c. Describe a challenge encountered during an HIA and how it was dealt with to achieve goals of HIA.
- d. Experience and ability to build staff HIA capacity.

5. Project Understanding

Please briefly describe your understanding of health impact assessments as they relate to housing, city planning, and low-income communities. Please briefly describe your understanding of place based HIAs as they relate to the following:

- Screening for HIA use
- Scoping
- Assessment of Health Effects
- Recommending Mitigations and Alternatives
- Reporting and Communication
- Monitoring
- Provision of capacity building
- Collaboration with multi-sectoral development stakeholders in development and implementation of community outreach

6. Diversity in Employment and Contracting

The firm submitting a proposal shall be aware of the HACC goals of consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968. The HACC goal is to make efforts to ensure that small and minority-owned business, women's business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of a HACC project are used when possible.

HACC encourages the use of minority-owned businesses, woman-owned businesses, businesses that service disabled veterans own and emerging small businesses, as defined under State law in ORS Chapter 200 and as certified by the Certification Office of Business Inclusion and Diversity (referred to here as COBID Certified Businesses) to the maximum extent practical.

Indicate whether your proposal includes subcontractors. If your proposal does not include subcontractors, complete Section 1 only. If your proposal does include subcontractors, complete both Section 1 and Section 2. If you are proposing an alternative approach to equity contracting in the scope of the project, please complete Section 3.

Section 1: *To be completed by all proposers*

- **Certification:** Is your firm a COBID Certified Business? If yes, indicate all certification types and your firm's certification number.
- **Demographics:** Describe the diversity in demographics of the proposal team (yourself, your firm and/or any proposed subcontractors). Include race, gender, veteran status and disability. You

may also include other measures of diversity, as defined in Section 6 above. Identify the diverse nature of the people that will perform work in substantive roles and percentage of work on this project.

- **Support:** Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.

Section 2: To be completed by proposers utilizing subcontractors for this project

- **Subcontractor Information:** Provide the following information for each subcontractor included in this project team:
 - Firm's name
 - Is the subcontractor a COBID Certified Business? If yes, indicate the state of certification, all certification types and subcontractor's certification number.
 - Method of choosing identified subcontractor
 - Specific scope of work tasks
 - Percentage of project dollars

Section 3: To be completed by proposers with an alternative approach to Equity Contracting

- **Description of alternative approach to equity contracting:** Please describe the approach your firm will take to ensure that the Diversity and Equity in employment and contracting goals are achieved within the scope of the project.

7. References

Provide (3) references, previous and/or current. References shall include the following information:

- a. Name, title, mailing address, current phone number and email address of contact.
- b. Description of services provided and date the project was completed.

8. Required Forms

The following forms must be fully completed and signed by the appropriate person and included in the qualifications package:

- a. Lobbying Certificate
- b. Debarment Certificate
- b. Form HUD 5369-B: Instructions to Offerors Non-Construction
- c. Form HUD 5369-C: Certifications and Representations of Offerors – Non-Construction Contract
- d. Form HUD 5370-C: General Conditions for Non-Construction Contracts

IV. EVALUATION

A. Method of Award

HACC is utilizing a Qualifications-Based selection process to select the most qualified HIA Consultant. HACC will appoint a Review Committee who will evaluate the written responses to the RFQ and shall apply the evaluation criteria and scoring set forth below. The Committee will rank the submittals from highest to lowest. If there are two or three applicants with a similar ranking, HACC reserves the right to conduct interviews with the selected consultants. The week of May 7th is reserved for consultant interviews, if necessary. HACC will notify the appropriate teams regarding selection and/or interviews as quickly as possible.

Once a selection has been made, HACC will then open negotiations with the top-ranked consultant with the

intention of reaching an agreement. Funding for this project is currently set for \$25,000. If an agreement cannot be reached, HACC will terminate negotiations with the top-ranked consultant and open negotiations with the next ranked consultant. HACC will proceed with this process until an agreement can be reached with a qualified HIA Consultant.

HACC anticipates executing a contract for the HI/IA Project as outlined in *Section II Part C – Work Scope*.

2. Evaluation Criteria

Submission Requirement	Points
Cover Letter	5
Consultant Strength and Experience	25
Relevant Project Experience	20
Project Understanding	20
Capacity Building Experience	5
MBE/WBE/DBE Firm and Commitment to Racial Equity	15
Clarity and Conciseness of Proposal	10
Total	100

3. Questions and Comments

Any respondent requiring clarification of the information must submit specific questions or comments to the RFQ contact via email. **The deadline for submitting such questions is 5:00 April 5th.** If in HACC's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum that will be posted to the HACC website:

<http://www.clackamas.us/housingauthority/bids.html>

Such addenda shall have the same binding effect as though contained in the main body of the Request for Qualifications. Oral instructions given to prospective respondents by HACC employees or its agents shall not bind HACC. All Addenda shall be issued by HACC not less than three (3) calendar days prior to the qualifications deadline.

V. CLARIFICATIONS AND ADDENDA

A. Award of Contract; Clarification or Rejection of Qualifications

HACC will evaluate qualifications and will rate qualifications using the scoring methodology described in Section IV of this document.

HACC reserves the right to seek clarification of the written Qualifications from respondents.

HACC reserves the right to reject any and all qualifications and to waive any informality in qualifications received whenever such rejection or waiver is in the interest of the Housing Authority.

HACC reserves the right to reject the proposal of any proposer including those who have previously failed

to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers, or employees. HACC also reserves the right to reject the proposal of any proposer listed in the current issue of “List of Parties Excluded from Federal Procurement and Non-procurement Programs” U.S. General Services Administration, Office of Acquisition Policy or listed in the HUD Limited Denial of Participation, current edition.

Professional services contracts will not have terms exceeding five years without HUD Approval.

The successful firm shall sign and file with HACC all documents necessary to the successful execution of the contract within ten calendar days after the notice of award.

B. Right to Protest

Any actual proposer who is adversely affected or aggrieved by HACC’s award of the contract to another proposer on the same solicitation shall have fourteen (14) calendar days after notice of intent to award has been issued to submit to the Executive Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. A protest must meet the requirements of ORS 279B.410. HACC will not entertain protests submitted after the time period established in this rule.

C. Insurance Requirements

Prior to executing a contract, the consultant team shall provide the following documents:

1. Proof of \$1,000,000 per occurrence (\$2,000,000 general aggregate) general liability insurance,
2. Proof of \$1,000,000 automobile liability insurance,
3. Proof of \$1,000,000 combined single limit per occurrence (\$2,000,000 general annual aggregate) professional errors and omissions liability insurance,
4. Proof of \$1,000,000 employers liability insurance,
5. Proof of Worker’s Compensation insurance, and

All required insurance other than Professional Liability, Worker’s Compensation, and Personal Automobile Liability shall include the “Housing Authority of Clackamas County, its agents, officers, and employees” as an additional insured.

D. Cancellation

HACC reserves the right to cancel or reject any or all Qualifications, and to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in HACC’s best interest. In no event shall HACC have any liability for cancellation of award.

E. Cost of Preparation

Costs incurred by respondents in preparation of a response to this RFQ shall be borne by the respondents.

F. References

HACC reserves the right to investigate references including other than those listed in the response to this RFQ. Investigation may include past performance of any consultant team member with respect to its successful performance of similar projects, compliance with specifications and contractual

obligations, completion or delivery of a project on schedule or on budget, and its lawful payment of subcontractors, employees, and workers. If demanded by HACC, supportive references must be furnished.

G. Confidentiality

Qualifications are public records. All information submitted by respondents shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposal for which respondent requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the respondent requests exception from disclosure.

Respondents shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the HACC as a result of this RFQ.

VI. CLARIFICATIONS AND ADDENDA

- A. Lobbying Certificate
- B. Debarment Certificate
- C. Form HUD 5369-B: Instructions to Offerors Non-Construction
- D. Form HUD 5369-C: Certifications and Representations of Offerors – Non-Construction Contract
- E. Form HUD 5370-C: General Conditions for Non-Construction Contracts
- F. Model Professional Services Contract
- G. Metro Grant Application Narrative

- END -

Lobbying Certificate

The Undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form – LLL, “Disclosure Form to Report Lobbying,”* in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Name: _____

Title: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

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 offer or ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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 I – (With or without 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. 1/31/2017)

Exhibit E

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$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 I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

PROFESSIONAL SERVICES CONTRACT

FOR

INSERT NAME HERE

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF
CLACKAMAS COUNTY

Jim Bernard, Chair

Sonya Fischer, Commissioner

Ken Humberston, Commissioner

Martha Schraeder, Commissioner

Paul Savas, Commissioner

Paul Reynolds, Resident Commissioner

PROFESSIONAL SERVICES CONTRACT FOR **INSERT SERVICE HERE**

This contract for professional services is entered into by and between the Housing Authority of Clackamas County, hereinafter referred to as HACC, and **Insert Name**, hereinafter called the CONTRACTOR. HACC and CONTRACTOR, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

I. SCOPE OF WORK and TERM OF CONTRACT:

This agreement covers the services as described in Attachment “A” which by this reference is hereby incorporated into and made a part of this contract. Work shall be performed in accordance with a schedule approved by the HACC. The term of the contract shall commence **upon contract execution** and continue through **insert date here**. Passage of the contract expiration date shall not extinguish or prejudice HACC’s right to enforce this contract with respect to any default or defect in performance that has not been cured.

II. COMPENSATION:

A. HACC agrees to compensate the CONTRACTOR on a fee-for- services basis as provided for in **Attachment “B”** which by this reference is hereby incorporated into and made a part of this contract. Invoices submitted for payment in connection with this contract shall be properly documented and shall indicate pertinent HACC contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall be **\$XXXXXXXXXXXX**. CONTRACTOR bears the risk of non-payment for services in excess of the amount stated above without prior HACC approval; but HACC reserves the right to ratify and pay for such services in its sole discretion.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
- 2.** This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to HACC employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers’ Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).
- 3.** If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

4. CONTRACTOR represents and warrants that CONTRACTOR is not an employee of HACC or of the Federal Government, meets the independent contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of HACC, as those terms are used in ORS 30.260 et. seq.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. CONTRACTOR shall not delegate the responsibility for providing services under this contract to any other individual or agency without the express written permission of HACC.

B. Pursuant to the requirements of ORS 279B.020 and ORS279B.220 through 279B.235, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the HACC on account of any labor or material furnished.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing HACC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this agreement.

3. Tax Laws

a. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR's property, operations, receipts, or income, or to CONTRACTOR's performance of or compensation for any work performed by CONTRACTOR;

Exhibit F

- iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

4. CONTRACTOR must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of the CONTRACTOR's warranty in this Agreement that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle HACC to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all remedies available under this Agreement, at law, or in equity, including but not limited to:

- a.** Termination of this Agreement, in whole or in part;
- b.** Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to HACC's setoff right, without penalty; and
- c.** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. HACC shall be entitled to recover any and all damages suffered as the result of CONTRACTOR's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.
- d.** These remedies are cumulative to the extent that remedies are not inconsistent, and HACC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

7. The CONTRACTOR shall comply with all federal, state and local laws,

regulations, executive orders and ordinances applicable to the work under this contract.

8. The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

9. Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

IV. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on HACC property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC.

At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insured's under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

V. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work.

The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VI. OTHER TERMS:

A. Termination. This contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. Amendments. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.

C. Governing Law/Venue. This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.

D. Third Party Beneficiaries. HACC and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.

E. Force Majeure. Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.

F. Survival. The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

G. Records. CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representative's access to such records during that time or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

H. Ownership and Use of Documents. All work products of CONTRACTOR which result from this contract (the "work products"), except material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

Exhibit F

I. Whole Contract. This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract. No waiver, consent, modification or change of terms of this contract will be binding on either party except as a written addendum signed by authorized agents of both parties.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Authorized Signature

Name / Title Printed

Date

Telephone / Fax Number

Federal Tax ID Number

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

DATED this _____ day of (month), 2017 BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Project narrative

Project Name: Hillside Master Plan for Housing Opportunity

Note to applicants: All questions and headings are to remain in their current locations in this document. In the space provided after each question, you may use text, bullet lists, tables or other formatting as desired or appropriate to improve the clarity and legibility of your response. Please be succinct; is not necessary to use all of the space provided. Please use 11 point black text, and limit your response to the space allotted for each question. Refer to the evaluation criteria on page 4 of the Handbook, also in ZoomGrants in the “Library” tab.

Clear development outcomes

1. Clearly describe the proposed project and the specific goals to help facilitate development in your community. *(Limit your response to page 1.)*

The Hillside Master Plan for Housing Opportunity will provide a comprehensive redevelopment strategy for a public housing community owned and operated by the Housing Authority of Clackamas County. Located in Milwaukie, OR, Hillside is home to 302 vulnerable low income residents who would face tremendous hardship finding housing in the private market.

Hillside includes 100 units of single level, duplex homes built in the early 1940's, and a 9-story residential tower with 100 units built in the 1970s. The site is just over 22 acres and presents incredible opportunity for increased housing density in a property situated near amenities such as Providence Medical Milwaukie, TriMet Bus and Max lines, downtown Milwaukie and SE Portland.

Over the next few years, the Housing Authority will be seeking local, state and federal funding for the redevelopment of the Hillside site. The goal is to replace the aged duplex structures originally built for temporary housing and replace them with higher quality and higher density housing on the site in a range of income levels and design typologies. The tower on the site will be rehabilitated to bring the structure up to a higher physical quality and increase its useful life.

Completion of a Master Plan for the site will provide a physically and financially viable design concept vetted through an extensive community process and leading to complete revitalization and transformation of the community. With the partnership of the City of Milwaukie's Community Development Department, project components such as enhanced transit and pedestrian access, economic development, green spaces and housing needs will be explored and realized.

Additional stakeholders to be involved in the planning process include the Clackamas County Public Health Department, which will complete a Health Impact Assessment in conjunction with the Master Plan; Providence Milwaukie which will explore assisted senior housing opportunities on the site; current residents at the Hillside community, and members of the Ardenwald neighborhood that surrounds the site.

The Housing Authority will serve as the lead project manager for the process, coordinating the consultant teams and convening community and Technical Advisory Committee (TAC) meetings. Development outcomes will include the construction of a mixed use, mixed income community that preserves and rebuilds existing affordable housing at the site, while creating opportunities for expanded housing choice.

The Master Plan will be used to leverage federal, state and local funding opportunities including the Rental Assistance Demonstration (RAD) program for Public Housing properties, Low Income Housing Tax Credits (LIHTC), and New Markets Tax Credits (NMTC). Each of these funding programs require significant site planning, community engagement, and financial feasibility modeling in order to be competitive.

2. Provide a high-level description of the scope of work and general timeframe to complete the project. What are the project elements, the deliverables you envision, and the outcomes you seek to achieve? (*Limit your response to page 2.*)

The Hillside Master Plan for Housing Opportunity will include four areas of project deliverables to be completed by consultant teams over the course of a one year timeframe. The completed plan will reflect a shared-community vision for redevelopment of the site that incorporates an increased number of housing units and a design concept driven by best practices in health and sustainability. Integration with nearby development sites such as the Murphy site to the south and the North Milwaukie Industrial Area to the east of Hillside will also be a key factor of the Master Plan process. The specific scope of work for each consultant team includes the following:

Project Element #1: *Development and Financial Feasibility Analysis and Plan* (Spring 2018-Spring 2019)

The Development and Financial Feasibility Analysis will be conducted by a development firm experienced in affordable housing redevelopment. Deliverables:

- Needs Assessment- The needs assessment will be completed in conjunction with the development of the preferred site and design plan carried out by the Architectural team. This will be an iterative process involving input and preferences from the Housing Authority, project partners, residents, and the other consultant teams. The assessment will consider and weigh options for unit sizes, design and building types, unit count, site amenities, infrastructure upgrades, and phases of development.
- Project Financial Analysis – In this phase of the analysis initial costs for development of the preferred design concept will be created. Likely sources of funding will be identified and a phasing schedule recommended.
- Development Sources and Uses – The final phase of the analysis will produce a detailed and viable development sources and uses proforma for the project that is tested against funding constraints and opportunities.

Project Element #2: *Architecture and Engineering: Preferred Site Plan and Design Concept* (Spring 2018-Spring 2019)

The Architecture and Engineering (A&E) scope of work for the Master Plan will be completed by a qualified firm with residential Master Planning experience. Deliverables:

- Site Survey and Assessments Determination of site boundaries and features, assessment of conditions including residential buildings and infrastructure. Preliminary zoning and land use analysis. Recommendations for alignment with City of Milwaukie’s Comprehensive Plan update.
- Program Investigation and Preliminary Project Goals Launch community engagement and Technical Advisory committee to explore program goals and development options.
- Design Workshop Conduct 1-3 community workshops to refine design and development priorities.
- Develop Preferred Concept Plan Combine information and input from tasks 1-3 to develop preferred concept plan for the site. Final identification and recommendation of zoning change and land use process.

Project Element #3: *Health Impact Assessment (HIA)* (Spring 2018-Spring 2019)

The HIA will be completed by Clackamas County Public Health as a partner in the Master Planning process. Deliverables:

- Screening (identifying plan, project, or policy decisions for which an HIA would be useful).
- Scoping (planning the HIA and identifying what health risks and benefits to consider).
- Assessment (identifying affected populations and quantifying health impacts of the decision).
- Recommendations (suggesting practical actions to promote positive health effects and minimize negative health effects).
- Reporting (presenting results to decision makers, affected communities, and other stakeholders).
- Monitoring and evaluation (determining the HIA’s impact on the decision and health status).

Project Element #4: *Economic Impact Analysis* (Fall 2018- Spring 2019)

An Economic Impact Analysis will be conducted to determine job creation, tax impacts, and overall economic stimulus generated through implementation (construction) of the Master Plan preferred concept.

3. Describe the measures would you use to evaluate the project's success. (Limit your response to top half of page 3)

Comprehensive Public Engagement

Public engagement for the planning process will consist of resident and community meetings, design workshop(s) and a Technical Advisory Committee (TAC). Additional outreach and engagement strategies may be utilized including online or in person surveys, focus groups, and interviews with key stakeholders. Success under these activities will be measured by the frequency and variety of engagement opportunities, the diversity and quantity of stakeholder input, and the integration of community preferences into the final design concept.

Procurement of Highly Qualified Development and Design Team

The overall success of the Master Plan is contingent upon the procurement of highly skilled and experienced consultant firms to conduct analysis, test feasibility, and design the preferred site design concept.

Creation of a Physically and Financially Viable Master Plan

The end result of the process is a Master Plan that is achievable within the physical context of the site and surrounding areas, and that proves financially viable to accomplish in a multi-phased development scenario.

Land Use Approval – Alignment with City of Milwaukie Comprehensive Plan

The Master Plan for Hillside will be developed in a parallel timeline with the City of Milwaukie's update to the Comprehensive Plan. The goal will be to align land use designations in the Comprehensive Plan that reflect the preferred site design concept that emerges from the Master Plan process. Adoption of the plan by the City of Milwaukie will be a measure of success for the project.

Successful Funding Awards

The Master Plan and its related deliverables will position the Housing Authority as a competitive applicant for a variety of project funding sources.

Advances and complements regional goals and policies

4. Describe how this project will help to facilitate development while advancing established regional development goals and outcomes. Consider how the project will help to implement the 2040 Growth Concept, its alignment with the Urban Growth Management Functional Plan, and how it will achieve each of the Six Desired Outcomes stated in the Regional Framework Plan. (Limit your response to bottom half of page 3 and top half of page 4.)

The Hillside Master Plan will lead to redevelopment of an underutilized site and provide increased density, expanded housing options for a range of incomes levels, and enhanced amenities. The project advances Metro's 2040 Growth Concept by exemplifying the Urban Design component of Neighborhoods. Under this component, Metro defines redevelopment occurring to better utilize vacant or under-used buildings to achieve a mix of uses and housing types.

The project also aligns with Title 1: Housing Capacity under the Regional Functional Plan, by ensuring eventual production of housing that meets the "fair-share" requirements under the plan for each city or county to "maintain or increase its housing capacity".

The Hillside Master Plan achieves each of the Six Desired Outcomes from the Regional Framework Plan:

1) People live, work and play in vibrant communities where their everyday needs are easily accessible.

The Hillside Master Plan will lay the foundation for community revitalization that will provide stable, affordable housing options within a central Milwaukie location with good access to transportation, and other amenities.

2) Current and future residents benefit from the region's sustained economic competitiveness and prosperity. Stable, affordable housing is key to a family's economic success and educational achievement. By planning for the preservation and expansion of housing opportunities at the Hillside community, more families will benefit from a solid foundation to reach their full economic and academic potential. The site is located within close access to good schools, jobs, and transit to areas of opportunity in the Metro region.

Hillside Master Plan for Housing Opportunity

3) People have safe and reliable transportation choices that enhance their quality of life. The Hillside community is the highest priority redevelopment project for HACC due to its proximity to both Trimet Bus and Max lines. As compared to other Public Housing sites owned by HACC, Hillside presents the greatest access to multi-modal transportation. A key feature of the Master Plan will be to examine existing transit access and site improvements that can be made to increase these options.

4) The region is a leader on climate change, on minimizing contributions to global warming. The Hillside Master Plan will examine the potential of increased density of housing on the site, and lead to enhanced land utilization. Ensuring affordable housing opportunities that are in close proximity to transit and services reduces the overall reliance and use of vehicles that pollute and contribute to global warming. Elements of sustainability in the site and building design will also be emphasized as a component of the Master Plan.

5) Current and future generations enjoy clean air, clean water and healthy ecosystems. The master plan will include an analysis of sustainability features for the site including expansion of the community garden, renewable energy sources, bioswales and other ecological design components.

6) Equity exists relative to the benefits and burdens of growth and change to the region's communities. The City of Milwaukie faces a demand for affordable housing options that is not currently met by supply. As the population of the city increases, this demand will continue to grow. The Housing Authority has a waiting list of applicants for Public Housing and Section 8 vouchers that exceeds 4,000 households. The Hillside Master Plan for Housing Opportunity will look at enhanced utilization of a valuable public asset to preserve and increase housing options that allow for equitable delivery of a scarce resource.

Aligns with local goals/maximizes community assets

5. How will the project create opportunities to accommodate your jurisdiction's expected population and employment growth? (Limit your response to the bottom half of page 4.)

The Metro 2040 Household Distributed Forecast for population growth in the City of Milwaukie is anticipated to increase by 17% from current numbers. Clackamas County overall, of which the majority of households on HACC's housing waiting list originate from, is shown to increase by 32%.

As the demand for affordable housing is a sub-section of the population that is income-dependent, the Housing Authority relies on current waiting list data to determine levels of need for housing within the county. The current waiting list totals at 4,228 household applicants hoping to secure a unit within Clackamas County. The public housing inventory owned by HACC includes 545 units.

Completion of a Master Plan for Hillside is the first step in expanding housing opportunities for a growing population seeking access to affordable housing within Clackamas County. As described in the development objectives in question #6 below, the County has a commitment of producing 1,000 new affordable units by 2022. The Hillside Park redevelopment will be a key project for realizing construction for a portion of these new units.

The City of Milwaukie completed a Housing and Residential Land Needs Assessment which projected needs through 2036. Findings from the assessment relevant to affordable housing demand include the following:

- 1) The poverty rate in the City of Milwaukie increased from 8% in 2000 to 13% in the most recent period reported (2014 5 year estimates). The poverty rate is highest among adults ages 18-65 at 13.5%, followed by a 12% rate for those under the age of 18.
- 2) 60% of students in Milwaukie schools are eligible for free or reduced-priced lunch.
- 3) There is significant rent burden experienced by household who rent their homes in Milwaukie. 45% of rental households spend more than 30% of their income on housing, while 22% of renter households spend more than 50% of their income on housing costs.
- 4) A total of 1,189 rental units is needed by 2036 in order for all households, current and new, to pay 30% or less of their income towards housing.

6. Describe why you propose to take on this particular project at this time. How does the project relate to previous actions, goals, policies or strategies already identified or implemented by your jurisdiction or other project partners? *(Limit your response to top half of page 5.)*

Clackamas County faces a serious shortage of affordable housing. According to a recent report by the Oregon Housing Alliance, there is a need for 6,440 affordable housing units to meet the needs of low income renters in the county. Renter households in the county are highly rent burdened, with 1 out of 4 of all renters paying more than 50% of their income on rent, and 3 out of 4 renters with extremely low incomes paying more than 50% of their income in rent.

The County is taking a strategic approach at responding to this housing crisis. In recent months, housing as a jurisdictional priority has risen to the top of the Board of Clackamas County Commissioner's agenda. In concert with the Health Housing and Human Services Department (H3S), of which HACC is a member agency, there have been several Board study sessions and Housing Development Goals memorialized as official objectives and draft policies by the Board.

The Housing Authority of Clackamas County's Development Objectives was approved by the Board of County Commissioners on March 1st, 2016 and includes a commitment to a 4 to 1 replacement of any Public Housing unit sold or demolished, and an increase in the number of units available to households at or below 30% of Area Median Income. The Performance Clackamas Business Plan includes a goal of 2,000 affordable housing units to be developed within Clackamas County by 2022. Of that number, the Housing Authority goal is to provide 1,000 units affordable to households earning 60% of the area median income or less.

These policies provide the framework for an increased emphasis on affordable housing production within Clackamas County. The redevelopment of the Hillside community is viewed as a high-priority project to realize some of this production at a site with access to amenities and services such as transit, employment and recreation options.

7. How would the project leverage aspects of the existing community fabric such as key development sites or urban form? How would it complement existing assets, facilities, or amenities such as historic districts, employment centers, natural features, parks or transit? *(Limit your response to bottom half of page 5.)*

Hillside is located within close proximity to several natural, commercial and health-focused community assets. Providence Milwaukie Medical center is located 100 feet from the community and provides health services and resources accessible to residents (community cooking classes, food pharmacy, dietician food counseling, women and children's services, and dental care for the uninsured.) The Milwaukie Police Department and Milwaukie Marketplace shopping center are both located within walking distance on SE Harrison St. Minthorn North Natural Area is a protected wetland site and park located at a 15 minute walk from Hillside, and the Springwater Corridor provides access to bike and pedestrian recreation. Nearby employment centers include the N Milwaukie Industrial Area (NMIA) and the HWY 224 corridor.

The two key development sites near Hillside include the Murphy site and the North Milwaukie Industrial Area (NMIA). The Murphy site is a 6.6 acre parcel located south of the Hillside community. Formerly the site of the Murphy Plywood facility, it is a privately owned parcel that has been assessed in 2013 for development potential. Moving Forward Milwaukie in partnership with EcoNorthwest completed a site development plan with three concepts envisioning a mixed-use redevelopment of the site. The Master Plan for Hillside will seek to complement these concepts and engage the developer of the site as a stakeholder in the planning process. The project will also seek alignment with the North Milwaukie Industrial Area (NMIA), a 200 acre area with over 87 businesses and 2,000 employees. The NMIA Plan (a CET funded project) provides guidance for redevelopment into a vibrant mixed-used urban area. The Hillside Master Plan will look at connectivity to the NMIA as an opportunity for increased access to employment and other services.

Team roles and capacity

8. Complete the table to clearly describe the roles and responsibilities of the applicant and each of the key project partners to accomplish the goals of the project. Also include consultant expertise needed. *(Add or adjust rows as needed but please limit table to page 6.)*

Jurisdiction or partner (include lead staff names)	Project role and responsibilities
Housing Authority of Clackamas County – Mary-Rain O’Meara, Lead Project Manager; Angel Sully, Project Manager	Project Managers will coordinate and ensure all deliverables for the Master Plan. Will issue RFPs for project consultants, coordinate project team meetings, oversee involvement by other Housing Authority staff including Resident Services and Property Management. Will lead community engagement process and serve as liaisons for the project to the public.
City of Milwaukie, Community Development Department; Alma Flores, Director of Community Development; Development Project Manager	<ul style="list-style-type: none"> • Ensuring that development goals align with affordable housing production and economic development benchmarks for the City; • Serving as a liaison to the broader community of stakeholders; • Participating (Planning, Community Dev, and Engineering) in the Technical Advisory committee for the project; and • Assisting with the analysis and development of plan features that impact surrounding sites, including transportation and infrastructure components.
Clackamas County Public Health; Dawn Emerick, Director; Staff coordinator, TBD	Coordinate a Health Impact Assessment (HIA) in conjunction with the Master Planning Process. Oversee HIA consultant during the planning and assessment stage, and ensure completion of summary findings.
Consultant Teams: 1) Housing Development and Finance 2) Architecture and Engineering 3) Health Impact Assessment 4) Economic Impact Assessment	Consultant teams will be procured to implement the scope of work as identified in question #2.

9. Describe the skills, experience and availability of the lead staff person who will manage all aspects of the grant project and oversee the project team's collaboration and consultant work. (Limit your response to top half of page 7.)

The Housing Development Team at the Housing Authority is comprised of two Housing Development Coordinators, Mary-Rain O'Meara and Angel Sully. Ms. O'Meara will serve as the lead staff person managing all aspects of the Master Plan and ensuring achievement of project deliverables. Ms. Sully will assist with project coordination including procurement, community engagement, and consultant team communications.

In her previous tenure at the Housing Authority of Clackamas County, Ms. O'Meara served as the community engagement lead and project coordinator for the Master Plan of the Clackamas Heights Community from 2009-2010. She has extensive housing development experience for both public sector and non-profit organizations, managing all aspects of development including funding applications, site analysis and acquisition, resident engagement and relocation, active construction and project completion. Ms. O'Meara graduated from the Masters of Urban and Regional Planning (MURP) program at Portland State University in 2009. She received certification as a Construction and Rehabilitation Project Manager from Neighborworks America in 2015.

Ms. Sully has both private and public sector housing development experience and is skilled at accomplishing multiple project deadlines and working with a variety of contractor teams. Ms. Sully graduated with a B.S. in Community Development from Portland State University in 2010.

The Development team at HACC is overseen by the Director of Asset Management and the Director of Housing and Community Development for Clackamas County, who bring decades of experience in development, project and property management, and policy work related to Affordable Housing.

Likelihood of implementation

10. What governing bodies or private parties will have to act to ultimately implement the project, and what is the extent of their authority to make policy or commit investments? Describe the roles the key project partners will have to play over time in order to fully and successfully implement the project in order to realize the envisioned development benefits in your community. (Limit your response to bottom half of page 7.)

The main government agency stakeholder in the project is the Housing Authority itself, which holds site control and ownership of the Hillside property. The Housing Authority will be the lead in securing funding for development implementation after the completion of the Master Plan. Funding will be a combination of Federal, State and Local sources to combine a mixed-finance package for development.

The City of Milwaukie will be the entity responsible for approval of any land use decisions including updates to the Comprehensive Plan and the approval of zoning changes for the site. City staff from Milwaukie's departments of Community Development and Planning will be involved in the Master Plan process to offer guidance on a concurrent land use strategy as the preferred design concept is developed.

The Housing Authority Board of Commissioners is responsible for the approval of official direction of the Housing Authority including decisions regarding the future of Housing Authority owned property. For the Hillside Master Plan, the board will have an opportunity to weigh in on the process and the proposed plan, and the Housing Authority will request a Board Resolution to accept the Master Plan and its recommended development objectives.

The U.S. Department of Housing and Urban Development (HUD) will be the approval body for any decisions that lead to the alteration, demolition or new construction of housing on the property.

11. Identify and describe the potential opportunities and threats that could affect the successful implementation of this project. *(Limit your response to top half of page 8.)*

Funding for Redevelopment Securing successful funding awards to implement the redevelopment as defined in the Master Plan will be the biggest challenge and opportunity for the project. The Housing Authority is working with HUD to identify new financing models that will grant the agency greater flexibility to redevelop public housing. One of these models is known as RAD, or the Rental Demonstration Project. RAD allows Housing Authorities to convert Public Housing units to Project Based Section 8 and still serve very low income households. HUD has invited the Housing Authority to submit applications for the RAD program beginning in the summer of 2017, to begin the conversion process. A successful award from HUD and other fund sources (Low Income Housing Tax Credits, HOME, and CDBG) will be contingent on the feasibility for overall site redevelopment, which will be determined in the Master Plan.

Community Engagement Engaging the community and city in an effective process around the Master Plan is another key area of challenge and opportunity. Ensuring stakeholder input and involvement will be crucial in building the social and political motivation for eventual zoning change approvals at the City level.

Adjacent Site Development The future of the nearby Murphy Site and its redevelopment poses another opportunity and challenge. To the extent that plans for the two sites can complement one another and the timelines align, it will be a tremendous opportunity for large-scale neighborhood revitalization. The challenge will be found if the sites have competing interests or desired uses, and a middle ground proves difficult to accomplish. The Housing Authority will engage with the developer of the site to ensure dialogue and involvement throughout the Master Planning process.

Public involvement

12. What community members or stakeholders will be most affected by the implementation of the project's development outcomes? *(Limit your response to bottom half of page 8.)*

Residents of the Hillside community will be those most affected by the implementation of the project's development outcomes. To that extent, current housing residents will be the first priority stakeholder group to be involved in the process. Development implementation is likely to involve temporary relocation of the residents and the Housing Authority will seek to address those concerns early on. A relocation contractor will be brought into the process as necessary to provide further information regarding potential relocation benefits and tenant rights under the Uniform Relocation Act.

Resident engagement is a key aspect of the Master Planning process and several deliverables are contingent upon successful and meaningful input from current Hillside tenants. In order to arrive at the Preferred Design Concept, the project team will seek information from residents regarding preferences for housing type and design features, amenities that promote healthy living, and site planning options that will improve and enhance community connectivity.

The Housing Authority will seek housing resident representation on the Master Plan Advisory Group, and tailor aspects of the public participation strategy to specifically engage and empower residents to take an active role in the process. Hillside has an active Resident Association that meets regularly and will provide an immediate opportunity for engagement. The Project Managers for the Master Plan will include Resident Services staff in the early outreach efforts to utilize their internal knowledge of the resident population and methods of communication that will be the most effective.

Immediate neighbors to the site will also be impacted by development outcomes. Outreach to the Ardenwald neighborhood association and immediately adjacent households will be made during the planning process.

13. Discuss how the public (including neighbors to the project, businesses, property owners and other key stakeholders) and historically marginalized communities (including low-income and minority populations) will be involved in the project. Please be specific about the practices or methods you intend to use. *(Limit your response to top half of page 9.)*

The main practices and methods for public involvement in the project will be through a Technical Advisory Committee (TAC) comprised of housing residents, neighborhood, business, and organizational stakeholders; resident and community meetings; resident-led site walks; and design workshops. Additional methods of engagement may include focus groups, surveys, interviews and several smaller working groups focused on specific aspects of the project.

The Master Plan will kick off with a community meeting for residents of Hillside to learn about the process and opportunities for engagement. Residents at Hillside represent several historically marginalized communities including low-income, minority, and senior households, and people with disabilities. Their engagement is crucial to the success of the project and their local knowledge and experience will be a key consideration for design and development options. Residents engaged in the planning process will have the opportunity to shape the vision of their community and feel empowered about the outcomes.

Recruitment for the Technical Advisory Committee (TAC) will begin as soon as an award announcement is made from Metro to the Housing Authority. Several members of the committee have already been identified, and additional outreach will be made for resident and neighborhood participation. The TAC will meet within one month of the project start, and will have a key role as representatives at the community meetings throughout the planning process.

Neighbors to the project including Providence Milwaukie and the Ardenwald Neighborhood Association will be engaged early on will be invited to serve on the TAC. Additional opportunities for engagement will include participation in the design workshops, site walks and community meetings.

14. Describe how public input will be used to strengthen the project outcomes and increase likelihood of implementation. *(Limit your response to bottom half of page 9.)*

Several project outcomes for the Hillside Master Plan rely specifically on public input for their development and subsequent implementation of plan. In order to generate a preferred community design concept, the Architectural team will be utilizing input from resident and neighborhood stakeholders regarding their preferences for redevelopment. The Development and Financial consultants will use this preferred design concept to complete feasibility testing for finance and construction implementation.

The Health Impact Assessment (HIA) will also influence the design concept and is dependent upon robust and consistent community engagement. The HIA team will ask residents what changes or improvements to their physical environment could positively impact their health. Because this information is site-specific, the team will seek the local knowledge of residents and neighbors to inform the outcomes.

In terms of project funding opportunities, the strength of the community engagement in the Master Plan process increase the competitiveness of the project. Applications issued by HUD have strict requirements for resident engagement around planning efforts. The Master Planning process for Hillside will go above and beyond these requirements, and will demonstrate a comprehensive and engaged approach to housing redevelopment planning.

Jurisdiction track record

15. Describe any similar planning and development projects (CET/CPDG or other) that have been implemented in your jurisdiction in the last 5 years and how that experience will be applied to this project. How successful have these projects been in delivering the proposed outcomes? *(Limit your response to top half of page 10.)*

The Housing Authority has not implemented any CET/CPDG awards, but has recent experience with large-scale development and rehabilitation projects requiring significant planning, consultant oversight, and budget management.

Easton Ridge Rehabilitation In 2012, HACC received funding to complete a rehabilitation of its Easton Ridge property, a 264 unit affordable housing community in Happy Valley, OR. The project was financed with a combination of Low Income Housing Tax Credits, Bonds, and private (bank) equity. The scope of work included complete exterior renovations and limited interior improvements. The work required coordination of temporary relocation for residents and extensive communications to keep the project moving forward on time and on budget. This project was successful in delivering the outcome of rehabilitation for the site and buildings.

Rosewood Terrace HACC is co-developer for a 212 unit affordable housing property to be built in Happy Valley. Project management duties involve coordination of a complex financing package, consultant oversight, and ensuring pre-development tasks (Environmental Review, Board Approvals, etc.) are completed on time. To date, the project has been successful in meeting its milestones and anticipated deliverables towards development of new affordable housing units.

16. What project management lessons learned or best practices will be applied to this project? *(Limit your response to bottom half of page 10.)*

Staff experience with the Master Plan of Clackamas Heights, a Housing Authority campus in Oregon City completed in 2010, garnered lessons that will be applied to the Master Plan for Hillside, including:

Clarity of Team Roles and Responsibilities

From the beginning of the process clarity around team roles and responsibilities must be defined. This should be aligned with the overall project timeline and schedule of deliverables, and provide each party a strong sense of the expectations for their contribution to the project. A project team charter is an effective way of establishing these shared guidelines. A charter will be developed after procurement of all project team members is complete and each member will take an active role in its formation and agreement.

Project Timeline and Deliverables

A detailed project timeline will be developed in concert with the team charter, and will lay out the overall project milestones and anticipated deliverables by each project team member.

Regular and Consistent Communication

Methods of communication will be established through a communications plan developed early in the process. The plan will identify the various project stakeholders and the methods of communication that will be utilized during each month and around each major milestone of the project. A variety of communication tools will be used including email, project website, public presentations, flyers, and resident newsletters. Stakeholders will know who to contact with questions and what to expect for communications from the team early on in the process.

17. If implementation of any prior CET/CPDG grant projects has not been successfully completed, please describe why. If your organization has never received a CET or CPDG grant, please state “not applicable.” *(Limit your response to top half of page 11.)*

The county has received past CET and CPDG grants, and they have been successfully completed.

Replicable best practices

18. Consideration will be given to applications that demonstrate best practices that can be easily replicated elsewhere. Discuss how lessons learned from the project could be applied to other projects in your community or in other parts of the region. *(Limit your response to bottom half of page 11.)*

The Master Plan for Hillside will present the opportunity to apply lessons learned and best practices to future housing developments throughout Clackamas County. The Strategic Clackamas Business Plan housing production goal, coupled with HACC’s development objectives presents a target number of 1,000 new units to be produced by 2022 by the Housing Authority. As new developments are in the planning phases, HACC will utilize lessons learned from the Master Plan and subsequent redevelopment of Hillside to inform design and finance decisions.

As a HUD Rental Assistance Demonstration (RAD) project, Hillside will serve as a model for other Housing Authorities in the Portland Metro region as well as nationally for conversion and redevelopment of a physically obsolescent public housing community. HUD produces RAD “Case Studies” to help inform affordable housing providers as to the benefits of the RAD program. After successful redevelopment of the site, HACC will seek to be published as part of the HUD/RAD case studies library. In addition, staff involved in the process will serve as a resource to other Housing Authorities seeking to undertake similar efforts with their public housing portfolios.

The Health Impact Assessment (HIA) to be conducted by Clackamas County’s Public Health department as part of the planning process will also result in replicable best practices. Clackamas County recognizes that substantial improvements in the health of our residents will only occur by ensuring that health considerations are factored into projects, programs, plans, and policies in non-health-related sectors, such as transportation, housing, agriculture, and education. While financial and capital needs warrant the redevelopment of the community, the intent of the Housing Authority and Clackamas County Public Health in this planning partnership is to incorporate potential health impacts, health equity, and social justice into future housing development strategies.

The team has proposed to use an HIA because it is a tool that decision makers can use to improve health equity through community design before those decisions are made. HIAs are flexible and use scientific data, professional expertise, and a stakeholder input process to determine the health consequences of programs and policies, and develop strategies to maximize the benefits, or reduce the harms, of proposed plans.

The sole purpose of selecting an HIA is its applicability to a broad array of policies, programs, plans, and projects in the future. The Hillside Master Plan will be a model planning effort that will generate an HIA to be replicated and utilized as the Housing Authority takes on development at other sites.

Grant leverage and project budget

Budget templates

Use the two Excel spreadsheet templates provided to outline the estimated project costs and committed matching funds for the project. Indicate estimated costs for hours of work directly related to your project for applicant personnel, consultants, and personnel of any key project partners. Also indicate other direct project expenses and overhead/indirect project costs. You may leave blank any rows that do not apply, and add more specific line item descriptors as needed.

Budget narrative

For each category of personnel costs, explain the tasks each is expected to complete (i.e. design development, construction estimates, public involvement, technical research, code analysis). Use actual salaries for staff. Use market averages or bid estimates for consultant services. Clearly describe methodologies used for estimating all other costs.

(If necessary, applicants may use up to three pages for the budget narrative, for a total of 14 pages overall. Depending on the complexity of the project and level of staffing, most applicants will likely be able to provide the requested information regarding the budget methodology in just a page or two.)

Budget Area #1 In-Kind Staff Time, Housing Authority of Clackamas County - \$33,000

The Housing Authority is contributing up to 500 hours of staff time for the Development Coordinator (lead) and Development Coordinator (assisting) who will provide oversight and coordination of all project deliverables. The hourly rate (including benefits) for these staff members is \$66/hour. Total contribution is estimated to be at a value of \$33,000 for the Master Plan project. Specific duties of each staff member from HACC include:

Development Coordinator (lead)-

- Coordinate IGA execution between HACC and Metro.
- Complete detailed scope of work for each contractor team and initiate procurement process.
- Contract negotiations for project consultant teams.
- Finalize contracts and procurement process with Board of County Commissioners.
- Initiate first team meeting and establish project timeline with consultant teams.
- Identify consultant team meeting schedule.
- Complete communications plan for Master Process.
- Initiate and complete recruitment of Technical Advisory Committee (TAC).
- Facilitate monthly TAC meetings.
- Lead public engagement strategy and process with residents, neighbors and community.
- Provide project updates to HACC Resident Advisory Board, Metro, Clackamas County Housing Advisory Board and Board of County Commissioners.

Development Coordinator-

- Assist with preparation and issuance of all Request for Proposals for consultant teams.
- Coordinate review and evaluation process for all RFP procurement.
- Develop outreach materials such as resident letters, website, newsletter and flyer content for distribution.
- Assist with community meeting logistics.
- Assist with consultant team oversight including communications, meeting logistics, review of documents and findings, invoicing and contract management.

Budget Area #2 In-Kind Staff Time, City of Milwaukie- \$12,400

The City of Milwaukie is committing time by two of its Community Development staff members including the Director of Community Development and the Development Project Manager. Hours for the Community Development Director total 50 at a rate of \$140/hour, or \$5,400 total. The Development Project Manager will provide 60 hours of in-kind staff time and at a rate of \$90/hour, or \$4,400 total.

City of Milwaukie Staff will be involved in the following project deliverables:

- Ensuring that development goals align with affordable housing production and economic development benchmarks for the City. (Representing these benchmarks at Master Plan meetings, project goal development and review, review of preferred concept plan to ensure alignment).
- Serving as a liaison to the broader community of stakeholders; (Representing the project at City of Milwaukie Council and other community meetings, providing information to citizens of Milwaukie and neighborhood associations).
- Participating (Planning, Community Dev, and Engineering) in the Technical Advisory committee for the project. (Provide guidance on land use and Comprehensive Plan changes, connect appropriate Public Works, Transportation and other City staff members with the project as necessary, serve as technical experts during the planning process).
- Assisting with the analysis and development of plan features that impact surrounding sites, including transportation and infrastructure components. (Provide zoning, code, development, and transportation analysis and recommendations).

Budget Area #3 In-Kind Staff, Clackamas County Public Health- \$7,750

Clackamas County Public Health has committed up to 117 hours of in-kind staff time at a rate of \$66/hour towards the Master Planning process. The key duties for the Public Health staff member will be the procurement and oversight of the Health Impact Assessment consultant. A staff member of Clackamas County Public Health will also participate in the Technical Advisory Committee for the project.

Budget Area #4 Consultant Fee Match, Housing Authority of Clackamas County - \$25,000

The Housing Authority is committing up to \$25,000 in cash match towards consultant fees for the Hillside Master Plan. This is anticipated to be used for the Health Impact Assessment (HIA) consultant who will work with Clackamas County Public Health and the Housing Authority to complete the health- outcomes portion of the plan. The amount of \$25,000 was provided by the Director of Clackamas County Public Health, who has been involved with multiple HIA processes and has an understanding of accurate consultant costs. The scope of work for the HIA Consultant is described in detail in question #2 of the grant narrative.

Budget Area #4 Consultant Fees for Project Teams: Development and Finance, Architecture and Engineering, and Economic Impact Assessment- \$214,000

This is the budget area for the project which comprises the request to Metro for funding resources totaling \$214,000. These numbers were generated through a combination of bids and reference to past project costs.

Development and Financial Feasibility Analysis and Plan- \$25,898

The Development and Financial Feasibility Analysis and Plan will be conducted in three phases. A detailed scope of work for this consultant team is provided in question #2 of the narrative.

Task 1: Needs Assessment

Staff	Hours	Rate	Total
Project Manager	74	\$105	\$7,770
Finance Director	18	\$131	\$2,358
Executive Director	9	\$147	\$1,323
TOTAL	101		\$11,451

Task 2: Project Financial Analysis

Staff	Hours	Rate	Total
Project Manager	37	\$105	\$3,885
Finance Director	9	\$131	\$1,179
Executive Director	9	\$147	\$1,323
TOTAL	55		\$6,387

Task 3 : Development Sources and Uses

Staff	Hours	Rate	Total
Project Manager	18	\$105	\$1,890
Finance Director	37	\$131	\$4,847
Executive Director	9	\$147	\$1,323
TOTAL	64		\$8,060

TOTAL Cost Development Feasibility: \$25,898

Architecture and Engineering: Preferred Site Plan and Design Concept

The four phases task areas for the Architecture and Engineering

	Total Cost
Task 1: Site Survey+ Assessment	\$44,040
Task 2: Program Investigation and Preliminary Project Goals	\$22,200
Task 3: Design Workshop	\$52,800
Task 4: Develop Preferred Concept Plan	\$59,000
TOTAL Cost Architecture and Engineering	\$178,040

Economic Impact Analysis

An Economic Impact Analysis will be conducted to determine the job creation, tax impacts, and overall economic stimulus generated through implementation (construction) of the Master Plan preferred concept.

Task 1: Review of Preferred Design Concept	\$3,000
Task 2: Analysis of demographic and economic data	\$5,000
Task 3: Economic Impact Report and Recommendations	\$2,000
TOTAL Cost Economic Impact Analysis	\$10,000.00